

BID NUMBER ITB FS14-120

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



INVITATION TO BID

FUEL SYSTEM REPLACEMENT PROJECT
UST WD-1 WATER TREATMENT PLANT

CONTRACT NO. 33606

- 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.
- 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.
- 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.
- 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.
- 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: Lemon Grove CA ON THE 28th DAY OF August, 2014
CITY STATE MONTH

COMPANY NAME: Jenal Engineering Corporation TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 7959 Lemon Grove Way CITY: Lemon Grove STATE: CA ZIP: 91945

PHONE: 800-929-8046 FAX: 619-697-2400

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

Jennifer Westermeyer jenalinc@cox.net
(PRINT NAME) (EMAIL ADDRESS)

S/ [Signature] Vice President
(SIGNATURE) (TITLE)

Alan Westermeyer alwest@jenalinc.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]
Director of Financial Management

12/14/14
Date

APPROVED AS TO FORM
December 9, 2014.
CHARLES PARKIN
CITY ATTORNEY
[Signature] Deputy

Rev 3.21.14



BID NUMBER ITB FS14-120

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

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

- Corporation State of CA
- Partnership State of _____
 - General Limited
- Joint Venture
- Individual DBA

Limited Liability Company State of _____

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

OPTIONAL

Ethnic (Check one):

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

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

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

Is the firm certified as a Disadvantaged Business: Yes No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?
Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6200.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

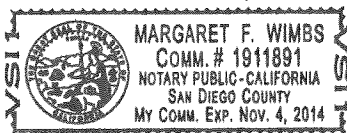
State of California

County of San Diego

On 8.28.2014 Before me, Margaret F Wimbs, Notary Public

Personally appeared Jennifer R Westermeyer & Alan P Westermeyer

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.

Margaret F Wimbs 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 (checked), Partner(s), Attorney-in-fact, Trustee(s), Guardian/conservator, Other. Titles: President & Vice President.

Invitation to Bid
TITLE OR TYPE OF DOCUMENT
29
NUMBER OF PAGES
August 28, 2014
DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE



INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

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

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

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

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

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

8. PAYMENT:

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

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

9. SAFETY APPROVAL:

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

10. BUSINESS LICENSE:

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



INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlsr> for such prevailing wages and additional information.

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

12. RIGHT TO REJECT:

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

13. SAMPLES:

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

14. PRICES:

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

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

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

SUBCONTRACTORS

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

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

Company Name: _____

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: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK - ATTENTION: LENORE BLUEFORD
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: SEPTEMBER 2, 2014
TIME: 11:00 am

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

LENORE BLUEFORD (562) 570-5384
BUYER II TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All bids are publicly opened and read in the Purchasing offices at the date and time noted on the Invitation to Bid.

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

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

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days after the date on which the bids were opened.

18. 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.)

19. AMERICANS WITH DISABILITIES ACT:



INSTRUCTIONS TO BIDDERS

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

20. EQUAL BENEFITS ORDINANCE:

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

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.



CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall 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



CONTRACT – GENERAL CONDITIONS

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

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Julissa Jose-Murray at 562-570-6869 for assistance with the form.

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

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

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

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

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

INSURANCE. As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming **the City of Long Beach, and its boards, officials, employees, and agents** as additional insurers on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against **the City of Long Beach, and its boards, officials, employees, and agents**.
- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("all autos").



CONTRACT – GENERAL CONDITIONS

Any self-insurance program or self-insurance retention must be approved separately in writing by the City's Risk Manager or designate and shall protect the **City of Long Beach, and its boards, officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

Any subcontractors of all tiers which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this section. The additional insured endorsement form number applicable to subcontractors with respect to the general liability insurance shall be the ISO CG 20 26 11 85 form or its equivalent.

Contractor shall deliver to the City of Long Beach certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The City of Long Beach reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

To the extent more stringent insurance requirements apply in accordance with the City of Long Beach's Administrative Regulation 8-27 (AR 8-27) and its amendments, the currently in-force AR 8-27 regulations and requirements supersede and replace any insurance requirements required herein.

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

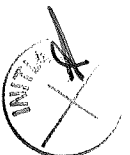
In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement,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

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

The provisions of this Section shall survive the expiration or termination of this contract.

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

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



CONTRACT – GENERAL CONDITIONS

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

Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.



BID SECTION

PROJECT OVERVIEW

The City of Long Beach solicits firm, fixed-priced bids from qualified contractors to replace the existing 8,000-gallon UST-based, diesel fueling and generator system located in the Long Beach Water Treatment Plant at 2950 Redondo Avenue, Long Beach, CA. The new system will consist of an 8,000-gallon AST that supplies fuel to a new day tank and one fueling nozzle for fleet vehicles.

BID TIMELINE – All times are Pacific

Bid release date: August 15, 2014
Pre-Bid & Job Walk date: August 21, 2014 @ 9:00 a.m. instructions on page 12
Bid due date: September 2, 2014

BID SUBMISSION INSTRUCTIONS

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

Attachments:

- Attachment A- Tank Removal Method
- Attachment B- Post Tank Removal Guidelines
- Attachment C- Final Tank Removal Report

Additional Document Submittals: Bidders that do not include the items listed below with their bids will be deemed non-responsive and their bids will be rejected.

- Reference List
- Debarment, Suspension, Ineligibility Certificate Form
- Small Business Enterprise Program Commitment Plan Form (SBE)
- Equal Benefits Ordinance (EBO)
- W-9 Form
- License & Certifications Information & Photocopies
- Site Exam Certificate Form
- Sub-Contractor List Form
- Statement of OSHA Compliance
- Worker’s Compensation Certification Form

Bidders shall submit one (1) original of the bid marked “ORIGINAL” and one (1) identical copy marked “COPY” and one electronic media copy (USB drive, CD or other readable media). All of these items shall be included in a sealed envelope and addressed to:

City of Long Beach
c/o City Clerk
Attn: Lenore Blueford
333 W. Ocean Blvd., Plaza Level
Long Beach, CA 90802

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

ITB FS-14-120
Fuel System Replacement Project- UST WD-1 Water Treatment Plan



BID SECTION

Bids must be received by 11:00 a.m., September 2, 2014. Bids that do not arrive by the specified date and time **WILL NOT BE ACCEPTED**. Bidders may submit their bid any time prior to the above stated deadline.

MANDATORY PRE-BID CONFERENCE & JOB WALK

A MANDATORY PRE-BID CONFERENCE / JOB WALK SHALL BE HELD AT 09:00 A.M. ON 08/21/14 AND BEGIN AT THE LONG BEACH WATER TREATMENT PLANT, 2950 REDONDO AVENUE, LONG BEACH, CA, 90806. AFTER THE CONFERENCE, THE CONSTRUCTION SITE WILL BE VISITED. ATTENDANCE IS MANDATORY AT BOTH THE CONFERENCE AND JOB WALK (A SIGN IN SHEET AND ROLL CALL AT SITE WILL BE TAKEN). ALL BIDDERS THAT DO NOT ATTEND THE MEETING AND VISIT THE JOB SITE WILL HAVE THEIR BIDS DISQUALIFIED.

SITE INSPECTION

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 site 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.

AWARD

The City prefers to award to a single contractor but reserves the right to award contract to multiple vendors. The City reserves the right in its sole discretion to award all items to one bidder, or to award separate items or groups of items to various bidders, or to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids.

RIGHT TO REJECT BID

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

INSURANCE (see page 9 item #30)

BOND PROVISIONS

Labor and Materials Bond

The successful bidder shall submit a Labor and Materials Bond for 100 percent of cost of bid if the total bid amount is more than \$25,000. Successful bidder shall only be required to submit bond if award is made and notice given by the City. The bond will be issued to the City of Long Beach, Purchasing Division, Long Beach City Hall, 333 West Ocean Blvd., 7th Floor, Long Beach, California 90802 and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above). The successful bidder shall use only the bond form supplied by the City.



BID SECTION

Faithful Performance Bond

The successful bidder shall submit a Faithful Performance Bond for 100 percentage of cost of bid. Successful bidder shall only be required to submit bond if award is made and notice is given from the City. The cost of the bond shall be included in the bid, and in the successful bidder's invoice. The bond will be issued to the City Long Beach, Purchasing Division, Long Beach City Hall, 333 West Ocean Blvd., 7th Floor, Long Beach, California 90802 and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above). The successful bidder shall use only the bond form supplied by the City.

Bond Instructions

A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in section 313 of the California Corporations Code, then the corporation must attach a certified copy of a resolution of its Board of Directors authorizing execution by said individual(s).

Notarial Acknowledgments Required with Bonds

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

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. As a minimum, the bidder must hold a currently active General Engineering (Class A) Contractor's license and Hazardous Substance Removal (HAZ) certification from the State of California. 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.



BID SECTION

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: Alan Westermeyer
TITLE: Vice President
ADDRESS: 7959 Lemon Grove Way, Lemon Grove, CA 91945
OFFICE PHONE: 619-697-2200
FAX: 619-697-2400
CELL: 619-520-0350
EMAIL: alwest@jenalinc.com

SECONDARY CONTACT:

NAME: Lee Lindsey
TITLE: Compliance Manager
ADDRESS: 7959 Lemon Grove Way, Lemon Grove, CA 91945
OFFICE PHONE: 619-697-2200
FAX: 619-697-2400
CELL: 619-279-6752
EMAIL: LLindsey@jenalinc.com

EMERGENCY CONTACT (24/7):

NAME: Keegan Slatten
TITLE: On Call Technician
CELL: 619-778-0455



BID SECTION

LICENSE

For the purposes of this bid an "A" contractor's license, hazardous Substances Removal 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 21 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. 602806 Expires: 9/30/2014
Classification: A

Hazardous Substance Removal Expires:
Certification No. 4257 9/30/2014

1038045U2 7/19/2016
ICC Certification No. 1038045U1 Expires: 7/15/2016

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

HAZWOPER- all personnel on the job site during excavation, construction, and testing shall possess valid proof of current HAZWOPER training.

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, subcontractors, or anyone performing work under the Contract on the Contractor's behalf causes damage to any City facility, then the Contractor shall promptly repair such damage at its own cost 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.

BID PROTEST PROCEDURES

Who May Protest

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



BID SECTION

Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days following the date on which bids were opened. The Business Services Bureau Manager must receive the protest by the close of the business on the fifth (5th) business day following the bid opening.

Form of Protest

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

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

The Business Services Bureau Manager or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within ten (10) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the Business Services Bureau Manager shall be final and conclusive.

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.



BID SECTION

SPECIFICATIONS

Existing System Description

1. The UST system to be replaced is located inside the Long Beach Water Treatment Plant, 2950 Redondo Avenue, Long Beach, CA, 90806.
2. The UST system consists of the following components:
 - a) 8,000-gallon double wall Fiberglass UST with a Brine filled annular
 - b) Gasboy dispenser
 - c) Bravo UDC
 - d) Supply/Return/Vent piping transition box
 - e) PY275 Pryco Day Tank
 - f) Flexible supply and return piping
 - g) A.O. Smith double wall fiberglass vent piping
 - h) Veeder-Root TLS-300C UST Monitoring Panel (to be retained)
 - i) Veeder-Root Overfill Alarm (to be retained)

New System Description

1. The new AST system shall be installed as detailed in the new AST site plan.
2. The new AST system shall fulfill the following operation requirements:
 - a) Provide single vehicle fueling nozzle
 - b) Provide fuel to the new 275-gallon day tank
 - c) The new 275-gallon day tank shall provide fuel to the facility generator
3. The following description and the details in the Scope of Work are not intended to specify all means and methods for the installation of the fueling system described herein. This contract does not include an all-inclusive parts list. However, the price of this contract, as indicated in the Pricing Section, shall include the cost for all parts and processes necessary to install the fueling system described herein, even though some parts and processes are not specifically listed.
4. It is the responsibility of the bidder, as a licensed, qualified, and experienced contractor to install a system that fulfills the operational requirements stated above; and is fully compliant with all federal, state, regional, and local codes and regulations.
5. The new system shall include the following major components:
 - a) Low Profile Fireguard UL-2085 8,000-gallon AST
 - b) Fuel nozzle and meter to fuel fleet vehicles
 - c) Double Wall pipe from the AST transition sump into the building
 - d) Two (2) new transition boxes with sensors at the AST and the building
 - e) Aboveground piping inside the building to new day tank
 - f) New 275-gallon day tank with supply and return pumps
 - g) New Veeder-Root tank probes for the AST and day tank
 - h) New annular/rupture basin sensor for the day tank



BID SECTION

Additional Work

The existing Veeder-Root and Third Party remote communication device will need to be relocated to the outside wall. Both units need to be installed in a NEMA 4X Enclosure provided by the contractor.

SCOPE OF WORK

LINE ITEM 1 – PLANS AND PERMITTING

1. **Work Plan:** Within two weeks of contract award, submit a detailed Work Plan, schedule, and Critical Path Method (CPM) analysis to the City of Long Beach, Fleet Services Bureau Supervisor of Operations. **Note:** Work Plan shall be approved by, the Fleet Services Supervisor of Operations prior submitting the permit package. The plan shall include:
 - a) Cut sheets for all parts and equipment to be installed
 - b) Procurement lead times for all major and long-lead components
 - c) Calculations for the tank hold-downs (or justification for not using them)
 - d) A schedule for preparing and acquiring permits
 - e) A list of construction equipment to be used on site
 - f) Preliminary drawing (site plan) showing the construction area, staging area, and all components to be installed
 - g) Preliminary Day-by-Day Construction Schedule (to be updated at the Pre-Construction Meeting)

2. **Permits:** Contractor shall secure, on the City's behalf, all permits and approvals required by local, state, and federal agencies in order to remove the existing UST system and install the NEWAST system at 2950 Redondo Avenue, Long Beach CA, 90806. Securing these permits requires the contractor to prepare permit application packages including completed application forms, supplemental information, calculations, and detailed construction plans. Contractor shall pay all plan-check and permit fees. As a minimum, the following permits and approvals are required
 - a) UST System Removal
 - I. UST Closure Permit – Long Beach Fire Department
 - b) AST-based Fueling/Generator System Installation
 - I. AST Installation Permit – Long Beach Fire Department
 - II. Electrical Permit – Long Beach Development Services Department
 - III. Building Permit – Long Beach Development Services Department
 - c) Note that a valid Long Beach business license is required to conduct business in the City of Long Beach. Proof of license must be submitted prior to award of contract.
 - d) Within 30 days of Work Plan approval, submit a single copy of each completed permit application package to the City of Long Beach Fleet Services Bureau Supervisor of Operations for review.
 - e) The Supervisor of Operations will review the packages and recommend



BID SECTION

changes if necessary. If changes are required, make the corrections and resubmit the permit application packages to the Supervisor of Operations within one week.

- f) Once approved by the Supervisor of Operations, submit the permit application packages to the permitting agencies and deliver one copy of each package to the Supervisor of Operations.
- g) Email the administrative analyst (Richard.Steinhaus@longbeach.gov) with the date that each application was submitted and the expected return date.
- h) If changes are required by the permitting agencies, immediately notify the administrative analyst to schedule a meeting to review the changes and formulate a plan for resubmittal.
- i) All required permits shall be acquired prior to beginning excavation.
- j) Deliver copies of the signed-off job cards and inspector-initialed plans to Fleet Services Administrative Analyst, Richard Steinhaus, Long Beach Fleet Services Bureau, 2600 Temple Avenue, Long Beach, CA, 90806, within five (5) days after:
 - I. UST Removal
 - II. New Fuel System Final Inspection
- k) If the final system configuration differs from the configuration depicted in the approved drawings, submit within one week of job completion, "as-built" plans to the administrative analyst for approval. "As-built" plans shall include a detailed list of all installed equipment and fittings with accurate, scaled depictions of the final system configuration. As built plans shall be in accordance with The City of Long Beach Architectural & Engineering Guidelines for Building Design Services available from City of Long Beach Public Works, 333 Ocean Boulevard, Long Beach, CA, 90802.
- l) The removal of an existing UST system requires that the general contractor hold a Hazardous Substance Removal "HAZ" certification.
- m) The installation of a UST system requires that the general contractor hold a General Engineering "A" contractor's license and have an ICC-certified UST Installation/Retrofit technician on site anytime the jobsite is active.

LINE ITEM 2 – UST AND EXISTING DAY TANK SYSTEM REMOVAL

- 1. Upon issuance of all necessary permits, a pre-production attend a meeting called by the Fleet Services Supervisor of Operations to finalize site logistics, security and schedule.
- 2. The UST and Day Tank System removal shall be conducted first because the New AST piping will go through the current UST location. UST system removal shall not begin until all AST installation permits have been acquired and all new equipment has been constructed or is available locally or on short notice.
- 3. Mark the excavation area and notify Underground Service Alert of Southern California (Dig-Alert) and City Light and Power, Long Beach Public Works Department, Storm Drain Division, and Long Beach Water Department, Sewer Division, **at least** five (5) business days prior to beginning excavation.



BID SECTION

4. Allow enough time for all departments and agencies to inspect the excavation area and provide feedback.
5. The construction area contains a large number of marked, as well as unmarked, subsurface (buried) pipe, power, and communication lines. Check the excavation area for any buried wiring and/or piping.
6. **Promptly repairing damage caused to marked or unmarked utilities (power, piping, communication) during excavation or construction is the responsibility of the contractor.** The contractor shall promptly notify the Long Beach Fleet Services when excavation work is expected to produce or accidentally produces a disruption of utilities.
7. **Put in place all measures necessary to prevent any unauthorized release of hazardous materials while removing and replacing the UST system.** These measures are not specified in this contract. It is the responsibility of the contractor to prevent a release of hazardous material.
8. Additionally, it is the responsibility of the contractor to satisfy the regulating departments and agencies that procedures are in place to safely undertake this project and to prevent an unauthorized release.
9. Although not explicitly enumerated, all procedures required by Best Management Practice, industry standards, Federal, State, and Local code, as interpreted by the regulating agencies, are included in this contract by inference.
10. Therefore, the incurrence of unexpected costs associated with additional safety or environmental measures imposed during the permitting process by the regulating agencies, shall **NOT** be grounds for a price change to this contract.
11. Remove the UST and day tank system as follows:
 - a) Secure the excavation area to prevent injury.
 - b) Empty the UST and day tank. There will be no more than 200-gallons of diesel left in the tank.
 - c) Flush and triple rinse USTs and piping.
 - d) Manifest, transport and dispose of all rinsing liquid as required using a DOT-approved carrier. Present a copy of the manifest to the inspector
 - e) In the presence of the Fire Inspector, inert the UST by inserting 22-lbs of dry ice per 1,000-gallons of tank volume.
 - f) Within 2 hours, in the presence of the Fire Inspector, test the O2 level and LEL of each tank. There must be 5% or less O2 and 0% LEL to proceed.
 - g) Once the tanks are inert, as defined by the "Long Beach Fire Department Removal Method #2-Clean" guideline (Attachment A), the inspector will authorize excavation.
 - h) Do Not Excavate (break ground) without specific written authorization from the inspector.



BID SECTION

- i) The existing UST is located in close proximity to a building. It is the contractor's responsibility to inspect the construction area prior to bidding and to remove the UST without damaging the building.
 - j) Once authorized to do so by the inspector, excavate the tank top and piping runs. Do not remove the piping.
 - k) A state-licensed marine chemist or industrial hygienist shall certify the tanks as clean and safe to transport. This may require additional cleaning. After the tank has been certified clean and safe to transport, and the inspector so authorizes, remove the tank.
 - l) Mark and Manifest the tank in accordance with "Long Beach Fire Department Removal Method #2-Clean" guideline (Attachment A).
 - m) Clean the exterior of the tank while it is above a plastic-lined containment area
 - n) The tank shall be transported intact and in one piece.
12. Gather and analyze soil and/or water samples as follows:
- a) Conduct soil and water sampling and testing in accordance with the Long Beach Post Tank Removal Guidelines (Attachment B) as interpreted by the Inspector.
 - b) While the underground piping is still in place, a California registered geologist shall collect soil samples along the piping run as required the Long Beach Post Tank Removal Guidelines, CCR Title 23, and CA Health and Safety Code, Chapter 6.7, as interpreted by the Inspector.
 - c) As a minimum, soil or water sampling is required below both ends of the tank; at 20-foot intervals along the belowground piping run; below every piping joint or elbow; and at any other place indicated by the inspector.
 - d) The soil and water samples shall be tested in accordance with the Long Beach Post Tank Removal Guidelines.
 - e) Analysis of samples shall be expedited (24 hour turn around). A full copy of the analysis shall be forwarded to the a (Richard.Steinhaus@longbeach.gov) within 30 hours from the time the samples were collected.
 - f) Remove the entire existing tank pad.
13. Prepare and submit closure reports as follows:
- a) Within 15 days of tank removal, deliver to the Fleet Services Supervisor of Operations, at 2600 Temple Avenue, Long Beach, CA, 90806, four (4) copies each of the Soil (water) Sampling Report and Tank Removal Report, in the format prescribed by the Long Beach Post Tank Removal Guidelines (Attachment C) and State code.
14. Replace all crash posts that were compromised during UST system removal. Crash posts shall be compliance with California Fire Code and City of Long Beach municipal code requirements.
15. Environmental Clean UP/Remediation
- a) Should analysis of the water or soil samples warrant remediation, work may be authorized under **Line Item 4** of this contract, or a new contract may be required depending on the amount of remediation.



BID SECTION

LINE ITEM 3 – NEW AST AND DAY TANK SYSTEM INSTALLATION

1. Install a new AST-based system to fuel fleet vehicles and the emergency generator.
2. The new AST system shall be located generally where the existing dispenser is currently located. The exact location of the AST shall be determined by the contractor, but shall require the approval of the Fleet Operations Supervisor.
3. The operational requirements for the new system are as follows:
 - a) Provide diesel fuel to fleet vehicles using Fleet Dispenser and nozzle mounted directly on one end of the UST.
 - b) Provide fuel to the new day tank for the emergency generator.
4. Install and commission a fueling system as described below. The new fueling site shall consist of the following major components and all piping, wiring, weatherproofing, and other elements necessary to provide a fully functioning fueling site, but not listed herein. The system shall be compliant with all Federal, State, and local codes and regulations in effect as of the date of final inspection.
 - a) **AST:** One (1) Low Profile 8,000-gallon UL-2085 double-walled, Fireguard AST. The overall height should not exceed 7 feet. The AST will need to accommodate all of the following equipment as well as the required venting:
 - I. Ground Level Fill
 - II. Clock Gauge
 - III. Fleet Dispenser
 - IV. Generator Supply Line
 - V. Generator Return Line
 - VI. Veeder-Root Tank Probe
 - VII. Veeder-Root Annular sensor
 - b) **AST Concrete Slab:** As a minimum the concrete pad shall meet the following specifications:
 - I. Structural Engineered Foundation Concrete Slab.
 - II. The slab should extend out from the AST at least 12 " on all sides
 - III. The slab will have a 6" berm with a drain valve
 - IV. Construction joints shall be cut as soon as practical but no later than 12 hours after pouring concrete
 - V. A deputy inspector shall witness the pour.
 - VI. Dowel new pad to the contiguous concrete.
 - c) **Spill Containment:** The AST will have an approved ground level fill port inside a spill containment box. The fill piping will have an approved overfill prevention drop tube installed at the top of the tank. The drop tube will extend to within 6" of the bottom of the AST.
 - d) **Dispenser:** One (1) remote dispenser mounted on or right next to the tank so the nozzle and meter are not more than 6' high.
 - e) **Aboveground Pipe:** All aboveground piping shall be steel. Piping connected to the AST shall be painted white. Piping inside the building where it penetrates



BID SECTION

the wall to the day tank shall be painted with epoxy paint for corrosion protection.

- f) **Underground Piping and piping from the transition box next to the building:** All piping shall be OPW FlexWorks Double Wall Pipe installed in lined access pipe. The Double Wall piping from the transition box into the building shall be enclosed with Fiberglass pipe for additional UV protection.
 - g) **Transition Boxes:** Two (2) Bravo B-600 series transition boxes shall be installed for the underground pipe from the AST to the generator building.
 - h) **Hanging Hardware:** The dispenser shall be mounted with 18-foot fuel hoses, diesel nozzle, and retractor stand so the hose does not rest on the ground.
 - i) **Clock Gauge:** One (1) Morrison 818C-400 Clock Gauge with a gallon face plate will be installed on the AST. One (1) Krueger Level Gauge or similar will be installed on the day tank.
 - j) **Day Tank:** One (1) 275-gallon Day Tank will be installed inside the generator room. The day tank will have a supply pump and an overflow return pump.
 - k) **Monitoring System:** Veeder- Root inventory and leak monitoring system consisting of the following major components.
 - I. TLS-300C monitoring panel with an Ethernet communications card (retained from the previous system) mounted in a NEMA 4X enclosure on the outside wall of the building it is currently in.
 - II. Two (2) Mag Plus automatic tank gauge/probes for the AST and the day tank.
 - III. Non-discriminating sump sensors in the two transition sumps, and one in the generator room.
 - IV. Dry interstitial sensor installed on the AST interstitial space.
 - V. Dry interstitial or Basin sensor installed on the day tank.
 - VI. One (1) overflow alarm and acknowledgement switch (retained from the existing system).
 - l) **Conduit:** Route all wiring through new conduit
5. The brand names of the equipment are for reference only. Alternate brands that are equivalent in design, performance, quality, functionality, and compatibility are acceptable upon approval by the Fleet Services Operations Supervisor. The suitability of alternate brand equipment shall be at the sole discretion of the Fleet Services Operations Supervisor.
 6. Install the above equipment and all associated ancillary equipment, wiring, conduit and supports necessary to commission a fully functional and code-compliance fuelling facility.
 7. Installation shall be in accordance with PEI RP200 "INSTALLATION OF ABOVEGROUND STORAGE SYSTEMS", manufacturer guidelines/instructions, Best Management Practice, and industry standards associated with the construction of a fleet fueling facility.
 8. The details in the Scope of Work are not intended to specify all means and methods for the installation of the fueling system described herein. This contract does not include an all-inclusive parts list. However, the price of this contract



BID SECTION

- shall include the cost for all parts and processes necessary to install the fueling system described herein, even though some parts and processes are not specifically listed.
9. It is the responsibility of the contractor to install a system that fulfills the operational requirements stated above; and is fully compliant with all federal, state, regional, and local codes and regulations at the time of final inspection.
 10. If conflicts arise between any statute or regulation and this Scope of Work, the statutes or regulation shall prevail. It is the responsibility of the contractor, as an experienced, fully licensed, and professional contractor, to include in the price of this contract, any costs associated with reconciling such conflict.
 11. Installation of all parts and equipment shall be accomplished by ICC and manufacturer- certified technicians, or when necessary to activate the manufacturer's warranty, by an Authorized Service Contractor.
 12. In- process testing shall be conducted in accordance with manufacturer guidelines/instructions and State code as interpreted by the inspector.
 13. Conduct all tests and demonstrations required by Federal, State, and local code, as interpreted by the Inspector, during construction and for the commissioning of an AST- based fueling system. Refer to Title 24, Part 9, California Fire Code; Chapter 23 and Chapter 57.
 14. Within seven days of final inspection, certify the AST leak monitoring system. Document the certification on the state approved form and provide it to the City of Long Beach, Fleet Services Supervisor of Operations. *(The CUPA shall be notified of the certification).*
 15. If any component fails any tests, certifications, or demonstrations, submit a repair/replacement plan to the Fleet Services Supervisor of Operations for approval. Once a repair/replacement plan is approved, repair or replace the component in accordance with the approved plan and retest.
 16. **Provide notification to the Fleet Services Supervisor of Operations five (5) business days in advance, for all tests required by State code.**
 17. The emergency generator can only be taken off line between the months of October through April. **If the new fueling system is not online and operational on or before April 30th, it shall be the sole responsibility of the contractor to provide a temporary fuel system that allows for 48 hours of generator run time. Generator requires 80-100 gallons per hour at full load. Contractor's responsibilities include, but are not limited to, plans and permitting, equipment, complete installation and fuel necessary to provide a fully operational backup power system.**



BID SECTION

LINE ITEM 4 – ALLOWANCE FOR UNFORSEEN & ENVIRONMENTAL REMEDIATION

1. Conduct environmental cleanup as directed by the Fleet Supervisor of Operations.
2. Environmental cleanup shall only be undertaken if soil and/or water sample analysis indicates that cleanup may be necessary. Clean up may include disposal of contaminated soil or water; additional excavation (dig-to-clean); and additional sampling and analysis.
3. During the course of this project, it may be necessary to conduct work that is not specified in, referenced in, or inferred by line items 1 through 3 of this Scope of Work (unforeseen conditions). As a result, the City may authorize such work be done under **Line Item 4**.
4. Conducting work under **Line Item 4** requires advance written authorization by the City.
5. The total price for **Line Item 4** listed in the Pricing Section below is the maximum price for this line item. The price for any work authorized under **Line Item 4** shall be agreed upon in advance. Authorization by the City will include, at the City's sole option, either a "firm fixed price" or a price that is equal to the contractor's actual costs plus 10%.
6. If 'cost-plus' pricing is agreed upon, the contractor shall submit an estimated cost for approval prior to starting work.
7. If 'cost-plus' pricing is agreed upon, prior to submitting an invoice or claim for payment, the contractor shall submit cost rationale consisting of a detailed list of expenses along with supporting documentation (vendor invoices, time sheets, etc.). The cost rationale must be approved prior to submitting an invoice for the work.
8. The total price of 'fixed price' and 'cost plus' work authorized under this line item shall not exceed the total price stated in the Pricing Section.

LINE ITEM 5 – ADDITIONAL WORK

1. **Monitoring Panel and Third Party Remote Communication Device-** The existing monitoring panel and third party remote communication device will be relocated to the outer wall across from the AST. They will be installed in a NEMA 4X enclosure.

Final Acceptance

1. Final acceptance of this project shall occur when **all** of the following are accomplished:
 - a. The work, certification, and testing specified above are complete, the job site



BID SECTION

- is clean, and all test water, construction equipment and debris have been removed.
- b. The Long Beach Department of Development Services approves the job by signing the job card.
 - c. The site passes final inspection and the Long Beach Fire Department approves the job by signing the job card and the planning package.
 - d. The contractor demonstrates to the City of Long Beach, Fleet Services Supervisor of Operation's satisfaction that all aspects of the fueling site operate as designed and that workmanship is consistent with industry standards for a new fueling system and for this site's location at the City of Long Beach Water Treatment Plant, a vital public entity.
 - e. The signed-off job cards and drawing package are delivered to the City of the Long Beach, Fleet Services Supervisor of Operations.
 - f. All test results (on State/AQMD-approved forms), including the testing conducted in Line Item 3 are delivered to the City of Long Beach, Fleet Services Supervisor of Operations.
 - g. The leak monitoring systems are certified/tested and the resulting documentation is delivered to the City of Long Beach, Fleet Services Supervisor of Operations.
 - h. The Supervisor of Operations certifies, by signing the project plans, that the fueling system installation and commissioning appear to have been accomplished successfully, all documentation has been delivered, and that the system operates as designed.

Payment

1. Once *final acceptance* has occurred, the total contract price, less a \$50,000 hold-back and any progress payments made, will be paid within 60 days of invoice receipt.
2. Once the system has operated as designed for six months and does not require any repairs, the \$50,000 hold-back will be paid within 60 days of invoice receipt.
3. If authorized by the City, progress payments may be paid as follows:

<u>Line Item</u>	<u>Task Description</u>	<u>Payment Amount</u>
1	Acquisition of all City-issued permits	100% of the price of Line Item 1
2	Completion of all tasks described in Line Item 2	100% of the price of Line Item 2
3	Contractor pays its vendors for equipment	75% of the amount paid to the vendors. Proof of payment and detailed invoice are required.
4	The new AST and Day Tank are Set	\$20,000.00
5	Upon Completion of each task as authorized under Line Item 4	100% of the price agreed upon for the task



BID SECTION

- 6 Upon completion of each task as 100% of the price agreed upon for the task authorized under Line Item 5

- 4. Front loading of the line item price structure for the purpose of accelerating progress payments shall be cause for withholding progress payments.

Warranty

- 1. In addition to any warranties expressed or implied elsewhere in this contract, the contractor guarantees all work conducted and all equipment installed as part of this contract for a period of one year. If the fueling system or any of its components fails to perform as designed, malfunctions, fails a required test during the year following *final acceptance*, or proves to be of inferior workmanship, the contractor shall promptly repair or replace the component(s) as necessary to restore the system to the satisfaction of the City. The contractor shall be responsible to furnish the necessary labor, including design, engineering, permitting fees, parts, and materials to restore the system. If the contractor is unable to promptly restore the system, the City may elect to contract with another vendor to repair the system. The contractor shall then be liable for the cost of the repair plus 10%.

Liquidated Damages

- a. This fueling system is the primary fueling location for Water Treatment Plant. Protracted downtime will result in a financial burden on the City of Long Beach. As a result, this contract includes a provision for liquidated damages.
- b. Removing the existing UST system and installing and commissioning a new system are estimated to take twelve weeks (six weeks Plans and Permitting, six weeks construction).
- c. If the fueling system is out of commission for more than eight weeks, the contractor agrees to pay the City \$500 for each day beyond the eight weeks, that the system out of commission.



BID SECTION

PRICING

The contractor agrees to accomplish the work described in this contract for the Total Firm Fixed Price listed below. The City agrees that the work described in the scope of work will be awarded to a single contractor. The line item pricing indicated below reflects the costs associated with the scope of work for that line item.

<u>Line Item</u>	<u>Description</u>	<u>Line Item Price</u>	<u>Total Price</u>
1	Plans and Permitting	CUPA A) Fire B) Bldg C)	\$ 7,150.00
2	UST and Existing Day Tank System Removal	Lump sum Removal and backfilling	\$ 18,210.00
3	Cost for Shoring Structure next to job site	Lump sum, including crane	\$ 6,820.00
4	New AST and Day Tank System Installation	Lump sum Equipment and Installation	\$ 179,900.00
5	Allowance for Unforeseen & Environmental Remediation	Hourly Equipment Utilization Material(s) Utilization See attached	\$150,000
6	Additional Work	None Requested	\$ 0.00
7	State estimated number of contiguous Monday – Friday days that the generator will be cut off from fuel.		10 days if work is phased correctly

TOTAL PRICE: \$ 362,080.00

PAYMENT TERMS: 25% after tank removal
 50% after placement of AGFST
 10% after all inspections & sign-off
 14% (balance) retention (\$50,691.00)
 6 months after completion

Note: Bid does not request any canopy structure or catastrophic spill containment system.



ATTACHMENT A
REMOVAL METHOD #2 – CLEAN

Each tank is cleaned "on-site", "certified" by a certified Marine Chemist (or certified Industrial Hygienist) as clean, vapor free. The cleaned tank(s) can be transported (with their respective certifications) for material recycling or salvage. Prior to starting work:

1. Barriers, caution tape and "No Smoking" signs shall be installed to keep any source of ignition at least 25' away from the excavation.
2. A Long Beach Fire Department Inspector must be on-site to witness the dry ice procedure. Place a minimum of **twenty-two (22) pounds of dry ice per 1000 gallons of capacity** into the tank.
3. Within two hours after dry icing the tank(s), a Long Beach Fire Department Inspector will return to the site and witness the contractor take oxygen content readings.

Oxygen content of the tank atmosphere shall be below 5 percent, at which point the tank shall be considered inerted. (NFPA 306)

It is mandatory that a properly calibrated flammable/combustible gas analyzer and oxygen indicator, certified within 90 days, is on the job site from start to finish.

4. Work may begin only when the Fire Inspector gives permission. Excavate and expose top of tank. Identify all piping associated and relative to the tank. Disconnect the piping from the tank (including vent lines, associated piping, electrical lines and in-tank pump(s)) making observations for any product leakage. **CONTINUOUS SUPERVISION MUST BE MAINTAINED DURING THE OPERATIONS BY A COMPETENT AND RESPONSIBLE ADULT EMPLOYEE OF THE CONTRACTOR NAMED ON THE REMOVAL PERMIT.**

5. Use vacuum truck equipment following bonding procedures. **TAKE FREQUENT LEL READINGS).**

6. Water blast the tank interior using a minimum of 2000 psi of water and detergent, if necessary (other cleaning methods as per NFPA #327 may be presented with this application). Loose scale, sludge and rinse water are removed by the vacuum truck. The washing may cease when the sludge and debris is removed and the LEL is 0%. Grounding and bonding procedures shall be followed with water blasting equipment.

7. Interior rinse water and sludge shall be manifested and transported to a fully approved and permitted TSD facility by a Licensed Hazardous Waste Transporter, subject to all applicable governmental regulations. A copy of the manifest shall be given to the Long Beach Fire Inspector on-site before tank is removed.

8. A certified Marine Chemist or a certified Industrial Hygienist shall inspect the tank and issue a certificate stating that the tank is clean and vapor free. Copies of the certification for each tank must be given to the Long Beach Fire Inspector on the site.

NO HOT WORK IS PERMITTED ON ANY TANK

9. The Marine Chemist or Industrial Hygienist shall apply an identification number that corresponds to the "certification" with a can of spray paint to the tank exterior. A copy of the certification must be kept with the tank.

10. If no manhole is in the tank, a pneumatic cold cutting tool shall be used to cut a 12" x 12" hole (minimum) at an appropriate location to facilitate interior inspection. **Use only beryllium or approved non-sparking tools.** Large tank(s) may require multiple manholes since all interior areas of the tank must be visible for inspection. LEL readings shall be 0% before cutting begins.

11. In the presence of the Long Beach Fire Department Inspector remove the cleaned tank from the excavation. Remove all soil from tank exterior with **non-sparking tools.**

12. Load and secure the tank(s) on appropriate transporting equipment and remove with certificate(s) from premises. The tank(s) may be transported, with certifications, to a material recycling or salvage business.

13. Soil samples from beneath the dispensers, pipes, spoil piles and tank(s) will be required and witnessed by a Long Beach Fire Department Inspector. Soil sampling requirements must be in accordance with the **Long Beach Department of Health and Human Services** guidelines listed in Appendix A. Additional soil sampling may be required at the discretion of the Long Beach Fire Department, Bureau of Fire Prevention Inspector.

NOTE: Complying with the requirements of the Long Beach Fire Department does not preclude the necessity to comply with regulations of other authorities and licensing agencies.





POST TANK REMOVAL GUIDELINES

After July 1, 2013, the LBDHHS will refer to the California State Water Resources Control Board (SWRCB), underground storage tank cases upon confirmation that an unauthorized petroleum* release has impacted the soil or groundwater. The referral is based upon the review of the Soil Sampling Report and confirmation that an unauthorized release has occurred at the subject site

On the other hand, if an unauthorized release has not occurred, the LBDHHS will notify all stake holders that further sampling will not be required.

The criteria use to determine if a release has occurred is specified in the SWRCB's Low Threat Underground Storage Tank Case Closure Policy, adopted by State Water Board Resolution No. 2012-0016 (effective August 17,2012).

Non-UST projects, related to above ground storage tanks, hydraulic lifts and clarifiers, will continue to be managed by the LBDHHS. If the soil or groundwater is determined to become impacted by an unauthorized release of, additional characterization will be necessary.

* **Petroleum** is defined as crude oil, or fraction thereof, which is liquid at standard conditions of temperature and pressure, which means 60 degrees Fahrenheit and 14.7 pounds per square inch absolute, including the following substances: Motor fuels, jet fuels, distillate fuel oils, residual fuel oils, lubricants, petroleum solvents and used oils, including any additives and blending agents such as oxygenates contained in the formulation of substances.

The location(s) from which soil samples are to be taken are specific to the type of project. They may be taken from beneath the tank(s), dispensers or pipes and always from soils piles. Samples must be taken 2 to 4 feet below the tank invert, the product lines (at 20 foot intervals). A Long Beach Fire Department Inspector witnessed the sampling.

If groundwater is encountered, grab water samples must be obtained from a Hydropunch TM or similar type of system and properly analyzed. Because these sample results are not repeatable, they will be considered qualitative measurements. Also, the results will determine if the water is to be disposed of as hazardous waste.

Accepted sampling methods are: Split-barrel core sampler, modified California sampler, Shelby Tube, or other accepted method. To preserve and minimize organic losses, the EPA Method 5035 specified in USEPA SW- 846, version (April 1998), or subsequent edition is to be used.

Soil sampling must be done under the direct supervision of a California Professional Geologist (PG).

Excavated soil must be handled in compliance with the South Coast Air Quality Management District's Rule 1166 regarding volatile organic compound (VOC) emissions from contaminated soil.

Analytical tests must be performed by a laboratory with certification under the California environmental laboratory Accreditation (ELAP). Analytical tests for the soil samples are indicated on pages 4 and 5 under Laboratory Analyses.

A **Soil Sampling Report** can be found starting on page 46. This report must be submitted to City of Long Beach Department of Health and Human Services (LBDHHS) within 14 days of sampling. Upon review of



the **Soil Sampling Report**, the LBDHHS will determine if the excavated soil may be placed back into the excavation. The excavation may be immediately backfilled with uncontaminated imported soil, even before the Soil Sampling Report is available. Receipts must be available to the LBFD and the LBDHHS as proof that the soil is uncontaminated (clean).

The LBDHHS does not stipulate how long an excavation can remain open as long as precautions have been taken by the responsible party to assure the avoidance of any potential public danger.

All stockpiles shall be on and covered with heavy duty, continuous plastic sheet(s) joined at the seams and securely anchored to prevent any exposure of soil to the atmosphere. The site shall be temporarily fenced to a height of six feet. If an excavation is left in an unsafe condition, the property will be returned to a safe condition by the City of Long Beach and all costs incurred will be charged to the owner/permittee.

Within 30 days of tank removal, a **Final Tank Removal Report** (see page 47 for requirements and format) and a check for the project review fee must be mailed to the **City of Long Beach Department of Health and Human Services, Division of Hazardous Materials: 2525 Grand Avenue, Suite 222, Long Beach, CA 90815**. (Call 562-570-4129 for the current UST Removal Report Review fee)

Sampling Report

The Soil Sampling Report is a preliminary assessment, through documentation, of the subsurface conditions from the open excavation where a tank was removed. It is considered the minimum documentation required before the backfilling of an open excavation, therefore the following must be provided.

1. SITE HYDROGEOLOGY:

a. Indicate depth to groundwater, aquifer system and local use of groundwater.

2. SOIL SAMPLING:

Samples are to be collected using a volumetric sampling system designed to collect, store and deliver a soil sample. To preserve and minimize organic losses, EPA Method 5035 specified in USEPA SW-846, version (April 1998) or subsequent version is to be used. Samples must be tested by a laboratory with certification under the California Environmental Laboratory Accreditation program (ELAP).

3. SITE GEOLOGY:

- a. Submit cross-section of subsurface discovered during tank excavation.
- b. Describe soil lithology.

4. SOIL TEST RESULTS

5. MANIFESTS

- a. Tank disposal. Certification by Marine Chemist or Industrial Hygienist)
- b. Rinseate disposal.
- c. Contaminated soil disposal.

6. CONCLUSIONS

- a. Recommend any additional work (site characterization.).
- b. Recommend no additional work (closure)

7. SIGNATURE/STAMPS REQUIRED FROM ONE OF THE FOLLOWING:

- a. California Professional Civil Engineer (PE).
- b. California Professional Geologist (PG).



FINAL TANK REMOVAL REPORT

1. Tank Information

- a. Date tank(s) removed and contents samples.
- b. Number of tanks removed.
- c. Stored product.
- d. Tank capacity.
- e. Age of tank.
- f. Tank construction material.
- g. Tank disposal documentation: Removal as hazardous waste (manifested), or as scrap metal (Certification by a Marine Chemist or Industrial Hygienist).
- h. Product disposal documentation: manifest if tank is destroyed to be rendered as scrap metal.

2. Tank Removal

- a. Describe removal procedure.
- b. Monitor excavated soil for air emissions to comply with SCAQMD rule 1166.

3. Site Plan

- a. Show location of -tanks, sampling points, building structures, piping and pumps.
- b. Show adjacent streets.
- c. North arrow.
- d. Area of excavation.

4. Soil Sampling Report (laboratory data and chain of custody attached to corresponding reports must be original).

5. Depth to groundwater must be provided and distance to the nearest drinking water well
6. Underground Storage Tank Unauthorized Release Report (Leak) / Contamination Site Report if it is confirmed that the soil has been impacted
7. Names and mailing addresses and phone numbers for the following parties: person/entity who financed the project; property owner; business operator.
8. A **copy** of the Final Tank Removal Report must be mailed to the Long Beach Fire Department at 3205 Lakewood Blvd, Long Beach, CA 90808.





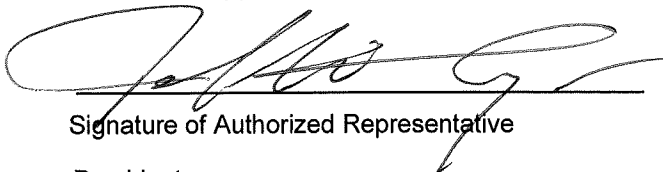
ATTACHMENT

Debarment, Suspension, Ineligibility Certification

(Please read attached *Acceptance of Certification and Instructions for Certification* before completing)

This certification is required by federal regulations implementing Executive Order

1. The potential recipient of Federal assistance funds certifies, by submission of proposal, that:
 - Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - Have not within three (3) year period preceding this bid/agreement/proposal had a civil judgment rendered against them for commission of fraud or been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - Are not presently or previously indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above paragraph of this certification; and
 - Have not within a three (3) year period preceding this bid/agreement/proposal had one or more public (Federal, State, or local) transactions terminated for cause of default.
2. Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.



Signature of Authorized Representative

President

Title of Authorized Representative

Jenal Engineering Corporation

Business/Contractor/ Agency

8/28/2014

Date

Acceptance of Certification

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

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to confirm that vendors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business under "Search Records". The finding that "Your search returned no results" is an indicator of compliance.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at anytime, your business or persons associated with your business become debarred or suspend, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

If you have any questions on how to complete this form, please contact the City of Long Beach, Business Relations, Purchasing Division at 562-570-6200.

SMALL BUSINESS ENTERPRISE PROGRAM

There will be a combined SBE/VSBE/LSBE goal of 0% on this contract.



CITY OF LONG BEACH

Department of Financial Management Business Services Bureau

333 West Ocean Blvd., 7th Floor, Long Beach, CA 90802 (562) 570-6200 Fax (562) 570-5099 sbe@longbeach.gov

Certified Small Business Enterprise

Vendor Account Number: 187787

Jennifer Westermeyer

Jenal Engineering Corporation

7959 Lemon Grove Way

Lemon Grove, CA 91945

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition. Per our evaluation of the information you provided in your application and the North American Industry Classification System codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by the following organizations:

City of Long Beach

City of Long Beach is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

NAICS code(s) for which SBE status is recognized: 236116,237120,447190 SBE Certificate Effective Date: 08/20/14 SBE Certificate Expiration Date: 08/20/17
--

Work Performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above agencies.

The agencies reserve the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading or incorrect information and reserve the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participation in any contracts for a period of up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date mentioned above. All information is subject to verification.

If there are any changes in your status that may impact your certification, you are required to update your account information online. A copy of your information can be viewed by logging into City of Long Beach Vendor Portal, click on Vendor Profile, and visiting the Small Business Certification tab.

Sincerely,
Jason MacDonald
Purchasing and Business Services Manager

333 W. Ocean Blvd., 7th Floor, Long Beach, CA 90802; (562) 570-6200 Fax (562) 570-5099



Department of
General Services
BUILDING GREEN BUYING GREEN WORKING GREEN

Jenal Engineering Corporation - #1145101

SUPPLIER PROFILE

Legal Business Name	Jenal Engineering Corporation		
Doing Business As	Jenal Engineering Corporation		
Address	P.O. Box 459 LEMON GROVE, CA 91946	Phone	(619) 697-2200
		FAX	(619) 697-2400
Email	Jenalinc@cox.net		
Business Types	Construction Service		
Service Areas	Alpine, Imperial, Los Angeles, Riverside, San Diego,		
Keywords	Fuel Storage Tanks, Removal/replace/repair & installation, piping, testing, upgrades. Above&Below ground. Compliance & maintenance & upgrades		
Construction License Types	A - General Engineering HAZ - Hazardous Substance Removal Certification		
Classifications	201429 - Storage vessels and tanks 251724 - Fuel tanks and systems 252024 - Aircraft fuel tanks and systems 721533 - Service station equipment installation and maintenance services		

Active Certifications

TYPE	STATUS	FROM	TO
SB (Micro)	Approved	Apr 8, 2013	Apr 30, 2017

Certification History

TYPE	STATUS	FROM	TO
SB (Micro)	Expired	Apr 21, 2011	Apr 30, 2013
SB	Expired	Oct 22, 2009	Oct 31, 2010
SB	Denied		

**SMALL BUSINESS ENTERPRISES (SBE)/VERY SMALL BUSINESS ENTERPRISES (VSBE),
LOCAL SMALL BUSINESS ENTERPRISES (LSBE)**

PROGRAM PROCEDURES AND GOALS

The City has established a Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), Local Small Business Enterprise (LSBE) Program to encourage small business participation on City-wide contracts and procurements. The goal of the Program is to award a portion of the City's annual contracting and procurement dollars to SBEs and VSBEs. The City meets this goal by establishing SBE/VSBE/LSBE subcontracting goals on applicable contracts, and by encouraging SBEs, VSBEs, LSBEs to bid and submit quotes as primes. **Although SBE/VSBE/LSBE subcontracting goals were not assigned to this procurement, the City strongly encourages SBE and VSBE firms to submit bids/quotes on this procurement opportunity.**

The City's online bidding database, facilitates the City's effort to meet the annual SBE/VSBE/LSBE goal. All bidders/vendors (large and small) are strongly encouraged to register in the City's online bidder's database. Small businesses must apply for SBE certification via the database in order to receive SBE, VSBE or LSBE status for this or any future procurement. To register, log on to **www.longbeach.gov/purchasing** and click on "Bidder Registration." To apply for SBE certification, answer "Yes" to the following question on the online vendor registration site: "Would you like to be SBE certified by the City of Long Beach as a Small Business Enterprise?"

SBE eligibility is determined utilizing federal U.S. Small Business Administration (SBA) size standards based on North American Industrial Classification System (NAICS) codes. VSBE eligibility is determined utilizing criteria consistent with the State of California's Department of General Services' "micro-business" designation: contractors, consultants, and vendors with gross annual receipts, averaged over the past three tax years, of \$3.50 million or less, or small business manufacturers with 25 or fewer employees. LSBE eligibility is determined by having a current, valid business license from the City and a seller's permit showing a place of business within City limits and meet the SBE requirements.

Registration and certification are free to all businesses. As a registrant, you will receive e-notifications of contracting and procurement opportunities that match the product and service codes you selected at the time of registration. As a certified SBE, you will also be included in the online SBE/VSBE/LSBE directory.

To learn more about the City's SBE Program, please visit **<http://www.longbeach.gov/purchasing/sbe.asp>**.

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDINANCE NO. ORD-09-0036

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LONG BEACH AMENDING THE LONG BEACH MUNICIPAL CODE BY ADDING CHAPTER 2.73 ESTABLISHING AN "EQUAL BENEFITS ORDINANCE" REQUIRING CONTRACTORS ON CITY CONTRACTS TO PROVIDE EMPLOYEE BENEFITS TO THEIR EMPLOYEES WITH DOMESTIC PARTNERS EQUIVALENT TO THOSE PROVIDED TO THEIR EMPLOYEES WITH SPOUSES

WHEREAS, employee benefits comprise a significant portion of total employee compensation; and

WHEREAS, discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work; and

WHEREAS, the City of Long Beach prohibits discrimination based on marital status and/or sexual orientation; and

WHEREAS, contractors with the City of Long Beach are required to comply with the City's nondiscrimination laws; and

WHEREAS, the City Council finds and determines that the public, health, safety and welfare will be furthered by requiring that public funds be expended in such a manner as to prohibit discrimination in the provision of employee benefits by City contractors between employees with spouses and employees with domestic partners, and between domestic partners and spouses of such employees;

NOW, THEREFORE, the City Council of the City of Long Beach ordains as follows:

///

1 Section 1. Chapter 2.73 is added to the Long Beach Municipal Code to
2 read as follows:

3 Chapter 2.73

4 **EQUAL BENEFITS TO EMPLOYEES OF CITY CONTRACTORS**

5
6 2.73.010 Title and purpose.

7 This ordinance shall be known as the "Long Beach Equal Benefits
8 Ordinance". The purpose of this Chapter is to protect the public health,
9 safety and welfare by requiring that public funds be expended in such a
10 manner as to prohibit discrimination in the provision of employee benefits by
11 City contractors between employees with spouses and employees with
12 domestic partners, and/or between domestic partners and spouses of such
13 employees.

14
15 2.73.020 Definitions.

16 A. "Contractor" shall mean any person or persons, firm,
17 partnership, corporation, or combination thereof, who enters into a contract
18 with the City.

19 B. "Domestic partner" shall mean any person who has a currently
20 registered domestic partnership with a governmental body pursuant to state
21 or local law authorizing such registration or with his or her employer or his or
22 her domestic partner's employer.

23 C. "Non-profit" shall mean a non-profit organization described in
24 Section 501(c)(3) of the Internal Revenue Code of 1954 which is exempt
25 from taxation under Section 501(c)(3) of that Code, or any nonprofit
26 educational organization qualified under Section 23701(d) of the Revenue
27 and Taxation Code.

28 ///

- 1 **2.73.030 Contractors subject to requirements.**
- 2 A. The following contractors are subject to this Chapter:
- 3 1. For-profit entities which enter into an agreement with
- 4 the City for public works or improvements to be performed, or for goods or
- 5 services to be purchased, for an amount of One Hundred Thousand Dollars
- 6 (\$100,000) or more; and
- 7 2. For-profit entities which generate Three Hundred Fifty
- 8 Thousand Dollars (\$350,000) or more in annual gross receipts and which
- 9 occupy City property pursuant to a written agreement for the exclusive use
- 10 or occupancy of said property for a term exceeding twenty-nine (29) days in
- 11 any calendar year.
- 12 B. The requirements of this Chapter shall only apply to those
- 13 portions of a contractor's operations that occur (i) within the City; (ii) on real
- 14 property outside the City if the property is owned by the City or if the City
- 15 has a right to occupy the property, and if the contractor's presence at that
- 16 location is connected to a contract with the City; and (iii) elsewhere in the
- 17 United States where work related to a City contract is being performed. The
- 18 requirements of this Chapter shall not apply to subcontracts or
- 19 subcontractors of any contract or contractor.
- 20 C. The City Manager or designee will provide a report to the City
- 21 Council regarding the implementation of this ordinance no later than one
- 22 year following the effective date of this Ordinance, and will consider among
- 23 other items, whether the dollar thresholds set forth in subsections (A) and
- 24 (B) should be modified.
- 25
- 26 **2.73.040 Non-discrimination in provision of benefits.**
- 27 A. No contractor subject to this Chapter pursuant to Section
- 28 2.73.030 shall discriminate in the provision of bereavement leave, family

1 medical leave, health benefits, membership or membership discounts,
2 moving expenses, pensions and retirement benefits or travel benefits or in
3 the provision of any benefits other than bereavement leave, family medical
4 leave, health benefits, membership or membership discounts, moving
5 expenses, pensions and retirement benefits or travel benefits between
6 employees with domestic partners and employees with spouses, and/or
7 between the domestic partners and spouses of such employees except as
8 set forth in Subsections 2.73.040.A.1 and 2 below;

9 1. In the event that the contractor's actual cost of
10 providing a particular benefit for the domestic partner of an employee
11 exceeds that of providing it for the spouse of an employee, or the
12 contractor's actual cost of providing a particular benefit for the spouse of an
13 employee exceeds that of providing it for the domestic partner of an
14 employee, the contractor shall not be deemed to discriminate in the
15 provision of employee benefits if the contractor conditions providing such
16 benefit upon the employee agreeing to pay the excess costs.

17 2. The contractor shall not be deemed to discriminate in
18 the provision of employee benefits if, despite taking reasonable measure to
19 do so, the contractor is unable to extend a particular employee benefit to
20 domestic partners, so long as the contractor provides the employee with a
21 cash equivalent.

22 B. Provided that a contractor does not discriminate in the
23 provision of benefits between employees with spouses and employees with
24 domestic partners, a contractor may:

25 1. Elect to provide benefits to individuals in addition to
26 employees' spouses and employees' domestic partners;

27 2. Allow each employee to designate a legally domiciled
28 member of the employee's household as being eligible for spousal

1 equivalent benefits; or

2 3. Provide benefits neither to employees' spouses nor to
3 employees' domestic partners.

4 C. A contractor will not be deemed to be discriminating in the
5 provision of benefits where the implementation of policies ending
6 discrimination in benefits is delayed following the first award of a City
7 contract to a contractor after the effective date of this Chapter:

8 1. Until the first effective date after the first open
9 enrollment process following the date the contract with the City is executed,
10 provided that the contractor submits evidence that it is making reasonable
11 efforts to end discrimination in benefits. This delay may not exceed two (2)
12 years from the date the contract with the City is executed and only applies
13 to benefits for which an open enrollment process is applicable.

14 2. Until administrative steps can be taken to incorporate
15 nondiscrimination in benefits in the contractor's infrastructure. The timer
16 allotted for these administrative steps shall apply only to those benefits for
17 which administrative steps are necessary and may not exceed three (3)
18 months. An extension of this time may be granted at the discretion of the
19 City Manager upon the written request of a contractor, setting forth the
20 reasons that additional time is required.

21 3. Until the expiration of a contractor's current collective
22 bargaining agreement(s) where all of the following conditions have been
23 met:

24 a. The provision of benefits is governed by one or
25 more collective bargaining agreement(s); and

26 b. The contractor takes all reasonable measures to
27 end discrimination in benefits by either requesting that the union(s) involved
28 agree to reopen the agreement(s) in order for the contractor to take

1 whatever steps are necessary to end discrimination in benefits or by ending
2 discrimination in benefits without reopening the collective bargaining
3 agreement(s); and

4 c. In the event that the contractor cannot end
5 discrimination in benefits despite taking all reasonable measure to do so,
6 the contractor provides a cash equivalent to eligible employees for whom
7 benefits are not available. Unless otherwise authorized, in writing by the
8 City Manager, this cash equivalent payment must begin at the time the
9 union(s) refuse to allow the collective bargaining agreement(s) to be
10 reopened, or in any case no longer than three (3) months from the date the
11 contract with the City was executed. This cash equivalent payment shall not
12 be required where it is prohibited by federal labor law.

13 D. Employers subject to this Chapter pursuant to Section
14 2.73.030 shall give written notification to each current and new employee of
15 his or her potential rights under this Chapter in a form specified by the City.
16 Such notice shall also be posted prominently in areas where it may be seen
17 by all employees.

18
19 2.73.050 Required contract provisions.

20 Every contract subject to this Chapter shall contain provisions
21 requiring it to comply with the provisions of this Chapter as they exist on the
22 date when the contractor entered the contract with the City or when such
23 contract is amended. Such contract provisions may include but need not be
24 limited to the contractor's duty to promptly provide to the City documents
25 and information verifying its compliance with the requirements of this
26 Chapter and sanctions for noncompliance.

27 ///

28 ///

- 1 **2.73.060 Waivers and exemptions.**
- 2 **A. The City may waive the requirements of this Chapter where**
- 3 **the City Manager makes one or more of the following findings:**
- 4 1. **Award of a contract or amendment is necessary to**
- 5 **respond to an emergency;**
- 6 2. **The contractor is a sole source;**
- 7 3. **The contractor is a non-profit entity as defined in**
- 8 **Section 2.73.020, above;**
- 9 4. **Non compliant contractors are capable of providing**
- 10 **goods or services that respond to the City's requirements;**
- 11 5. **The contractor is a public entity;**
- 12 6. **The requirements of this Chapter are inconsistent with**
- 13 **a grant, subvention or agreement with a public agency;**
- 14 7. **The City is purchasing through a cooperative or joint**
- 15 **purchasing agreement;**
- 16 8. **The contract involves specialized legal services such**
- 17 **that it would be in the best interests of the City to waive the requirements of**
- 18 **this Chapter, as determined by the City Attorney;**
- 19 9. **The contract involves investment of trust moneys or**
- 20 **agreements relating to the management of trust assets, City moneys**
- 21 **invested in U.S. government securities or under pre-existing investment**
- 22 **agreements, or the investment of City moneys where no person, entity or**
- 23 **financial institution doing business with the City which is in compliance with**
- 24 **this Chapter is capable of performing the desired transactions or the City will**
- 25 **incur financial loss if the requirements of this Chapter are enforced;**
- 26 10. **After taking all reasonable measures to find an entity**
- 27 **that complies with this Chapter, the City may waive any or all requirements**
- 28 **of this Chapter for any contract or bid package advertised and made**

1 available to the public, or any competitive or sealed bids received by the
2 City as of the effective date of this Chapter under the following
3 circumstances:

4 a. There are no qualified responsive bidders or
5 prospective contractors who comply with this Chapter and the contract is for
6 goods, a service or a project that is essential to the City or City residents; or

7 b. The requirements of this Chapter would result in
8 the City's entering into a contract with an entity that was set up, or is being
9 used for the purpose of evading the intent of this Chapter.

10 B. The requirements of this Chapter shall not be applicable to
11 contracts executed or amended prior to the effective date of this Chapter, or
12 to bid packages advertised and made available to the public, or any
13 competitive or sealed bids received by the City prior to the effective date of
14 this Chapter, unless and until such contracts are amended after the effective
15 date of this Chapter and would otherwise be subject to this Chapter.

16 C. The City Manager or designee may issue regulations from
17 time to time implementing the provisions of this ordinance.

18 D. The City Manager shall report to the City Council annually on
19 the status of waivers and exemptions.

20
21 **2.73.070 Retaliation and discrimination prohibited.**

22 A. No employer shall retaliate or discriminate against an
23 employee in his or her terms and conditions of employment by reason of the
24 person's status as an employee protected by the requirements of this
25 Chapter.

26 B. No employer shall retaliate or discriminate against a person in
27 his or her terms and conditions of employment by reason of the person
28 reporting a violation of this Chapter or for prosecuting an action for

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

enforcement of this Chapter.

2.73.080 Employee complaints to City.

A. An employee who alleges violation of any provision of the requirements of this Chapter may report such acts to the City. The City Manager may establish a procedure for receiving and investigating such complaints and take appropriate enforcement action.

B. The City shall have the power to examine contractors' benefit programs covered by this Chapter.

C. Any complaints received shall be treated as confidential matters, to the extent permitted by law. Any complaints received and all investigation documents related thereto shall be deemed exempt from disclosure pursuant to California Government Code Sections 6254 and 6255.

2.73.090 Remedies.

A. Upon a finding by the City Manager that a contractor has violated the requirements of this Chapter, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided at law or in equity.

1. The City Manager shall be authorized to terminate said contract and bar the contractor from bidding on future contracts with the City for three (3) years from the effective date of the contract termination.

2. In the City Manager's sole discretion, a contractor found to have willfully violated the requirements of this Chapter may be required to pay liquidated damages.

3. The City may seek recovery of reasonable attorneys' fees and costs necessary for enforcement of this Chapter.

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

B. Notwithstanding any provision of this Chapter or any other Chapter to the contrary, no criminal penalties shall attach for any violation of this Chapter.

C. No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a cause of action to enforce any rights hereunder in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

D. Nothing in this Chapter shall be interpreted to authorize a right of action against the City.

Section 2. The City Clerk shall certify to the passage of this ordinance by the City Council and cause it to be posted in three (3) conspicuous places in the City of Long Beach, and it shall take effect on the thirty-first (31st) day after it is approved by the Mayor.

///
///
///
///
///
///
///
///
///
///
///
///
///
///
///
///
///
///
///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I hereby certify that the foregoing ordinance was adopted by the City Council of the City of Long Beach at its meeting of December 8, 2009, by the following vote:

Ayes: Councilmembers: Garcia, Lowenthal, DeLong,
O'Donnell, Schipske, Andrews,
Reyes Uranga, Gabelich, Lerch.

Noes: Councilmembers: None.

Absent: Councilmembers: None.


City Clerk

Approved: 12/11/09
(Date)


Mayor

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

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

The EBO is applicable to the following employers:

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

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

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

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

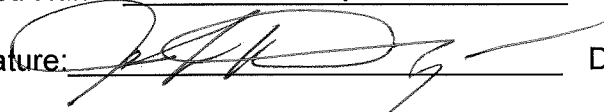
3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

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

Printed Name: Jennifer Westermeyer _____ Title: President _____

Signature:  _____ Date: 8/28/2014 _____

Business Entity Name: Jenal Engineering Corporation _____

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Jenal Engineering Corporation Federal Tax ID No.
Address: P.O. Box 459
City: Lemon Grove State: CA ZIP: 91946
Contact Person: Jennifer Westermeyer Telephone: 619-697-2200
Email: llindsey@jenalinc.com Fax: 619-697-2400

Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

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

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

_____ Yes _____ No

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

Executed this 28th day of August, 2014, at Lemon Grove, CA

Name Jennifer Westermeyer

Signature 

Title President

Federal Tax ID No. ██████████

BID SECTION

**CITY OF LONG BEACH
CERTIFICATION OF SITE EXAMINATION**

Each bidder shall be fully informed of the conditions relating to the construction of the Work and the employment of labor thereon. Failure to do so will not relieve a successful bidder of this obligation to furnish all material and labor necessary to carry out the provisions of this Contract.

Each bidder shall examine the site(s) for the Work described herein to its satisfaction. Bidders shall attend a mandatory pre-bid inspection of the building and site(s), conducted by the City, as specified in the Special Provisions. Failure to attend the mandatory pre-bid inspection shall be cause for rejection of the Bid.

This is to certify that I have examined the subject building(s) and site(s) and the bid is complete and there will be no additional payment for failure to examine the building(s) and site(s) thoroughly.

8/21/2014
Date of Site Examination

Jenal Engineering Corporation
Company

Forrest Adams
Printed Name of Company Representative


Signature of Representative

8/28/2014
Date

LIST OF SUBCONTRACTORS

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

Name	Nieto & Sons Trucking, Inc.	Type of Work	Tank cleaning & waste disposal
Address	P.O. Box 760		
City	Yorba Linda	Dollar Value of Subcontract	\$ 3,000.00
Phone No.	714-990-6855		
License No.	673912		

Name	Maxim Crane	Type of Work	Crane services
Address	1101 E. Spring Street		
City	Long Beach, CA	Dollar Value of Subcontract	\$ 1,500.00
Phone No.	562-989-5709		
License No.	860395		

Name		Type of Work	
Address			
City		Dollar Value of Subcontract	\$
Phone No.			
License No.			

Name		Type of Work	
Address			
City		Dollar Value of Subcontract	\$
Phone No.			
License No.			

Name		Type of Work	
Address			
City		Dollar Value of Subcontract	\$
Phone No.			
License No.			

BID SECTION

STATEMENT OF OSHA COMPLIANCE

To Be Executed By Bidder & Submitted With Bid

TO: CITY OF LONG BEACH
RE: BID NO. PA-02413 ~ ANNUAL CONTRACT FOR INSTALLED FENCING

Contractor hereby agrees to comply in all respects to the Williams-Steiger Occupational Safety and Health Act of 1970 and all revisions thereto.

Jenal Engineering Corporation employees.

Name of Bidder (Person, Firm, or Corporation)



Signature of Bidder's Authorized Representative

Jennifer Westermeyer, President

Name & Title of Authorized Representative

8/28/2014

Date of Signing

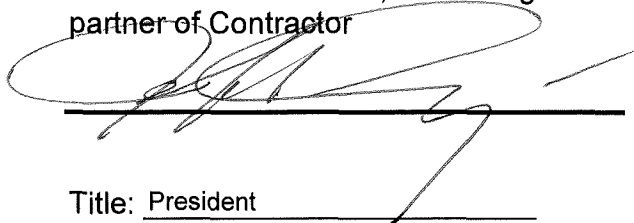
WORKERS' COMPENSATION CERTIFICATION

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

Jenal Engineering Corporation

Signature of Contractor, or a corporate officer of Contractor, or a general partner of Contractor



A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be the name of the contractor or a representative.

Title: President

Date: 8/28/2014



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.5384
Lenore.Blueford@Longbeach.gov

August 22, 2014

NOTICE TO BIDDERS

ADDENDUM NO. 1

ITB FS14-120
Fuel System Replacement Project UST WD-1 Water Treatment Plant

The following changes and/or additions shall be made to the original ITB FS14-120 Fuel System Replacement Project UST WD-1 Water Treatment Plant.

Please acknowledge receipt of this addendum by signing and returning with your proposal.

You are required to submit this Addendum with your bid. Any bidder who fails to submit this Addendum may be disqualified.

REPLACE PAGE 29 WITH THE REVISED PAGE 29 (ATTACHED).

BID SECTION – ADDENDUM - **Changes or new information are in RED**

SPECIFICATIONS

Existing Fueling System

1. The UST system to be **removed and replaced with an AST system** is located inside the Long Beach Water Treatment Plant, 2950 Redondo Avenue, Long Beach, CA 90806.
2. The UST system consists of the following components:
j) Supply/Return/Vent Piping

SCOPE OF WORK

LINE ITEM 1 – PLANS AND PERMITTING

1. Work Plan

h) Contractor to provide 100' of fence panels to secure and create a staging area. This lockable fencing will provide a staging area between the exiting gates just North of the fuel dispensing area and then further North.

3. Work Hours

- a) **Daily hours will be from 7:00AM – 3:30PM, Monday - Friday.**
- b) **Deliveries require a 24 hour notification to security.**
- c) **Working on City holiday's require prior approval.**
- d) **Extra security required per Water Department, will be handled as change order.**



LINE ITEM 3 – NEW AST AND DAY TANK SYSTEM INSTALLATION

4.e) Aboveground Pipe: All aboveground piping shall be steel. Piping connected to the AST shall be painted white. Piping inside the building where it penetrates the wall to the day tank **shall be replaced and** shall be painted with epoxy paint for corrosion protection.

4.f) Underground Piping and piping from the transition box next to the building: All piping shall be OPW FlexWorks Double Wall Pipe installed in lined access pipe. The Double Wall piping from the transition box into the building shall be enclosed with Fiberglass pipe for addition UV protection. **This piping is not subject to AB2481 requirements.**

4.g) Transition Boxes: Two (2) Bravo B-600 series transition boxes shall be installed for the underground pipe from the AST to the generator building. **These boxes are not subject to AB2481 requirements.**

18) Shoring is presumed during removal of existing UST. Include cost for this item on the Pricing page as a separate line item. If shoring is later determined to not be needed, this item will not be charged.

OTHER ITEMS

- 1) **Plan the project in order to minimize the number of days that the generator will be cut off from the current fuel source (day tank and UST)**
- 2) **State the number of contiguous Monday – Friday days that the generator will be cut off from fuel on the Pricing page (page 29 of 29).**
- 3) **The water table in the general area is currently at 224 feet below grade. This can change and could rise in winter time.**

THE FOLLOWING QUESTIONS AND ANSWERS ARE AS FOLLOWS:

1. Is a concrete drive slab required at the fuel dispenser location and/or ground level fill location? Or is asphalt acceptable? **Yes, a concrete slab is needed. No asphalt.**
2. The Invitation to Bid requires Bidder to provide Client References, General Business Statement and Work History with their proposal. Please provide the basis of award the City plans to use in evaluating the proposals submitted and choosing a contractor? **Pricing, licenses/qualifications & experience/ references.**
3. Should our Bid Proposals include the cost for the Labor and Material Bond or will it be billed to the city as an additional cost to the successful bidder? **Include in proposal.**
4. From the last SB989 test on the existing 8k gallon UST system, did the existing 8k gallon UST system primary and secondary compartments have any failures? **No.**
5. Is the existing Veeder Root TLS 300 monitoring system monitoring the Generator and Day Tank? **No, just the main 8K tank, UDC and transition box. The new day tank is to be monitored (level gauge and annular space).**
6. After the 8k gallon UST is removed, will the backfill material be pea gravel or base materials? **Base material.**
7. What will the new concrete slabs PSI be for the AST ? (2500, 3500, 4000 etc.) **3,000 PSI.**




Any additional questions must be submitted in writing to Lenore.Blueford@longbeach.gov

Prepared By: Lenore Blueford Date: August 22, 2014
Buyer II

Acknowledged By: Jenal Engineering Corporation
Company Name

Alan Westermeyer
Print Name

Vice President
Title


Signature

8/27/2014
Date

