

BID NUMBER PA-00509  
TO: CITY OF LONG BEACH  
CITY MANAGER

ATTN: CITY CLERK  
333 West Ocean Boulevard, Plaza Level  
Long Beach, California 90802



31013

**INVITATION TO BID**  
Furnishing and delivering  
Sand & Gravel

**CONTRACT NO.**

- 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: Buena Park CA ON THE 8 DAY OF December, 20 08.

COMPANY NAME: West Coast Sand & Gravel TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 7351 Orangethorpe CITY: Buena Park STATE: CA ZIP: 90620

PHONE: 714-562-0782 FAX: 714-562-2758

SI [Signature] (SIGNATURE) Treasurer (TITLE)

Jeff Krueger (PRINT NAME) JKrueger@WCSG.com (EMAIL ADDRESS)

SI [Signature] (SIGNATURE) Secretary (TITLE)

Kevin Rogers (PRINT NAME) Krogers@WCSG.com (EMAIL ADDRESS)

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

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

THE CITY OF LONG BEACH  
BY [Signature] Director of Financial Management Date 2-09-09

APPROVED AS TO FORM 2-5, 2009.

ROBERT E. SHANNON  
CITY ATTORNEY  
[Signature] Deputy

**BID NUMBER PA-00509**

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

**The following information is submitted regarding the Bidder:**

Legal Form of Bidder:

- Corporation  State of 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, attachments and bonds requiring a signature by officers of your company.

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

**INDIVIDUAL (Doing Business As)**

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

**PARTNERSHIP**

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

**CORPORATION**

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

**OR**

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

**LIMITED LIABILITY COMPANY**

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

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

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

Personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)

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

**WITNESS** my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

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

\_\_\_\_\_  
NUMBER OF PAGES

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

\_\_\_\_\_  
DATE OF DOCUMENT

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

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

## INSTRUCTIONS TO BIDDERS

### 1. PREPARATION OF BID:

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

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

### 2. EXAMINATION OF BID:

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

### 3. CONDITIONS OF WORK:

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

### 4. DISCREPANCIES IN BID DOCUMENTS:

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

### 5. ORAL STATEMENTS:

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

### 6. BRAND NAMES AND SPECIFICATIONS:

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

### 7. AWARD:

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

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

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

### 8. PAYMENT:

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

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

### 9. SAFETY APPROVAL:

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



**INSTRUCTIONS TO BIDDERS**

**17. INTER-AGENCY PARTICIPATION:**

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

YES \_\_\_\_\_ NO   X  

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

**18. AMERICANS WITH DISABILITIES ACT:**

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

## CONTRACT – GENERAL CONDITIONS

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

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



means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

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

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 Rosie Bouquin at 562-570-7079 for assistance with the form.

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

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

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

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

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

with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

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

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

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

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

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

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

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

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

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

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

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

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

### **SPECIFICATIONS SECTION**

Bid to furnish and deliver Rock, Sand and Crushed Aggregate base to the City of Long Beach. The rock, sand and crushed aggregate base to be furnished hereunder shall comply with the applicable requirements provided in "**STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION**", latest edition, as adopted by the City Council of the City of Long Beach, together with City of Long Beach, California Amendments to the document. Whenever reference is made to "Standard Specifications", it shall be deemed to mean "**STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION**", latest edition together with "City of Long Beach, California Amendments" to the document.

### **WETTING AND STOCK PILING**

The City reserves the right to order the crushed aggregate base material pre-wet, with not more than the optimum moisture for maximum density as determined by City Engineers. All costs incurred in wetting the base material will be considered included in the bid price. The intent and meaning of "Stock Pile" shall be rock, sand and crushed aggregate base as delivered in dump trucks and dumped from trucks in a continuous pile of material to a height of not less than three (3) feet or more than four (4) feet.

### **STANDING AND UNLOADING TIME**

Bidder shall make allowances in the bid for twenty (20) minutes of free truck and trailer standing and/or unloading time, and bidder shall state in the bid the hourly rate to be charged for standing and unloading time in excess of the specified free time (twenty (20) minutes).

### **ZONES**

The zones were established by Decision #69469 of the Public Utilities Commission of the State of California, dated July 27, 1965, and effective October 1, 1965 and shown in the Atlas of "Rock Products Zone Guide, Los Angeles and Orange Counties, 1990", a copy of which is on file in the office of the City Purchasing Agent, 333 W Ocean Blvd/Plaza Level, Long Beach CA 90802.

### **DELIVERY SCHEDULE**

Rock, sand or crushed miscellaneous base shall be delivered at times, in quantities, and to locations within the City of Long Beach as required by the using department, however, the using departments will give twenty-four (24) hours prior notice to Contractor regarding the time and place and quantities of delivery(s). The Contractor may be required to furnish and deliver rock, sand or crushed miscellaneous base to three different locations on the same day. Contractor must have available all equipment necessary to make all deliveries.

**CONTRACT PERIOD**

Twelve months after date of award or after the expiration of the current contract, whichever is earlier, this contract may be extended by mutual agreement for up to two additional periods of one year each in accordance with terms and conditions stated herein. It is agreed that if the City intends to exercise its option for the two additional one-year periods, the City shall so notify the Contractor 90 days prior to expiration date. Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to the expiration of Contract. The City reserves the right to accept or reject any price increase and to cancel the extension notice if price increases are not acceptable. Any notice of price increases shall show item number, price, contract number, and purchase order number.

**PRICE**

Prices quoted shall include all delivery and unloading charges to the City of Long Beach designated departments. Delivery is desired in accordance with the specifications. The City reserves the right to make award based on delivery time quoted.

**The City does not expect to require the Contractor to deliver less than one truckload (i.e., 25 tons) of material at any one time.**

**NOTE: DELIVERY TRUCKS MUST BE EQUIPPED WITH SPREADER CHAINS AND SHALL BE BACK DUMPS ONLY.**

Price increase shall not exceed 5 % during first extension period.

Price increase shall not exceed 5 % during second extension period.

PAYMENT TERMS: net 10<sup>th</sup> prox

REVISED BID SECTION

Contractor shall indicate below the price per ton, PUC rate (haul charge), tax and total for each zone specified. Unit price quoted shall be for up to 100 tons of material

ITEM	DESCRIPTION	ZONE 19-236	ZONE 19-246	ZONE 19-263	ZONE 19-459	ZONE 19-462	ZONE 19-464	ZONE 19-465	ZONE 19-466
1	<u>3/4" Crushed Rock</u>								
	Price per Ton:	\$ <u>10.<sup>00</sup></u>	\$ <u>10.<sup>00</sup></u>	\$ <u>10.<sup>00</sup></u>	\$ <u>10.<sup>00</sup></u>	\$ <u>10.<sup>00</sup></u>	\$ <u>10.<sup>00</sup></u>	\$ <u>10.<sup>00</sup></u>	\$ <u>10.<sup>00</sup></u>
	Tax:	\$ <u>.83</u>	\$ <u>.83</u>	\$ <u>.83</u>	\$ <u>.83</u>	\$ <u>.83</u>	\$ <u>.83</u>	\$ <u>.83</u>	\$ <u>.83</u>
	Sub Total:	\$ <u>10.83</u>	\$ <u>10.83</u>	\$ <u>10.83</u>	\$ <u>10.83</u>	\$ <u>10.83</u>	\$ <u>10.83</u>	\$ <u>10.83</u>	\$ <u>10.83</u>
	*PUC Rate:	\$ <u>7.75</u>	\$ <u>8.00</u>	\$ <u>8.15</u>	\$ <u>7.50</u>	\$ <u>6.75</u>	\$ <u>7.50</u>	\$ <u>7.75</u>	\$ <u>7.75</u>
	<b>Total Base Price:</b>	\$ <u>18.58</u>	\$ <u>18.83</u>	\$ <u>18.98</u>	\$ <u>18.33</u>	\$ <u>17.58</u>	\$ <u>18.33</u>	\$ <u>18.58</u>	\$ <u>18.58</u>
2	<u>Portland Concrete Cement Sand PCC (Washed Concrete Sand)</u>								
	Price per Ton:	\$ <u>12.<sup>00</sup></u>	\$ <u>12.<sup>00</sup></u>	\$ <u>12.<sup>00</sup></u>	\$ <u>12.<sup>00</sup></u>	\$ <u>12.<sup>00</sup></u>	\$ <u>12.<sup>00</sup></u>	\$ <u>12.<sup>00</sup></u>	\$ <u>12.<sup>00</sup></u>
	Tax:	\$ <u>.99</u>	\$ <u>.99</u>	\$ <u>.99</u>	\$ <u>.99</u>	\$ <u>.99</u>	\$ <u>.99</u>	\$ <u>.99</u>	\$ <u>.99</u>
	Sub Total:	\$ <u>12.99</u>	\$ <u>12.99</u>	\$ <u>12.99</u>	\$ <u>12.99</u>	\$ <u>12.99</u>	\$ <u>12.99</u>	\$ <u>12.99</u>	\$ <u>12.99</u>
	*PUC Rate:	\$ <u>6.25</u>	\$ <u>6.50</u>	\$ <u>6.75</u>	\$ <u>5.75</u>	\$ <u>5.50</u>	\$ <u>6.50</u>	\$ <u>6.50</u>	\$ <u>7.25</u>
	<b>Total Base Price:</b>	\$ <u>19.24</u>	\$ <u>19.49</u>	\$ <u>19.74</u>	\$ <u>18.74</u>	\$ <u>18.49</u>	\$ <u>19.49</u>	\$ <u>19.49</u>	\$ <u>20.24</u>
3	<u>Crushed Aggregate Base</u>								
	Price per Ton:	\$ <u>12.<sup>00</sup></u>	\$ <u>12.<sup>00</sup></u>	\$ <u>12.<sup>00</sup></u>	\$ <u>12.<sup>00</sup></u>	\$ <u>12.<sup>00</sup></u>	\$ <u>12.<sup>00</sup></u>	\$ <u>12.<sup>00</sup></u>	\$ <u>12.<sup>00</sup></u>
	Tax:	\$ <u>.99</u>	\$ <u>.99</u>	\$ <u>.99</u>	\$ <u>.99</u>	\$ <u>.99</u>	\$ <u>.99</u>	\$ <u>.99</u>	\$ <u>.99</u>
	Sub Total:	\$ <u>12.99</u>	\$ <u>12.99</u>	\$ <u>12.99</u>	\$ <u>12.99</u>	\$ <u>12.99</u>	\$ <u>12.99</u>	\$ <u>12.99</u>	\$ <u>12.99</u>
	*PUC Rate:	\$ <u>7.75</u>	\$ <u>8.00</u>	\$ <u>8.15</u>	\$ <u>7.50</u>	\$ <u>6.75</u>	\$ <u>7.50</u>	\$ <u>7.75</u>	\$ <u>7.75</u>
	<b>Total Base Price:</b>	\$ <u>20.74</u>	\$ <u>20.99</u>	\$ <u>21.14</u>	\$ <u>20.49</u>	\$ <u>19.74</u>	\$ <u>20.49</u>	\$ <u>20.74</u>	\$ <u>20.74</u>
4	<u>#3 Rock Natural material 3/4" - 1" size, not crushed</u>								
	Price per Ton:	\$ <u>10.50</u>	\$ <u>10.50</u>	\$ <u>10.50</u>	\$ <u>10.50</u>	\$ <u>10.50</u>	\$ <u>10.50</u>	\$ <u>10.50</u>	\$ <u>10.50</u>
	Tax:	\$ <u>.87</u>	\$ <u>.87</u>	\$ <u>.87</u>	\$ <u>.87</u>	\$ <u>.87</u>	\$ <u>.87</u>	\$ <u>.87</u>	\$ <u>.87</u>
	Sub Total:	\$ <u>11.37</u>	\$ <u>11.37</u>	\$ <u>11.37</u>	\$ <u>11.37</u>	\$ <u>11.37</u>	\$ <u>11.37</u>	\$ <u>11.37</u>	\$ <u>11.37</u>
	*PUC Rate:	\$ <u>6.25</u>	\$ <u>6.50</u>	\$ <u>6.75</u>	\$ <u>5.75</u>	\$ <u>5.50</u>	\$ <u>6.50</u>	\$ <u>6.50</u>	\$ <u>7.25</u>
	<b>Total Base Price:</b>	\$ <u>17.62</u>	\$ <u>17.87</u>	\$ <u>18.12</u>	\$ <u>17.12</u>	\$ <u>16.87</u>	\$ <u>17.87</u>	\$ <u>17.87</u>	\$ <u>18.62</u>

Standby fee \$ 1.58 /minute

Minimum Load: 26

\*PUC rate based on full load which equals 26 tons

Contractor shall list any additional charges deemed necessary on a separate sheet of paper. Contractor shall clearly identify unit price.

**Certificate of Insurance**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate is not an insurance policy and does not affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed below. Policy limits are no less than those listed, although policies may include additional sublimits not listed below. Policy limits may be reduced by claims or other payments.

**This is to certify that (Name and address of Insured)**

WEST COAST MATERIALS INC  
7312 ORANGETHORPE AVE  
BUENA PARK, CA 90621-3313



is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

Expiration Type		Eff./Exp. Date(s)	Policy Number(s)	Limits of Liability	
<input type="checkbox"/>	Continuous*			Coverage afforded under WC law of the following states:	Employers Liability
<input checked="" type="checkbox"/>	Extended Policy Term	04/17/2008 / 04/17/2009	WA2-16D-064973-018		CA
				<b>Bodily Injury By Disease</b> \$1,000,000 Policy Limit	
<b>Workers Compensation</b>					<b>Bodily Injury By Disease</b> \$1,000,000 Each Person
<b>General Liability</b>		04/17/2008 / 04/17/2009	TB7-161-064973-038	<b>General Aggregate-Other than Prod/Completed Operations</b> \$2,000,000	
<input type="checkbox"/>	Claims Made			<b>Products/Completed Operations Aggregate</b> \$2,000,000	
<input checked="" type="checkbox"/>	Occurrence			<b>Bodily Injury and Property Damage Liability</b> \$1,000,000	<b>Per Occurrence</b>
<b>Retro Date</b>				<b>Personal and Advertising Injury</b> \$1,000,000	<b>Per Person / Organization</b>
				<b>Other Liability</b> Damages to Premises:\$300,000	<b>Other Liability</b> Medical Payment:\$5,000
<b>Automobile Liability</b>		04/17/2008 / 04/17/2009	AS2-161-064973-068	<b>Each Accident - Single Limit - B. I. and P. D. Combined</b> \$1,000,000	
<input checked="" type="checkbox"/>	Owned			<b>Each Person</b>	
<input checked="" type="checkbox"/>	Non-Owned	<b>Each Accident or Occurrence</b>			
<input checked="" type="checkbox"/>	Hired	<b>Each Accident or Occurrence</b>			
<b>Excess Umbrella Liability</b>		04/17/2008 / 04/17/2009	TH2-661-064973-058	\$5,000,000 Per Occurrence/Aggregate	

**C O M M E N T S**  
Per item 11 of form LG 3179, the City of Long Beach is an additional insured on the General Liability policy if required by a written contract with the Named Insured, but only for the coverages and limits provided by the policy and additional insured endorsement.

**IMPORTANT** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If **SUBROGATION IS WAIVED**, subject to the forms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements. The following applies only with respect to insurance for motor carriers registered in Florida: As provided for in Fla. Stat. § 320.02(5)(e), the listed insurance policy may not be cancelled on less than 30 days written notice by the insurer to the Department of Hwy Safety & Motor Vehicles, such 30 days notice to commence from date notice is received by the Department.

Notice of cancellation: (not applicable unless a number of days is entered below). Before the stated expiration date the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days notice of such cancellation has been mailed to: Notice of Cancellation does not apply when policy(ies) are canceled due to non-payment of premium.

Office : ORANGE, CA Phone: 800-303-0100

**Certificate Holder:**

City of Long Beach  
333 West Ocean Blvd - Plaza Level  
Long Beach, CA 90802

*Silvia Vela*  
SILVIA VELA  
Authorized Representative

**Item 11. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

provided that:

- (a) the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

**B. Waiver of Subrogation**

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

**C. Exclusions**

This insurance does not apply to:

1. Any premises or equipment leased to you.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

**C. Other Insurance**


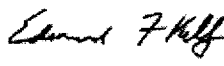
The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

This endorsement is executed by the company below designated by an entry in the box opposite its name

Premium		<input type="checkbox"/> LIBERTY MUTUAL INSURANCE COMPANY
		<input type="checkbox"/> LIBERTY MUTUAL FIRE INSURANCE COMPANY
		<input checked="" type="checkbox"/> LIBERTY INSURANCE CORPORATION
Effective Date: 04/17/2008	Expiration Date: 04/17/2009	<input type="checkbox"/> LM INSURANCE CORPORATION
		<input type="checkbox"/> THE FIRST LIBERTY INSURANCE CORPORATION
For attachment to Policy No. TB7-161-064973-038		
Audit Basis:		
Issued to: WEST COAST MATERIALS, INC.		

	
SECRETARY	PRESIDENT

Countersigned by.....  
Authorized Representative

Issued: 04/17/2008

Sales Office and No. Pleasanton, CA / 0600



## ***NAMED INSUREDS***

### **NAMED INSURED:**

1. West Coast Materials, Inc.
2. WC Management, Inc.
3. West Coast Aggregate Supply, Inc.
4. West Coast Sand & Gravel, Inc.
5. DMJ and Associates, Inc.  
DBA Resource Building Materials  
DBA Material Sales Unlimited  
DBA Sunrise Rock & Redi-Mix
6. WC Logistics, Inc.
7. WC. Financial, Inc.
8. Quinn Enterprises
9. R Bar C Corporation
10. S and R Investments
11. Golden State Properties
12. Resource Building Materials
13. Material Sales Unlimited
14. Sunrise Rock and Redi-Mix

### **Old and Previously Used Names or Companies**

15. BMW Equipment Leasing, Inc.
16. Bob's Masonry and Landscape Supply
17. Bud's and Son Trucking, Inc.
18. Bud's Trucking
19. JF&T Sand Company, Inc.
20. MJR Enterprises
21. PIC Transportation, Inc.
22. Quality Building Supply
23. Wengal Enterprises, Inc.
24. West Coast Marketing, Inc.
25. West Coast Rock & Sand, Inc.
26. Western Bulk Transport, Inc.
27. WC Trucking, Inc.
28. Dawes Financial Corporation