

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



INVITATION TO BID

EVR Phase II Upgrade Project

CONTRACT NO. 30960

- 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: CHINO HILLS CA ON THE 9th DAY OF OCTOBER, 2008.
CITY STATE MONTH

COMPANY NAME: TAFÓYA & ASSOCIATES, INC. TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 15471 RED BARN CT. CITY: CHINO HILLS STATE: CA ZIP: 91709

PHONE: 909-606-6322 FAX: 909-606-6324

SI	<u>[Signature]</u> <small>(SIGNATURE)</small>	<u>PRESIDENT</u> <small>(TITLE)</small>
	<u>EDDIE TAFÓYA</u> <small>(PRINT NAME)</small>	<u>teamtafoya@aol.com</u> <small>(EMAIL ADDRESS)</small>
SI	<u>[Signature]</u> <small>(SIGNATURE)</small>	<u>SECRETARY</u> <small>(TITLE)</small>
	<u>EDDIE TAFÓYA</u> <small>(PRINT NAME)</small>	<u>teamtafoya@aol.com</u> <small>(EMAIL ADDRESS)</small>

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 11/15/08

APPROVED AS TO FORM 12-3, 2008
ROBERT E. SHANNON
CITY ATTORNEY
[Signature] Deputy

BID NUMBER PA-00109 Rev1

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

LOCATED WITHIN CALIFORNIA

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S) LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

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

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

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

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

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

8. PAYMENT:

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

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

9. SAFETY APPROVAL:

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

INSTRUCTIONS TO BIDDERS

10. PUBLIC WORK AND PREVAILING WAGES:

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

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

11. RIGHT TO REJECT:

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

12. SAMPLES:

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

13. PRICES:

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

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

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

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

SUBCONTRACTORS

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

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

Company Name: _____
Address: _____
Commodity/Service provided: _____

No MINORITY SUBS

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

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

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

15. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

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

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

BID DUE DATE: October 10, 2008

TIME: 11:00 am

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

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

LENORE BLUEFORD (562) 570-5384
BUYER TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

FRANK NEELY (562) 570-5457
DEPARTMENT CONTACT TELEPHONE NUMBER

16. BID OPENING PROCEDURES:

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

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

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

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

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

INSTRUCTIONS TO BIDDERS

17. INTER-AGENCY PARTICIPATION:

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

YES X NO

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

18. AMERICANS WITH DISABILITIES ACT:

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

CONTRACT – GENERAL CONDITIONS

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

CONTRACT – GENERAL CONDITIONS

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

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

CONTRACT – GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT – GENERAL CONDITIONS

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

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

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

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

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

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

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

BID SECTION

CONTRACT PERIOD:

This is a one-time purchase for the EVR Phase II Upgrade Project.

The projects described in the Contract shall be completed by March 31, 2009

The Contract term shall be twelve (12) months from date of award unless the City determines, in its sole discretion, that a later commencement date is necessary, in which case the City will notify the Contractor of such date upon award of the proposed Contract. This Contract may be extended by mutual agreement of the parties for up to two (2) additional one (1) year periods, or until completion, in accordance with the terms and conditions stated herein.

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

FUTURE AMENDMENTS:

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

ADDENDUM:

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

BASIS OF AWARD OF CONTRACT:

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

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

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

BID SECTION

REFERENCES:

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

PERMITS, LICENSES, AND CERTIFICATES:

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

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

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

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

QUALIFICATIONS:

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

BID SECTION

LICENSE:

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

The undersigned hereby declares that he is a Contractor and has been in business for 18 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. 631479 Expires: 10.31.09
Classification: A, HAZ

Hazardous Material Certification No. 631479 Expires: 10.31.09
40 HOUR HAZWOPER COURSE 626051273
ICC Certification No. 5251998-VI Expires: 5.7.10

(COPIES
ATTACHED)

City of Long Beach Business License No. TBD
(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 repair such damage at its own cost within a reasonable time or the City may repair or cause the repair of such damage and the cost thereof shall be deducted from monies due to the Contractor from the City.

INSURANCE:

Refer to page 9 section 30 of the Contract – General Conditions.

BID SECTION

BOND PROVISIONS:

LABOR AND MATERIALS BOND

The Contractor shall submit a Labor and Materials Bond to the City Purchasing Agent, Long Beach City Hall, 333 West Ocean Blvd., Plaza Level, Long Beach, California 90802. The amount of the bond shall be **100% of the awarded contract** (Contractor shall complete) 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).

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).

FAITHFUL PERFORMANCE BOND

The Contractor shall submit a Faithful Performance Bond to the City Purchasing Agent, Long Beach City Hall, 333 West Ocean Blvd., Plaza Level, Long Beach, California 90802. The amount of the bond shall be **50% of the awarded contract** (Contractor shall complete) 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).

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

SUPPLEMENTAL INFORMATION:

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

BID SECTION

REFERENCES AND QUALIFICATION REQUIREMENTS:

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

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

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

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

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

PRIMARY CONTACT:

NAME: EDDIE TAFOYA

TITLE: PRESIDENT

ADDRESS: 15471 RED BARN CT, CHINO HILLS CA 91709

OFFICE PHONE: 909-606-6322

FAX: 909-606-6324

CELL: 909-214-5787

EMAIL: teamtafoya@aol.com

BID SECTION

SECONDARY CONTACT:

NAME: BRENT DUTTON

TITLE: PROJ. MANAGER

ADDRESS: 15471 RED BARN CT, CHINO HILLS, CA 91709

OFFICE PHONE: 909-606-6322

FAX: 909-606-6324

CELL: 909-223-9548

EMAIL: teamtafoya@aol.com

EMERGENCY CONTACT (24/7):

NAME: EDDIE TAFOYA

TITLE: PRESIDENT

OFFICE: CELL:
CELL: 909-606-6322 909-214-5787

MANDATORY PRE-BID CONFERENCE:

A MANDATORY PRE-BID CONFERENCE / JOB WALK SHALL BE HELD AT 09:30 A.M. ON 09/08/08 AND BEGIN IN THE LARGE CONFERENCE ROOM AT THE CITY OF LONG BEACH, CITY HALL, 6TH FLOOR LARGE CONFERENCE ROOM (333 W. OCEAN BLVD. LONG BEACH, CA 90802). AFTER THE CONFERENCE, THE CONSTRUCTION SITES WILL BE VISITED. TRANSPORTATION WILL BE PROVIDED FROM CITY HALL TO THE SITE AND BACK. ATTENDANCE IS MANDATORY AT BOTH THE CONFERENCE AND JOB WALK (A SIGN IN SHEET AND ROLL CALL AT SITE WILL BE TAKEN). BIDDERS SHALL CONFIRM THEIR INTENT TO ATTEND BY CONTACTING THE CITY OF LONG BEACH PURCHASING DEPARTMENT, LENORE BLUEFORD, BUYER, AT (562) 570-5384 NO LATER THAN 3:00 P.M. ALL BIDDERS THAT DO NOT ATTEND THE MEETING AND VISIT THE JOB SITE WILL HAVE THEIR BIDS DISQUALIFIED.

SITE INSPECTIONS:

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

BID SECTION

SCOPE OF WORK:

The City of Long Beach solicits firm, fixed-price proposals from qualified contractors to participate in the EVR Phase II Upgrade project.

The project consists of upgrading seven UST sites to meet the requirements of Phase II of the California Enhanced Vapor Recovery Program. The sites shall be retrofitted with Franklin Fueling/Healy Clean Air Separators (CASs) and associated hanging hardware, vacuum pumps, and plumbing. At five of the sites, fire-rated CAS enclosures shall be installed. At three sites, the existing dispensers, UDCs and all underground piping shall be replaced. The vent piping and stacks shall be relocated at six of the sites. The leak monitoring panel shall be relocated at one site. After installation is complete, the sites shall undergo vapor and secondary containment testing as required by State and local code.

It shall be the responsibility of the contractor to modify and test the existing UST system in accordance with ALL Federal, State, Regional, and Municipal codes and regulations. In the event of conflict between this contract's Scope of Work and code, the code shall prevail.

SITE DESCRIPTIONS:

Site 34 - 400 West Broadway, Long Beach CA 90802

This site consists of the following major components:

- Three Gasboy 8200 dual-product dispensers
- Two 15,000 gallon double-walled fiberglass Xerox gasoline USTs (pressure system)
- One 6,000 gallon double-walled fiberglass Xerox diesel UST (pressure system)
- Two E. J. Ward fuel management consoles
- One Yeader Root TLS350-based leak monitoring system

The retrofit of this site includes the following:

- Install an EVR Phase II Healy System (Clean Air Separator, vacuum pumps, hoses, and nozzles) by tying into the vent aboveground.
- Install a fire-rated CAS enclosure as indicated in Attachment I.
- Test the vapor recovery equipment.

BID SECTION

Site 35 - 4851 N Atlantic Ave., Long Beach CA 90807

This site consists of the following major components:

- One two-compartment, double-walled fiberglass Xerox UST
 - 12,000 gallon gasoline compartment (pressure system)
 - 2,000 gallon diesel compartment (for an emergency generator)
- Two Gasboy single-product gasoline dispensers
- One E.J. Ward fuel management console
- One Veeder Root TL3350-based leak monitoring system
- Canopy-mounted vents

The retrofit of this site includes the following:

- Remove the existing vent stack and unused vent piping.
- Relocate the new vent piping and stack as indicated in Attachment II
- Install an EVR Phase II Hoist System (Clean Air Separator, vacuum pumps, hoses, and nozzles) by tying into the existing vent piping.
- Test the system's secondary containment and vapor recovery equipment

Site 38 - 2400 E. Spring Street, Long Beach CA 90805

This site consists of the following major components:

- One 20,000 gallon double-walled fiberglass Xerox gasoline UST (pressure system)
- One 20,000 gallon double-walled fiberglass Xerox diesel UST (pressure system)
- Four Gilbarco dual product dispensers
- Two E.J. Ward fuel management consoles
- One Veeder Root TL3350-leak monitoring system

BID SECTION

The retrofit of this site includes the following:

- Install a Clean Air Separator in the location of the existing vent stack (Attachment III)
- Install a Healy System (Clean Air Separator, vacuum pumps, hoses, and nozzles) by tying into the vent aboveground.
- Install a fire-rated CAS enclosure
- Test the system's vapor recovery equipment

Site 39 - 1835 Santa Fe Ave, Long Beach CA 90810

This site consists of the following major components:

- One 12,000 gallon double-walled, fiberglass-fad steel gasoline UST (pressure system)
- Two Gasboy single-product dispensers
- One E.J. Ward fuel management console
- One Veeder Root TLS300-based leak monitoring system

The retrofit of this site includes the following:

- Remove the existing vent stack and unused piping.
- Relocate the new vent piping and stack as indicated in Attachment IV
- Install an EVR Phase II Healy System (Clean Air Separator, vacuum pumps, hoses, and nozzles) by tying into the underground vent piping
- Test the system's secondary containment and vapor recovery equipment

Site WD2 - 1800 E. Wardlow, Long Beach CA 90807

This site consists of the following major components:

- One 12,000 gallon double-walled gasoline UST (Suction System)
- One 10,000 gallon double-walled diesel UST (Suction system)
- Two Bennett gasoline dispensers with pumps and small UDCs
- One Bennett diesel dispenser with pump and small UDC

BID SECTION

- One Orpak POS card reader console
- One Veeder Root TLS300-based leak monitoring system

The retrofit of this site includes the following:

- Replace all existing underground piping with new double-walled piping
- Replace the three existing dispensers/pumps/UDCs with two new Dispensers/UDCs
- Convert the system from suction to pressure.
- Relocate the leak monitoring system as indicated in Attachment V.
- Relocate the Vent Stack from the canopy to the location indicated in Attachment V.
- Install an EVR Phase II Heavy System (Clean Air Separator, Vacuum Pumps, Hoses, and Nozzles)
- Install a fire-rated CAS Enclosure
- Test the system's secondary containment and vapor recovery equipment
- Certify the leak monitoring system

Site PA - 925 Harbor Plaza, Long Beach, CA 90802

This site consists of the following major components:

- One 4,000 gallon double-walled fiberglass Owens Corning gasoline UST (pressure system)
- One Tokheim dispenser with shallow Bravo UDC
- One Orpak POS card reader console
- Veeder Root TLS300-based leak monitoring system

The retrofit of this site includes the following:

- Replace all existing underground piping with new double-walled piping
- Replace the existing dispenser and UDC with a new Dispenser and UDC
- Relocate the Vent Stack as indicated in Attachment VI

BID SECTION

- Install an EVR Phase II Healy System (Clean Air Separator, Vacuum Pump, Hoses, and Nozzles)
- Install a fire-rated CAS Enclosure
- Test the system's secondary containment and vapor recovery equipment

Site PM - 1400 W. Broadway, Long Beach CA 90802

This site consists of the following major components:

- One, 2,000 gallon double-walled glass clad steel (Modern Welding) O₂ Diesel UST
- One, 6,000 gallon double-walled glass clad steel (Modern Welding) Gasoline UST
- One Bennett Gasoline dispenser with Pump
- One Bennett Diesel Dispenser with Pump
- One Orpak POS card reader console
- Veeder Root TLS350C-based leak monitoring system
- Special O₂ Diesel vent stack equipment (spark arresster and desiccant cartridge)

The retrofit of this site includes the following:

- Remove the existing vent stack
- Remove the vent piping from the tie-in point to the existing stack
- Replace the product and vapor piping between the tie in point and the dispensers.
- Replace the existing dispensers/pumps/UOCs with a new Dispensers/ Pumps/UOCs
- Relocate the new vent piping and stack as indicated in Attachment VI
- Install a EVR Phase II Healy System (Clean Air Separator, Vacuum Pump, Hose, and Nozzle) by tying into the underground vent piping as indicated in Attachment VI
- Install a fire-rated CAS Enclosure
- Test the system's secondary containment and vapor recovery equipment

BID SECTION

SCOPE OF WORK - LINE ITEM 1- SITE 34, 400 W. BROADWAY

Line Item 1a - Site 34 Plans and Permitting

Prepare all plans and documentation required by the Long Beach Fire Department (Long Beach CUPA), Long Beach Development Services (Planning and Building), and the SCAQMD to obtain the necessary permits to upgrade the UST System located at 400 West Broadway, Long Beach CA 90802. Submit four (4) copies of the permit applications, plans and documentation to Pacific Coast Tank (235 E. Broadway, #706, Long Beach CA 90802). Pacific Coast Tank will review the plans and submit them to the Long Beach Planning Department and the SCAQMD. If changes are required, the Contractor shall make the corrections and resubmit the permit applications, plans and documentation to Pacific Coast Tank. Note that permit fees will be paid by the City.

This job requires a UST permit, an Electrical Permit, and a SCAQMD Permit and may require City Planning approval and a building permit.

If the actual system configuration differs from the plans submitted for permitting, "as-built" plans shall be prepared and submitted prior to the final payment. "As-Built" plans shall include a detailed list of fittings with an accurate, scaled depiction of the final system configuration. The locations of all penetration fittings, joints, and clamshell connectors shall be depicted.

Line Item 1b: Site 34 Retrofit and EVR Phase II Upgrade

- Prior to submitting the permitting package, submit for approval, a detailed work plan that includes:
 - Cut sheets for all parts and equipment to be installed.
 - List of construction equipment to be used on site.
 - Detailed Day-by-Day Construction Schedule
- After all permits are approved, Attend a meeting to discuss site security, logistics, and to solidify a schedule for the onsite work
- Check the excavation area for any buried electrical wiring and/or piping. The repair of any wiring or piping that might be damaged during excavation, whether marked or unmarked, shall be the responsibility of the contractor.
- Five days prior to beginning excavation, notify Dig Alert and any other agencies that require notification prior to excavation.

Note: The vent stack extends approximately forty feet (40') above grade and is located inside the Fire Station.

BID SECTION

Note: The piping, when installed, shall be fully compliant with the requirements of Title 23, California Code of Regulations, Chapter 16.

- * ~~Install a Franklin Fueling-only Clean Air Separator system that is compliant with CARB Executive Order VR201. System shall include a slab-mounted vertical Clean Air Separator, in-dispenser vacuum pumps, EVR Phase II hoses and nozzles, and all associated plumbing and wiring for three dispensers. The concrete slab shall be appropriate for supporting the Clean Air Separator and enclosure, and be compliant with applicable City of Long Beach building codes. The Clean Air Separator shall be located as indicated in Attachment I and be enclosed in a fire-rated steel enclosure that meets the "Exception" requirements stated in statute §2206.7.9.2.2 of the 2007 California Fire Code, as interpreted by the Fire Inspector.~~
- * The Clean Air Separator shall be connected to the vent by steel piping running along the outside of the building at a height of no less than fourteen feet above grade. The piping shall be mounted in accordance with all applicable Fire and Building codes.
- * ~~Install six Bollards around the clean air separator area. The bollards shall extend 4 feet above grade and be constructed of concrete-filled, 6 inch ID steel pipe with 3/4 inch walls. Bollards shall be placed and constructed in accordance with fire and building code.~~
- * ~~Reconnect, startup, and test the E. J. Ward Fuel Control System.~~

Note: It is the responsibility of the contractor to retrofit the UST system with vent piping, and a Healy System, that when installed, will be fully compliant with the requirements of:

1. Title 23, California Code of Regulations
2. Chapter 6.7, of the California Health and Safety Code
3. California Fire Code
4. City of Long Beach Building Code
5. All applicable California Air Resources Board and South Coast Air Quality Management District regulations (including Phase II of the California EVR Program)

Line Item 1c- Site 14 Testing

- * Prior to final inspection, conduct the initial and annual performance tests as required by the SCAQMD and CARB for an EVR Phase II fuel dispensing site operating under CARB Executive Order VR 201. Repair the system if necessary to comply with the CARB and AQMD requirements.

BID SECTION

LINE ITEM 2- SITE 35, 4891 N. ATLANTIC AVE.

Line Item 2a- Site 35, Plans and Permitting

Prepare all plans and documentation required by the Long Beach Fire Department (Long Beach CUPA), Long Beach Development Services (Planning and Building), and the SCAQMD to obtain the necessary permits for the upgrade of the UST System located at 4891 N. Atlantic Ave., Long Beach CA 90807. Submit four (4) copies of the permit applications, plans and documentation to Pacific Coast Tank (235 E. Broadway, #706, Long Beach CA 90802). Pacific Coast Tank will review the plans and submit them to the Long Beach Planning Department and the SCAQMD. If changes are required, the Contractor shall make the corrections and resubmit the permit applications, plans and documentation to Pacific Coast Tank. Note that permit fees will be paid by the City.

This job requires a UST permit, an Electrical Permit, and a SCAQMD Permit and may require City Planning approval and a building permit.

If the actual system configuration differs from the plans submitted for permitting, "as-built" plans shall be prepared and submitted prior to the final payment. "As-Built" plans shall include a detailed list of fittings with an accurate, scaled depiction of the final system configuration. The locations of all penetration fittings, joints, and clamshell connectors shall be depicted.

Line Item 2b: Site 35, Retrofit and EVR Phase II Upgrade

- Prior to submitting the permitting package, submit for approval, a detailed work plan that includes:
 - Cut sheets for all parts and equipment to be installed.
 - List of construction equipment to be used on site.
 - Detailed Day-by-Day Construction Schedule
- After all permits are approved, Attend a meeting to discuss site security, logistics, and to solidify a schedule for the onsite work
- Check the excavation area for any buried electrical wiring and/or piping. The repair of any wiring or piping that might be damaged during excavation, whether marked or unmarked, shall be the responsibility of the contractor
- Five days prior to beginning excavation, notify Dig Alert and any other agencies that require notification prior to excavation
- Flush existing vent piping prior to excavation

BID SECTION

- Excavate existing diesel and gasoline vent piping between the vent and the tie-in point in preparation for removal
- While the underground piping is still in place, a California-certified geologist or a California registered geologist shall take soil samples as required by the City of Long Beach inspector
- Remove the vent stacks and all vent piping between the tie-in point and the vents, as indicated in Attachment II
- Provide expedited, overnight analysis the soils samples. Analysis shall meet the requirements set forth by the Long Beach CUPA for UST Site excavation

Note: the vent stack extends above the dispenser canopy. Give special consideration to removing the piping so as not to impede the structural integrity of the canopy

- Install new Smith Fiberglass Board Red Thread HA-type double-walled vent piping underground between the tie-in point and the transition sump for the new vent stack. See Attachment II for the location of the vent stack and CAS. Install the appropriate penetration fittings and test boots. Install an aboveground transition box for the piping at the clean air separator/vent stack. Piping shall be buried and installed in accordance with the manufacturer's recommendations and shall be sloped toward the UST sumps at a rate of at least 1/4-inch of fall per linear foot of pipe run
- Install a monitored belowground transition sump for the piping at the clean air separator/vent stack

Note: The piping, when installed, shall be fully compliant with the requirements of Title 23, California Code of Regulations, Chapter 15.

- Install a Franklin Fueling/Tealy Clean Air Separator system that is compliant with CARB Executive Order VR201. System shall include a slab-mounted vertical Clean Air Separator, in-dispenser vacuum pumps, EVR Phase II hoses and nozzles, and all associated plumbing and wiring for two dispensers. The concrete slab shall be appropriate for supporting the Clean Air Separator and be compliant with applicable City of Long Beach building codes. The Clean Air Separator shall be located as indicated in Attachment I
- Install eight bollards around the clean air separator pad. The bollards shall extend 4 feet above grade and be constructed of concrete-filled, 4 inch ID steel pipe with 3/4 inch walls. Bollards shall be placed and constructed in accordance with fire and building code.
- Backfill and repave excavation to match the existing paving

SID SECTION

- **Reconnect, startup, and test the E. J. Ward Fuel Control System**

Note: It is the responsibility of the contractor to retrofit the UST system with vent piping, through fittings, and a Healy System, that when installed, will be fully compliant with the requirements of:

1. Title 23, California Code of Regulations
2. Chapter 6.7 of the California Health and Safety Code
3. California Fire Code
4. City of Long Beach Building Code
5. All applicable California Air Resources Board and South Coast Air Quality Management District regulations (including Phase II of the California EVR Program)

Line Item 2c- Site 35, Testing

- Prior to final CUPA inspection, conduct secondary containment testing on the vent piping in accordance with statute §2637, Chapter 18, Title 23, California Code of Regulations. Repair the UST system if necessary to comply with the requirements of Title 23 of the California Code of Regulations
- Prior to final inspection, certify the leak monitoring system. Note that this requires separate coordination with the CUPA, and is not done during final inspection
- Six months after completion of final inspection, conduct secondary containment testing on the vent piping again and repair the system if necessary to comply with the requirements of Title 23 of the California Code of Regulations

LINE ITEM 3- SITE 38, 2400 E. SPRING ST.

Line Item 3a- Site 38, Plans and Permitting

Prepare all plans and documentation required by the Long Beach Fire Department (Long Beach CUPA), Long Beach Development Services (Planning and Building), and the SCAQMD to obtain the necessary permits for the upgrade of the UST System located at 2400 E. Spring St., Long Beach, CA 90806. Submit four (4) copies of the permit applications, plans and documentation to Pacific Coast Tank (235 E. Broadway, #706, Long Beach CA 90802). Pacific Coast Tank will review the plans and submit them to the Long Beach Planning Department and the SCAQMD. If changes are required, the Contractor shall make the corrections and resubmit the permit applications, plans, and documentation to Pacific Coast Tank. Note that permit fees will be paid by the City

BID SECTION

This job requires a UST permit, an Electrical Permit, and a SCAQMD Permit and may require City Planning approval and a building permit.

If the actual system configuration differs from the plans submitted for permitting, "as-built" plans shall be prepared and submitted prior to the final payment. "As-Built" plans shall include a detailed list of fittings with an accurate, scaled depiction of the final system configuration. The locations of all penetration fittings, joints, and clamshell connectors shall be depicted.

Line Item 3b: Site 3B, Retrofit and EVR Phase II Upgrade

- Prior to submitting the permitting package, submit for approval, a detailed work plan that includes:
 - Cut sheets for all parts and equipment to be installed
 - List of construction equipment to be used on site
 - Detailed Day-by-Day Construction Schedule
- After all permits are approved, Attend a meeting to discuss site security, logistics, and to solidify a schedule for the onsite work
- Check the excavation area for any buried electrical wiring and/or piping. The repair of any wiring or piping that might be damaged during excavation, whether marked or unmarked, shall be the responsibility of the contractor
- Five days prior to beginning construction, notify Dig Alert and any other agencies that require notification prior to excavation
- Install a Franklin Fueling/Healy Clean Air Separator system that is compliant with CARB Executive Order VR201. System shall include a slab-mounted vertical Clean Air Separator, in-dispenser vacuum pumps, EVR Phase II hoses and nozzles, and all associated plumbing and wiring for four dispensers. The concrete slab shall be appropriate for supporting the Clean Air Separator and enclosure, and be compliant with applicable City of Long Beach building codes. The Clean Air Separator shall be located as indicated in Attachment III and be enclosed into fire-rated steel enclosure that meets the "Exception" requirements stated in statute §2206.7.9.2.2 of the 2007 California Fire Code, as interpreted by the Fire Inspector
- Install six bollards around the clean air separator pad. The bollards shall extend 4 feet above grade and be constructed of concrete-filled, 6 inch ID steel pipe with ¼ inch walls. Bollards shall be placed and constructed in accordance with fire and building code
- Reconnect, start-up, and test the E. J. Ward Fuel Control System

BID SECTION

Note: It is the responsibility of the contractor to retrofit the UST system with vent piping, a Healy System, and a CAS enclosure, that when installed, will be fully compliant with the requirements of:

1. Title 23, California Code of Regulations
2. Chapter 6.7 of the California Health and Safety Code
3. California Fire Code
4. City of Long Beach Building Code
5. All applicable California Air Resources Board and South Coast Air Quality Management District regulations (including Phase II of the California EVR Program)

Line Item 3c - Site 38 Testing

- Prior to final inspection, conduct the initial and annual performance tests as required by the SCAQMD and CARB for an EVR Phase II fuel dispensing site operating under CARB Executive Order VR 201. Repair the system if necessary to comply with the CARB and AQMD requirements

LINE ITEM 4 - SITE 39, 1835 Santa Fe Ave.

Line Item 4a - Site 39, Plans and Permitting

Prepare all plans and documentation required by the Long Beach Fire Department (Long Beach CUPA), Long Beach Development Services (Planning and Building), and the SCAQMD to obtain the necessary permits for the upgrade of the UST System located at 1835 Santa Fe Ave., Long Beach CA 90810. Submit four (4) copies of the permit applications, plans and documentation to Pacific Coast Tank (235 E. Broadway, #706, Long Beach CA 90802). Pacific Coast Tank will review the plans and submit them to the Long Beach Planning Department and the SCAQMD. If changes are required, the Contractor shall make the corrections and resubmit the permit applications, plans and documentation to Pacific Coast Tank. Note that permit fees will be paid by the City.

This job requires a UST permit, an Electrical Permit, and a SCAQMD Permit and may require City Planning approval and a building permit.

If the actual system configuration differs from the plans submitted for permitting, "as-built" plans shall be prepared and submitted prior to the final payment. "As-Built" plans shall include a detailed list of fittings with an accurate, scaled depiction of the final system configuration. The locations of all penetration fittings, joints, and clamshell connectors shall be depicted.

BID SECTION

Line Item 4b: Site 35, Retrofit and EVR Phase II Upgrade

- Prior to submitting the permitting package, submit for approval, a detailed work plan that includes:
 - Cut sheets for all parts and equipment to be installed
 - List of construction equipment to be used on site
 - Detailed Day-by-Day Construction Schedule
- After all permits are approved, Attend a meeting to discuss site security, logistics, and to solidify a schedule for the onsite work
- Check the excavation area for any buried electrical wiring and/or piping. The repair of any wiring or piping that might be damaged during excavation, whether marked or unmarked, shall be the responsibility of the contractor
- Five days prior to beginning excavation, notify Dig Alert and any other agencies that require notification prior to excavation
- Flush existing vent piping prior to excavation
- In preparation for removal, excavate existing vent piping from the tie-in point to the vent, as indicated in Attachment IV
- While the underground piping is still in place, a California-certified geologist or a California-registered geologist shall take soil samples as required by the City of Long Beach Inspector.
- Remove the vent and piping from the tie-in point to the vent stack
- Provide expedited, overnight analysis the soils samples. Analysis shall meet the requirements set forth by the Long Beach CUPA for UST Site excavation
- Install new Smith-Burgess brand, Red Thread IIA-type, double-walled vent piping underground between the tie-in point and the clean air separator/vent stack. See Attachment IV for the location of the vent stack and CAS. Install the appropriate penetration fittings and test boots. Piping shall be buried and installed in accordance with the manufacturer's recommendations and shall be sloped toward the UST sumps at a rate of at least 3/4-inch of fall per linear foot of pipe run
- Install a monitored belowground transition sump for the piping at the clean air separator/vent stack

BID SECTION

Note: The piping, when installed, shall be fully compliant with the requirements of Title 23, California Code of Regulations, Chapter 16.

- Install a Euron Fueling Inc. Clean Air Separator system that is compliant with CARB Executive Order VR201. System shall include a slab-mounted vertical Clean Air Separator, in-dispenser vacuum pumps, EVR Phase II hoses and nozzles, and all associated plumbing and wiring for two dispensers. The concrete slab shall be appropriate for supporting the Clean Air Separator and be compliant with applicable City of Long Beach building codes. The Clean Air Separator shall be located as indicated in Attachment IV.
- Install Eight Bollards around the clean air separator pad. The bollards shall extend 4 feet above grade and be constructed of concrete-filled, 4 inch ID steel pipe with 1/4 inch walls. Bollards shall be placed and constructed in accordance with fire and building code.
- Backfill and repave excavation to match the existing paving.
- Reconnect, startup, and test the E.J. Ward Fuel Control System.

Note: It is the responsibility of the contractor to retrofit the UST system with vent piping, through fittings, and a Healy System, that when installed, will be fully compliant with the requirements of:

1. Title 23, California Code of Regulations
2. Chapter 6.7 of the California Health and Safety Code
3. California Fire Code
4. City of Long Beach Building Code
5. All applicable California Air Resources Board and South Coast Air Quality Management District regulations (including Phase II of the California EVR Program)

Line Item 4c - Site 59, Testing

- Prior to final CUPA inspection, conduct secondary containment testing on the vent piping in accordance with statute §2637, Chapter 16, Title 23, California Code of Regulations. Repair the UST system if necessary to comply with the requirements of Title 23 of the California Code of Regulations. Repairs to the underground tanks' interstitial space, spill buckets, product lines, LIDCs, and sump collars are outside the scope of this contract.

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- Prior to final inspection, certify the leak monitoring system. Note that this requires separate coordination with the CUPA and is not done during final inspection
- Prior to final inspection, conduct the initial and annual performance tests as required by the SCAQMD and CARB for an EVR Phase II fuel dispensing site operating under CARB Executive Order VR 201. Repair the system if necessary to comply with the CARB and AQMD requirements
- Six months after completion of final inspection, conduct secondary containment testing on the vent piping again and repair the system if necessary to comply with the requirements of Title 23 of the California Code of Regulations. Repairs to the underground tanks' interstitial space, spill buckets, product lines, UDCs, and sump collars are outside the scope of this contract

LINE ITEM 5 - SITE WD2, 1800 E. WARDLOW

Line Item 5a - Site WD2, Plans and Permitting

Prepare all plans and documentation required by the Long Beach Fire Department (Long Beach CUPA), Long Beach Development Services (Planning and Building), and the SCAQMD to obtain the necessary permits to upgrade the UST System located at 1800 E. Wardlow, Long Beach CA 90807. Submit four (4) copies of the permit applications, plans and documentation to Pacific Coast Tank (235 E. Broadway, #706, Long Beach CA 90802). Pacific Coast Tank will review the plans and submit them to the Long Beach Planning Department and the SCAQMD. If changes are required, the Contractor shall make the corrections and resubmit the permit applications, plans and documentation to Pacific Coast Tank. Note that permit fees will be paid by the City.

This job requires a UST permit, an Electrical Permit, and a SCAQMD Permit and may require City Planning approval and a building permit.

If the actual system configuration differs from the plans submitted for permitting, "as-built" plans shall be prepared and submitted prior to the final payment. "As-Built" plans shall include a detailed list of fittings with an accurate, scaled depiction of the final system configuration. The locations of all penetration fittings, joints, and clamshell connectors shall be depicted.

Line Item 5b: Site WD2 Retrofit and EVR Phase II Upgrade

- Prior to submitting the permitting package, submit for approval, a detailed work plan that includes:
 - Cut sheets for all parts and equipment to be installed
 - List of construction equipment to be used on site
 - Detailed Day-by-Day Construction Schedule

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- After all permits are approved, Attend a meeting to discuss site security, logistics, and to solidify a schedule for the onsite work
- Check the excavation area for any buried electrical wiring and/or piping. The repair of any wiring or piping that might be damaged during excavation, whether marked or unmarked, shall be the responsibility of the contractor
- Five days prior to beginning excavation, notify Dig Alert and any other agencies that require notification prior to excavation
- Excavate the area required to remove all existing piping and the UDCs
- While the underground piping is still in place, a California-certified geologist or a California registered geologist shall take soil samples as required by the City of Long Beach inspector
- Remove the piping and Dispose of as appropriate

Note: The vent stack extends above the dispenser canopy. Give special consideration to removing the piping so as not to impede the structural integrity of the canopy.

- Provide expedited, overnight analysis the soils samples. Analysis shall meet the requirements set forth by the Long Beach CUPA for UST Site excavation
- Replace all existing underground piping with new Smith Fiberglass Brand, Red Thread IIA-type, double-walled piping. The new vent piping shall extend between the three USTs and the Clean Air Separator/vent stack location as indicated in Attachment V. Install the appropriate penetration fittings and test boots. Piping shall be buried and installed in accordance with the manufacturer's recommendations and shall be sloped toward the UST sumps at a rate of at least 1/4-inch of fall per linear foot of pipe run
- Install a monitored belowground transition sump for the piping at the clean air separator/vent stack

Note: The piping, when installed, shall be fully compliant with the requirements of Title 23, California Code of Regulations, Chapter 16

- Install all plumbing and wiring necessary to convert the UST system from suction to pressure (using submersible pumps)
- Replace the three existing Bennett pumping dispensers with two new Geoboy Atlas 660K Series, model 9653XX7W, twin hose, single product dispensers (one for diesel and one for gasoline)

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- Install two deep, fiberglass Under Dispenser Containment (UDC) units beneath the new Gasboy dispensers
- Install a ½ horsepower Red Jacket brand submersible petroleum pump and mechanical line leak detector in each of the two of the UDCs
- Relocate the leak monitoring panel and overflow alarm to the location indicated in Attachment V. This will require trenching and running new wire
- The monitoring panel shall be mounted in a hinged and lockable, NEMA 4-rated enclosure at least 24" by 24" by 8"
- Wire and program the leak monitoring system to provide "positive shutdown", "sensor-cut shutdown" and "fail-safe shutdown"
- Install a Franklin Fueling Healy Clean Air Separator system that is compliant with CARB Executive Order VR201. System shall include a slab-mounted, vertical Clean Air Separator, vacuum pump, EVR Phase II hoses and nozzles, and all associated plumbing and wiring for one twin-hose dispenser. The concrete slab shall be appropriate for supporting the Clean Air Separator and enclosure, and be compliant with applicable City of Long Beach building codes. The Clean Air Separator shall be located as indicated in Attachment V and be enclosed in a fire-rated steel enclosure that meets the "Exception" requirements stated in statute §2206.7.9.2.2 of the 2007 California Fire Code, as interpreted by the Fire Inspector
- Install six bollards around the clean air separator pad. The bollards shall extend 4 feet above grade and be constructed of concrete-filled, 6 inch ID steel pipe with ¾ inch walls. Bollards shall be placed and constructed in accordance with fire and building code
- Backfill and repave excavation to match the existing paving
- Install new nozzle caps and wiring harnesses for the POS system
- Reconnect, startup, and test the Orpak Fuel Control System

Note: It is the responsibility of the contractor to retrofit the UST system with dispensers, UDCs, piping, a leak monitoring system, a Healy System, and a CAS enclosure, that when installed, will be fully compliant with the requirements of:

1. Title 23, California Code of Regulations
2. Chapter 6.7 of the California Health and Safety Code
3. California Fire Code

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4. City of Long Beach Building Code
5. All applicable California Air Resources Board and South Coast Air Quality Management District regulations (including Phase II of the California EVR Program)

Line Item 5c - Site WD2 Testing

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

LINE ITEM 6 - SITE PA, 925 HARBOR PLAZA

Line Item 6a - Site PA, Plans and Permitting

Prepare all plans and documentation required by the Long Beach Fire Department (Long Beach CUPA), Long Beach Development Services (Planning and Building), and the SCAQMD to obtain the necessary permits to upgrade the UST System located at 925 Harbor Plaza, Long Beach CA 90802. Submit four (4) copies of the permit applications, plans and documentation to Pacific Coast Tank (235 E. Broadway, #706, Long Beach CA 90802). Pacific Coast Tank will review the plans and submit them to the Long Beach Planning Department and the SCAQMD. If changes are required, the Contractor shall make the corrections and resubmit the permit applications, plans and documentation to Pacific Coast Tank. Note that permit fees will be paid by the City.

This job requires a UST permit, an Electrical Permit, and a SCAQMD Permit and may require City Planning approval and a building permit.

If the actual system configuration differs from the plans submitted for permitting, "as-built" plans shall be prepared and submitted prior to the final payment. "As-Built" plans shall include a detailed list of fittings with an accurate, scaled depiction of the final

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system configuration. The locations of all penetration fittings, joints, and clampshell connectors shall be depicted.

Line Item 6b: Site PA Retrofit and EVR Phase II Upgrade

- Prior to submitting the permitting package, submit for approval a detailed work plan that includes:
 - o Cut sheets for all parts and equipment to be installed
 - o List of construction equipment to be used on site
 - o Detailed Day-by-Day Construction Schedule
- After all permits are approved, Attend a meeting to discuss site security, logistics, and to solidify a schedule for the onsite work.
- Check the excavation area for any buried electrical wiring and/or piping. The repair of any wiring or piping that might be damaged during excavation, whether marked or unmarked, shall be the responsibility of the contractor
- Five days prior to beginning excavation, notify Dig Alert and any other agencies that require notification prior to excavation.
- Excavate the area required to remove all existing piping and the UDC
- While the underground piping is still in place, a California-certified geologist or a California registered geologist shall take soil samples as required by the City of Long Beach inspector
- Remove the piping and UDC as appropriate
- Provide expedited, overnight analysis the soils samples. Analysis shall meet the requirements set forth by the Long Beach CUPA for UST Site excavation
- Replace all existing underground piping with new Smith Fiberglass-brand, Red Thread IIA-type, double-walled piping. The new vent piping shall extend between the UST and the Clean Air Separator/vent stack location as indicated in Attachment VI. Install the appropriate penetration fittings and test boots. Piping shall be buried and installed in accordance with the manufacturer's recommendations and shall be sloped toward the UST sumps at a rate of at least 1/4-inch of fall per linear foot of pipe run
- Install a monitored underground transition box for the piping at the clean air separator/vent stack

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Note: The piping, when installed, shall be fully compliant with the requirements of Title 23, California Code of Regulations, Chapter 16

- Replace the existing Tokheim dispenser with a new Gasboy Atlas 9800 Series, Model 9853KX, single hose dispenser
- Install a deep, fiberglass Under Dispenser Containment (UDC) unit beneath the new Gasboy dispenser
- Install a Vederer Proxi sump sensor in the UDC so that it provides "positive shutdown", "sensor-out shutdown", and "fail-safe shutdown". Note that this may require trenching
- Install a Franklin Fusing Healy Clean Air Separator system that is compliant with CARB Executive Order VR201. System shall include a slab-mounted, vertical Clean Air Separator, in-dispenser vacuum pump, EVR Phase II hose and nozzle, and all associated plumbing and wiring for one dispenser. The concrete slab shall be appropriate for supporting the Clean Air Separator and enclosure, and be compliant with applicable City of Long Beach building codes. The Clean Air Separator shall be located as indicated in Attachment VI and be enclosed in a fire-rated steel enclosure that meets the "Exception" requirements stated in statute §2206 7.9.2.2 of the 2007 California Fire Code, as interpreted by the Fire Inspector.

Note: An underground gas line is located in the area where the construction takes place. Plan accordingly and excavate with extreme caution.

- Install eight bollards around the clean air separator pad. The bollards shall extend 4 feet above grade and be constructed of concrete-filled, 4 inch ID steel pipe with ¼ inch walls. Bollards shall be placed and constructed in accordance with fire and building code.
- Backfill and repave excavation to match the existing paving
- Install new nozzle coils and wiring harnesses for the POS system
- Reconnect, startup, and test the Orpak Fuel Control System.

Note: It is the responsibility of the contractor to retrofit the UST system with dispenser, UDC, piping, a leak monitoring system, a Healy System, and a CAS enclosure, that when installed, will be fully compliant with the requirements of:

1. Title 23, California Code of Regulations
2. Chapter 6.7 of the California Health and Safety Code
3. California Fire Code

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4. City of Long Beach Building Code
5. All applicable California Air Resources Board and South Coast Air Quality Management District regulations (including Phase II of the California EVR Program)

Line Item 6c - Site PA Testing

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

LINE ITEM 7- SITE PM, 1400 W. BROADWAY

Line Item 7a - Site PM, Plans and Permitting

Prepare all plans and documentation required by the Long Beach Fire Department (Long Beach CUPA), Long Beach Development Services (Planning and Building), and the SCAQMD to obtain the necessary permits to upgrade the UST System located at 1400 W. Broadway, Long Beach CA 90802. Submit four (4) copies of the permit applications, plans and documentation to Pacific Coast Tank (235 E. Broadway, #706, Long Beach CA 90802). Pacific Coast Tank will review the plans and submit them to the Long Beach Planning Department and the SCAQMD. If changes are required, the Contractor shall make the corrections and resubmit the permit applications, plans and documentation to Pacific Coast Tank. Note that permit fees will be paid by the City.

This job requires a UST permit, an Electrical Permit, and a SCAQMD Permit and may require City Planning approval and a building permit.

If the actual system configuration differs from the plans submitted for permitting, "as-built" plans shall be prepared and submitted prior to the final payment. "As-Built" plans shall include a detailed list of fittings with an accurate, scaled depiction of the final system configuration. The locations of all penetration fittings, joints, and clamshell connectors shall be depicted.

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Line Item 7b: Site PM Retrofit and EVR Phase II Upgrade

- Prior to submitting the permitting package, submit for approval, a detailed work plan that includes:
 - Cut sheets for all parts and equipment to be installed
 - List of construction equipment to be used on site
 - Detailed Day-by-Day Construction Schedule
- After all permits are approved, Attend a meeting to discuss site security, logistics, and to solidify a schedule for the onsite work
- Check the excavation area for any buried electrical wiring and/or piping. The repair of any wiring or piping that might be damaged during excavation, whether marked or unmarked, shall be the responsibility of the contractor
- Five days prior to beginning excavation, notify Dig Alert and any other agencies that require notification prior to excavation
- Excavate the area required to remove the UDCs and all existing piping between the tie-in point and the dispenser island (UDCs and vents)
- With the underground piping still in place, a California-certified geologist or a California registered geologist shall take soil samples as required by the City of Long Beach Inspector
- Remove the piping and Dispose of as appropriate
- Retain the special D₂ diesel vent equipment (spark arrester and desiccant canister) for reinstallation at the new vent location
- Provide expedited, overnight analysis the soils samples. Analysis shall meet the requirements set forth by the Long Beach CUPA for UST Site excavation
- Replace all existing underground product and vapor piping between the tie-in point and the dispensers, with new Smith Fiberglass brand, Red Thread RA-type, double-walled piping and the appropriate penetration fittings and test boots. In addition, install new Smith Fiberglass brand, Red Thread RA-type, double-walled vent piping between the tie in-point and the transition sump for the vent stack located as indicated in Attachment VII. Piping shall be buried and installed in accordance with the manufacturer's recommendations and shall be sloped toward the UST sumps at a rate of at least 1/4-inch of fall per linear foot of pipe run
- Install a monitored belowground transition box for the piping at the clean air separator/vent stack

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Note: The piping, when installed, shall be fully compliant with the requirements of Title 23, California Code of Regulations, Chapter 16.

- Replace the two existing Bennett pumping dispensers with two new Gasboy Atlas 2800 Series, Model 2803K, single hose pumping dispensers (one for gasoline and one for diesel)
- Install a deep, fiberglass Under Dispenser Containment (UDC) units beneath the new Gasboy dispensers
- Install a Franklin Fireproof/Leak Clean Air Separator system that is compliant with CARB Executive Order VR201. System shall include a slab-mounted, vertical Clean Air Separator, enclosed dispenser-mounted vacuum pump, EVR Phase II hose and nozzle, and all associated plumbing and wiring for one dispenser. The concrete slab shall be appropriate for supporting the Clean Air Separator and enclosure, and be compliant with applicable City of Long Beach building codes. The Clean Air Separator shall be located as indicated in Attachment VI and be enclosed in a fire-rated steel enclosure that meets the "Exception" requirements stated in statute §2206.7.9.2.2 of the 2007 California Fire Code, as interpreted by the Fire Inspector
- Remove the O₂ Diesel spark arrester and desiccant canister on the new vent stack
- Install six bollards around the clean air separator pad. The bollards shall extend 4 feet above grade and be constructed of concrete-filled, 8 inch ID steel pipe with 3/4 inch walls. Bollards shall be placed and constructed in accordance with fire and building code
- Backfill and repave excavation to match the existing paving
- Install new nozzle coils and wiring harnesses for the RDS system
- Reconnect, startup, and test the Orpak Fuel Control System

Note: It is the responsibility of the contractor to retrofit the UST system with dispenser, UDC, piping, a Realy System, and a CAS enclosure, that when installed, will be fully compliant with the requirements of:

1. Title 23, California Code of Regulations

2. Chapter 6.7 of the California Health and Safety Code
3. California Fire Code
4. City of Long Beach Building Code

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5. All applicable California Air Resources Board and South Coast Air Quality Management District regulations (including Phase II of the California EVR Program)

Line Item 7c- Site PM Testing

- Prior to final CUPA inspection, conduct secondary containment testing on the product, vapor, and vent piping in accordance with statute §2637, Chapter 16, Title 23, California Code of Regulations. Repair if necessary to comply with the requirements of Title 23 of the California Code of Regulations
- Prior to final inspection, conduct the initial and annual performance tests as required by SCAQMD and CARB for an EVR Phase II fuel dispensing site operating under CARB Executive Order VR 201. Repair the system if necessary to comply with the CARB and AQMD requirements
- Prior to final inspection, certify the leak monitoring system. Note that this requires separate coordination with the CUPA and is not done during final inspection
- Six months after completion of final inspection, conduct secondary containment testing again and repair the system if necessary to comply with the requirements of Title 23 of the California Code of Regulations

PRICING NOTE:

It is not necessary to bid on all sites. For sites that are not included in the bid, print “**NO BID**” on the **Site Total** line in the **Pricing** section.

BID SECTION

PRICING

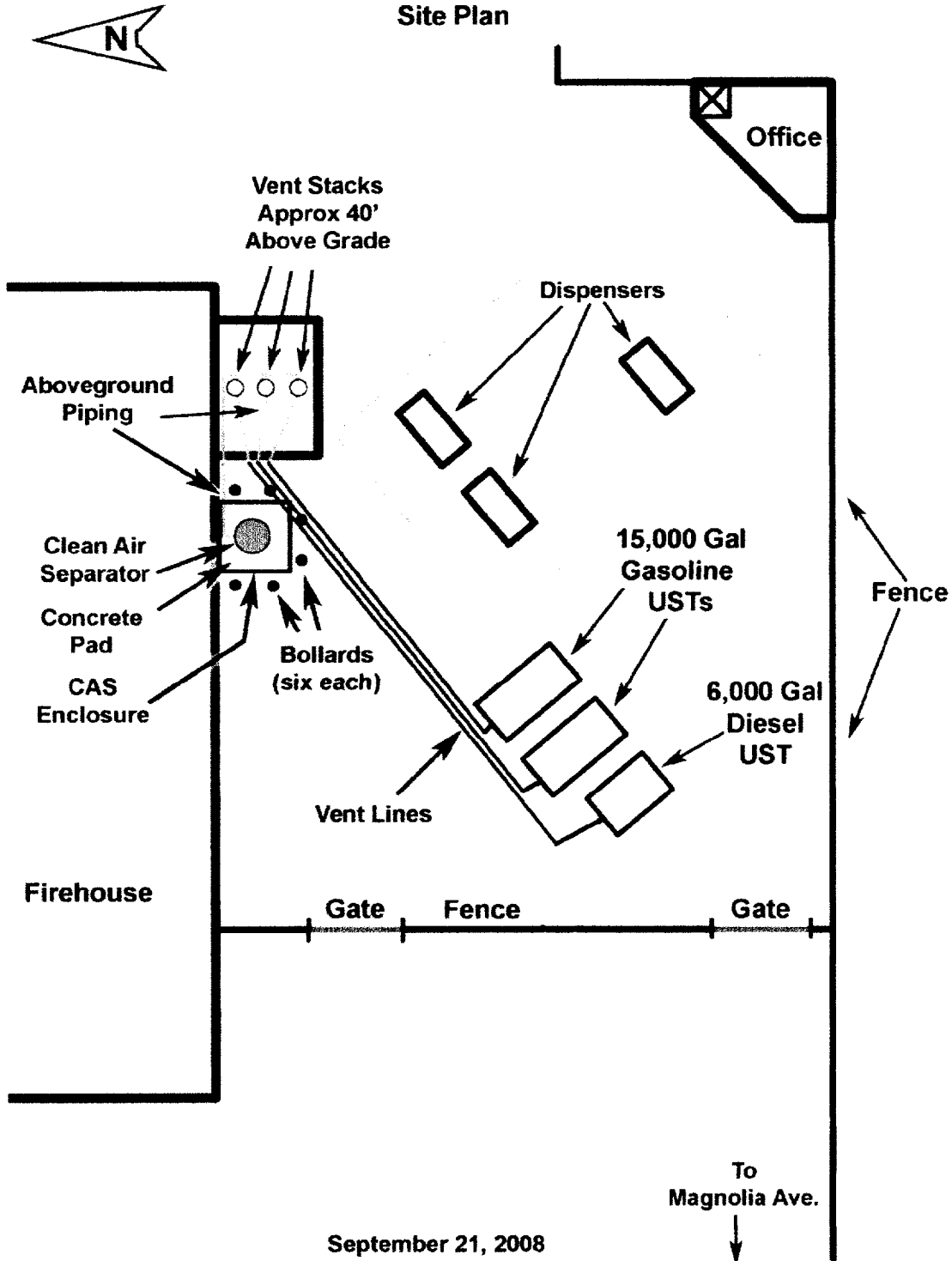
Site	Line Item		Line Item Price	Total Site Price	Total Project Price
Site 34, 400 Broadway					
	1a	Plans and Permitting	\$ 1,000.		
	1b	Retrofit and EVR Phase II Upgrade	\$ 42,511.		
	1c	Testing	\$ 3,200.		
		Site Total		<u>\$46,711.</u>	
Site 35,					
	2a	Plans and Permitting	\$ 1,700.		
	2b	Retrofit and EVR Phase II Upgrade	\$ 41,853.		
	2c	Testing	\$ 4,100.		
		Site Total		<u>\$47,653.</u>	
Site 38,					
	3a	Plans and Permitting	\$ 1,000.		
	3b	Retrofit and EVR Phase II Upgrade	\$ 46,571.		
	3c	Testing	\$ 3,500.		
		Site Total		<u>\$51,071.</u>	
Site 39,					
	4a	Plans and Permitting	\$ 2,000.		
	4b	Retrofit and EVR Phase II Upgrade	\$ 56,231.		
	4c	Testing	\$ 6,500.		
		Site Total		<u>\$ 64,731.</u>	
Site WD2,					
	5a	Plans and Permitting	\$ 2,300.		
	5b	Retrofit and EVR Phase II Upgrade	\$ 116,573.		
	5c	Testing	\$ 6,600.		
		Site Total		<u>\$125,473.</u>	
Site PA,					
	6a	Plans and Permitting	\$ 1,800.		
	6b	Retrofit and EVR Phase II Upgrade	\$ 55,914.		
	6c	Testing	\$ 6,000.		
		Site Total		<u>\$63,714.</u>	
Site PM, 1600 W. Broadway					
	7a	Plans and Permitting	\$ 1,800.		
	7b	Retrofit and EVR Phase II Upgrade	\$ 74,551.		
	7c	Testing	\$ 6,400.		
		Site Total		<u>\$82,741.</u>	
Multi-Site Discount					
	8	Price Reduction for being awarded all Seven Sites		<u>\$(7,500.)</u>	
		Total EVR Phase II Retrofit Project Price			<u>\$474,594.</u>
					W/ DEDUCTION.

BID SECTION

Attachment I

Site 34
400 West Broadway
Long Beach CA 90802

**EVR Phase II Project
Site Plan**



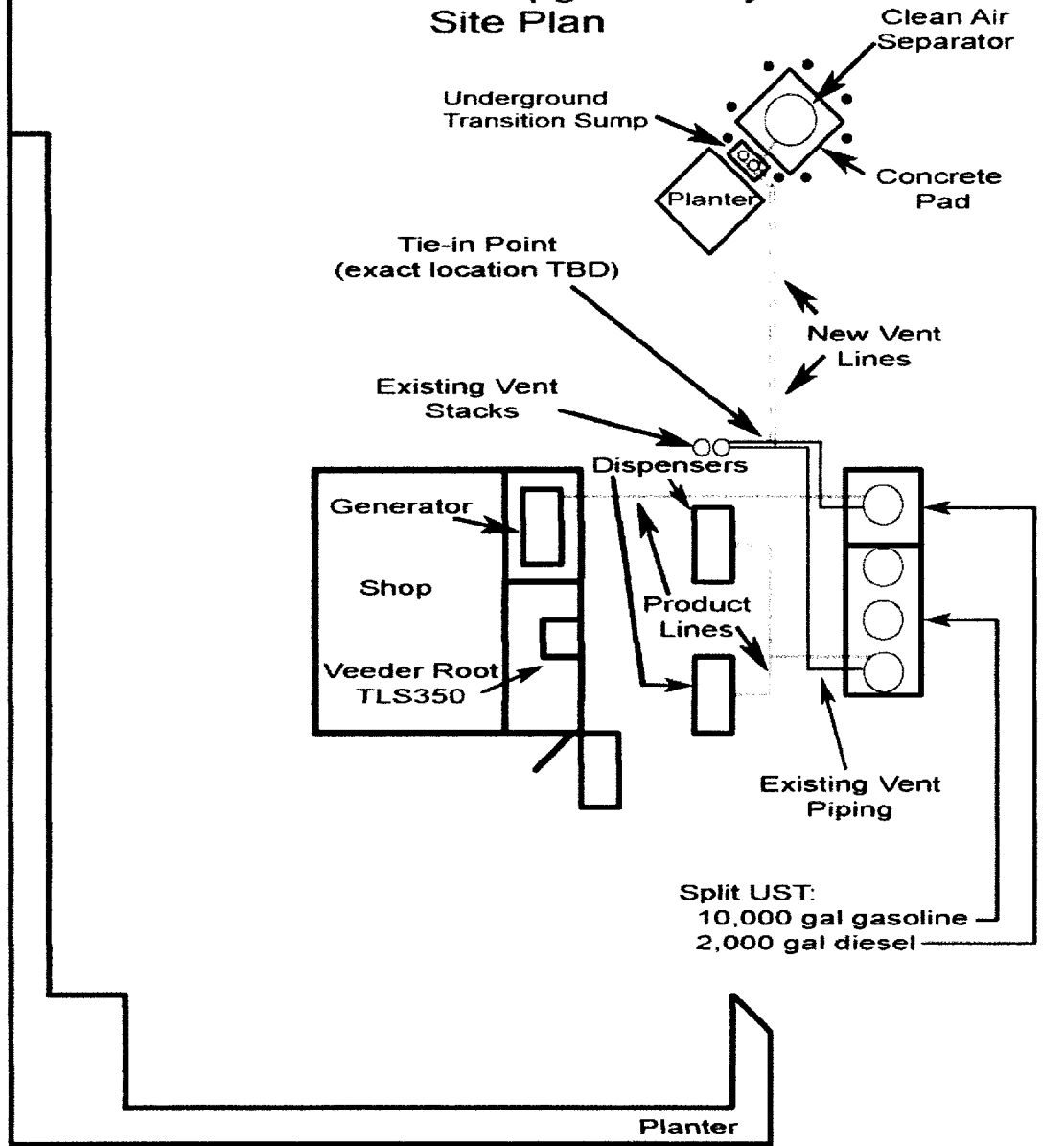
September 21, 2008

BID SECTION

Site 35
4891 N. Atlantic Ave.
Long Beach CA 90807

Attachment II
Police Station

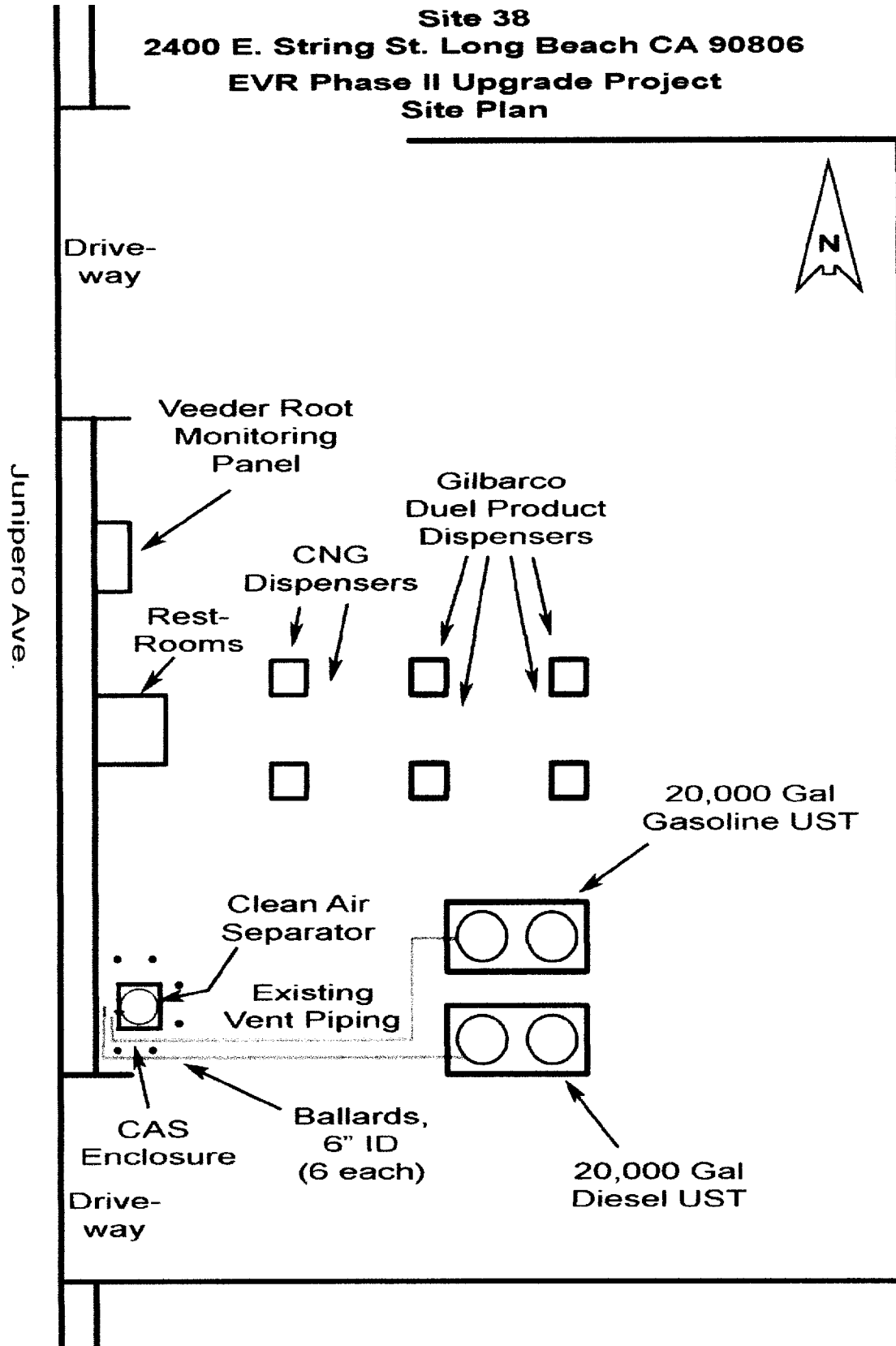
**EVR Phase II Upgrade Project
Site Plan**



September 21, 2008

BID SECTION

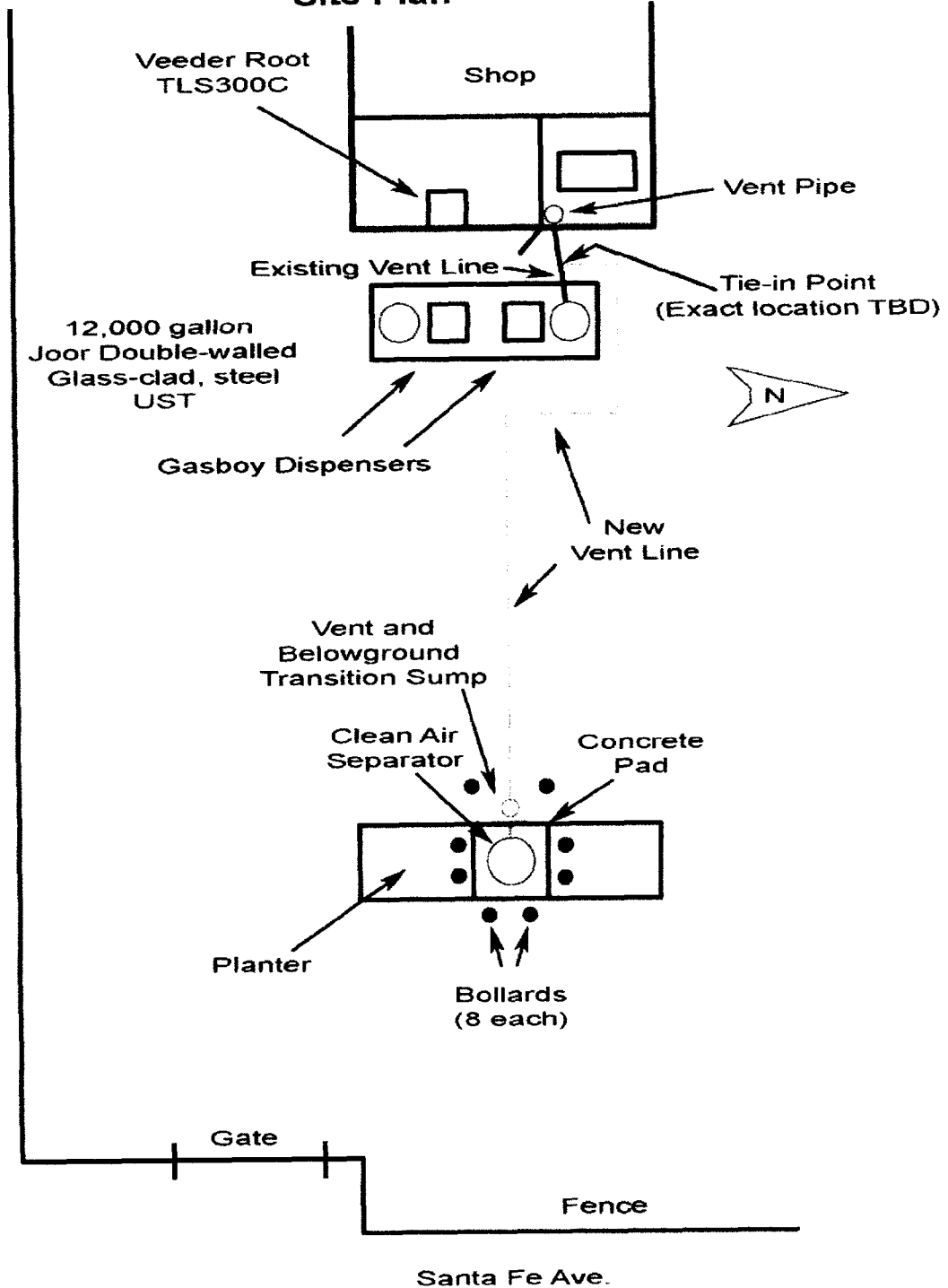
**Site 38
2400 E. String St. Long Beach CA 90806
EVR Phase II Upgrade Project
Site Plan**



BID SECTION

Attachment IV

Site 39
1835 Santa Fe Ave
Long Beach CA 90810
EVR Phase II Project
Site Plan

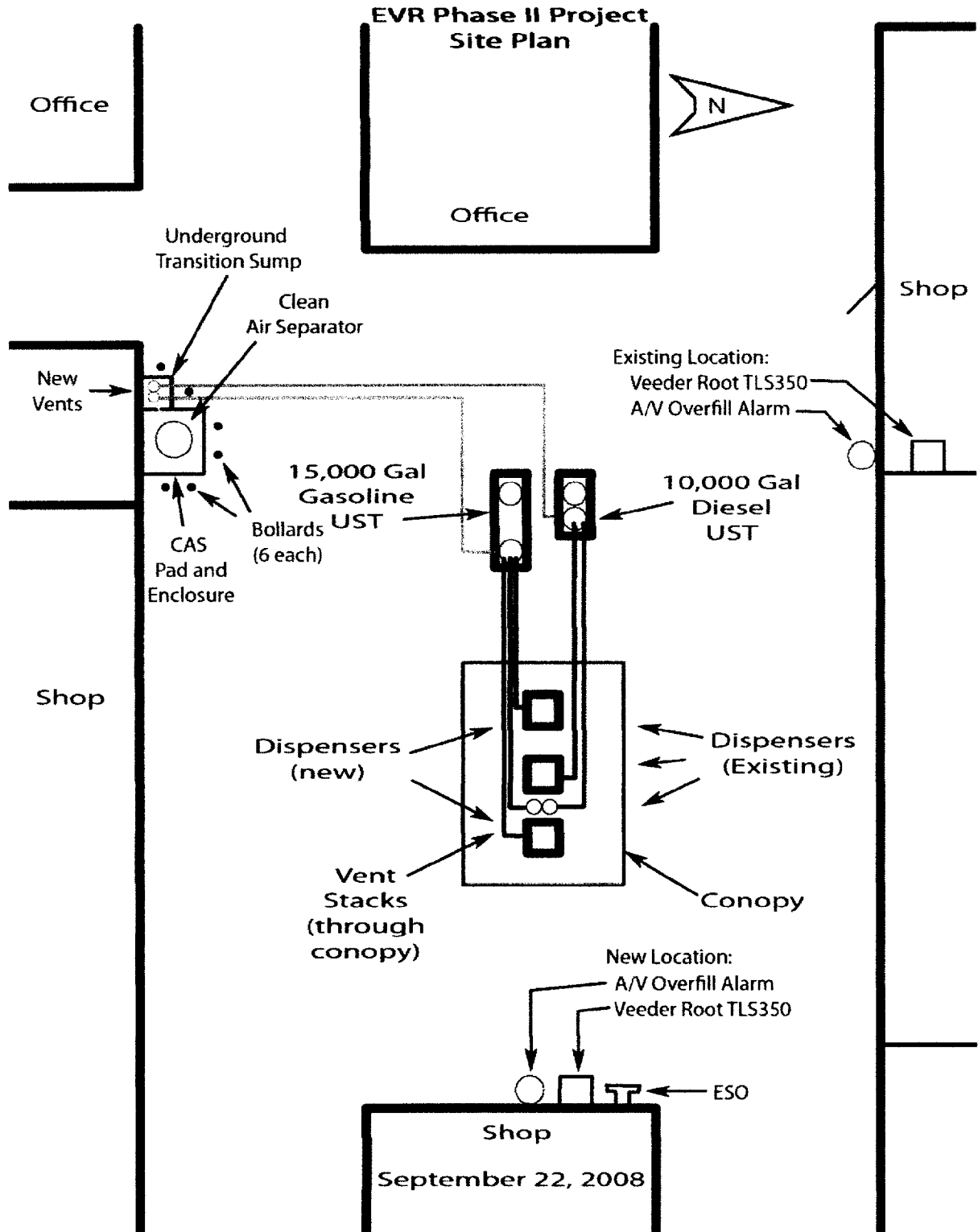


September, 22, 2008

BID SECTION

Site WD2
1800 Wardlow Rd.
Long Beach CA 90807

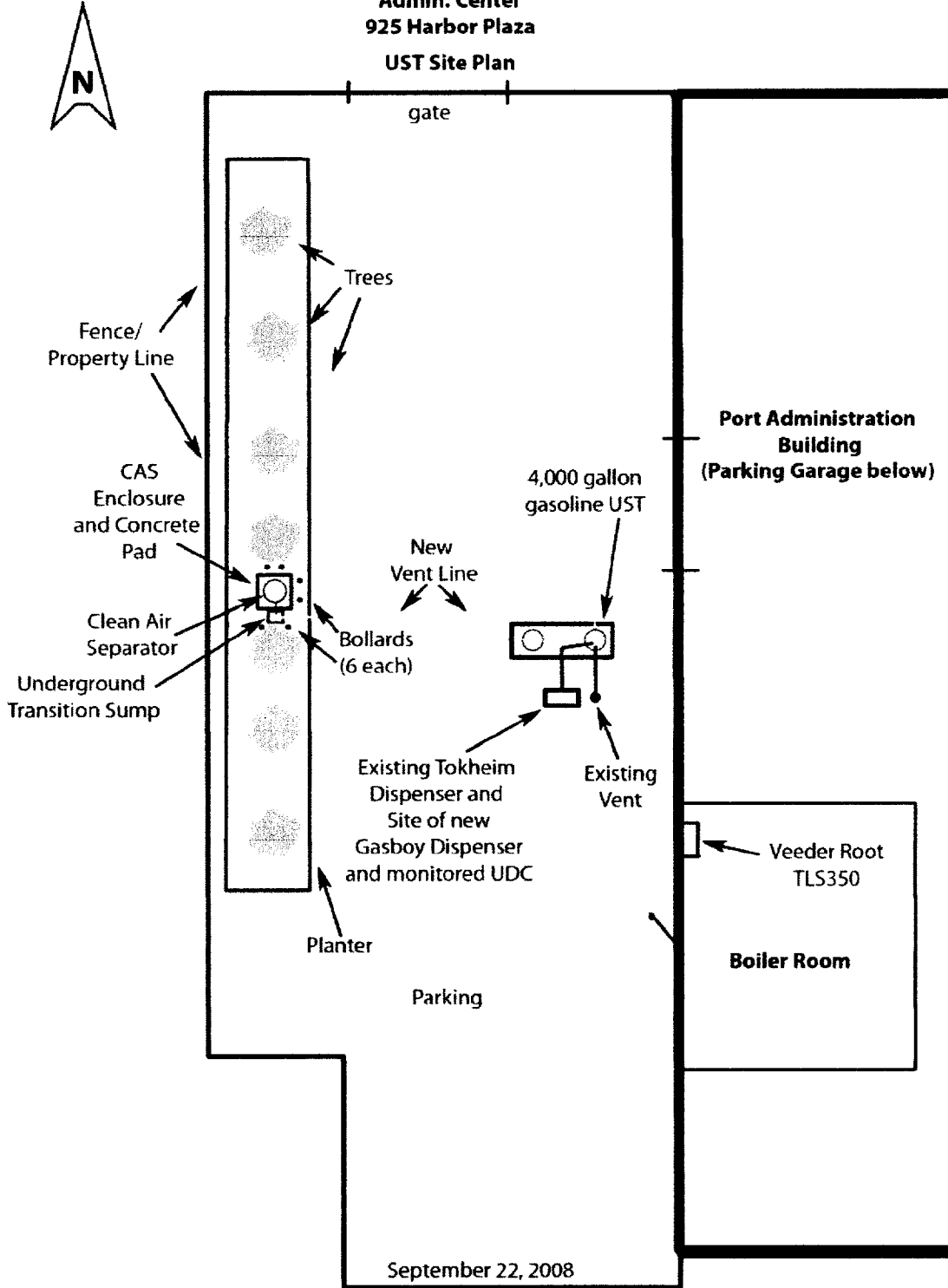
Attachment V



BID SECTION

Attachment VI

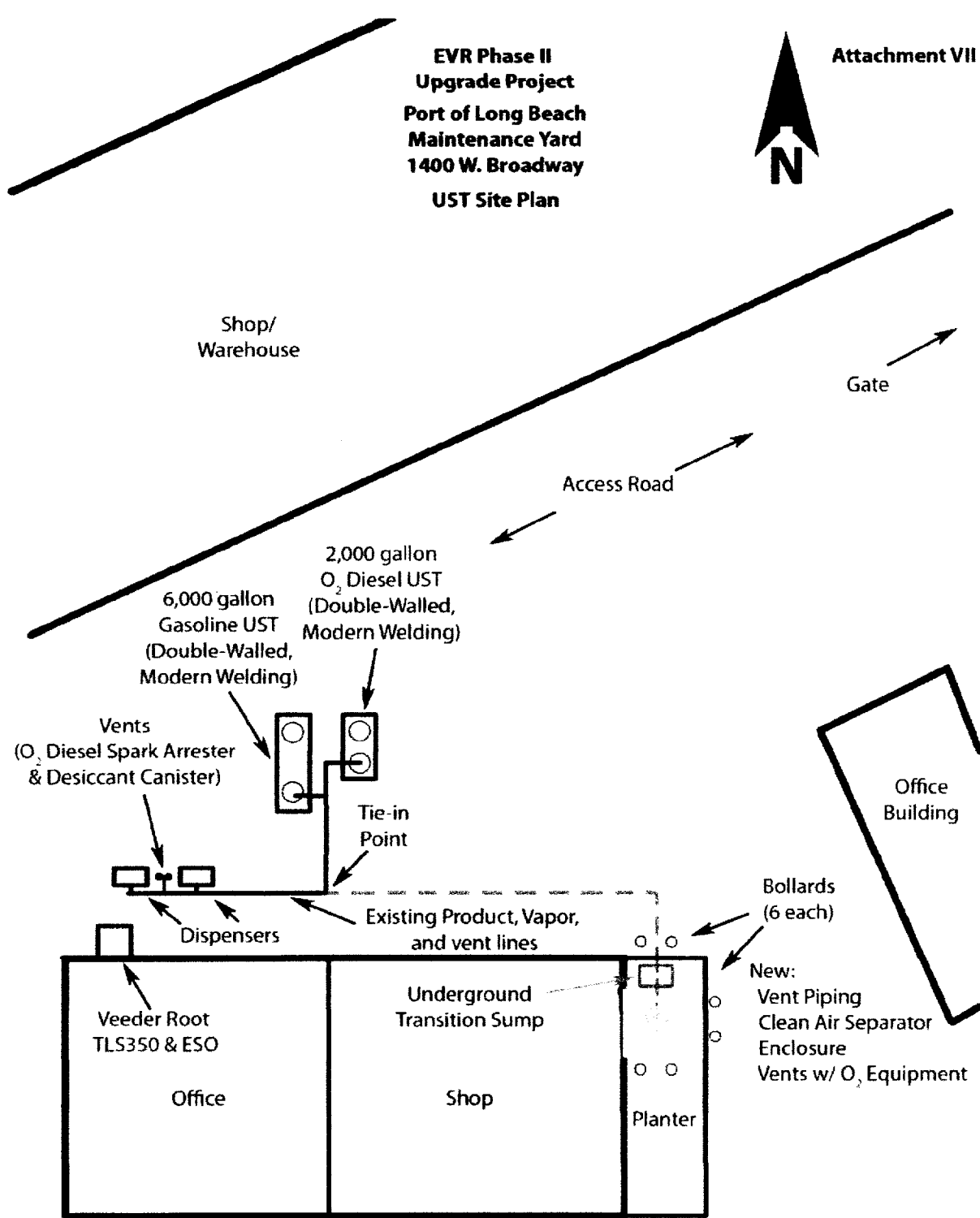
**EVR Phase II
Upgrade Project
Port of Long Beach
Admin. Center
925 Harbor Plaza
UST Site Plan**



BID SECTION

**EVR Phase II
Upgrade Project
Port of Long Beach
Maintenance Yard
1400 W. Broadway
UST Site Plan**

Attachment VII



September 22, 2008



15471 Red Barn Court
Chino Hills, California 91709-9107
Phone (909) 606-6322
Fax (909) 606-6324
State Lic. # A631479

TAFOYA & ASSOCIATES

UNDERGROUND TANK SERVICES

Attachment VIII

REFERENCES AND QUALIFICATION REQUIREMENTS:

1. Client References:

1. City of Chino Hills; 2000 Grand Ave, Chino Hills, CA 91709
Contact: Tad Garrety Phone: 909-364-2807
2. City of Torrance; 3031 Torrance Blvd, Torrance, CA 90503
Contact: Diane Megerdichian Phone: 310-781-7151
3. City of Newport Beach; 3300 Newport Blvd, Newport Beach CA 92663
Contact: Mike Pisani Phone: 949-644-3059
4. City of La Mirada; 15677 Phoebe Av, La Mirada, CA 90638
Contact: Gary S. Phone: 562-902-2373
5. City of Orange; 300 E Chapman, Orange, CA 92886
Contact: Alan Truong Phone: 714-744-5568

2. General Business Statement:

Tafoya & Associates has been in the business of servicing, upgrading, removing and repairing fuel tanks and fueling components since the early 1990's. This company has adapted and grown to accommodate all the ever-changing regulations in this industry. We have helped numerous cities, municipalities, companies, and individuals meet all the Phase I requirements, and have been, and will, continue to do so with Phase II EVR upgrades. Within the past three years, this company has installed Healy Phase II systems on new-ground up projects, as well, currently retrofitting sites with Healy systems. Also, within the past three years, we have re-piped, repaired, tested and performed upgrades at countless facilities throughout California. Tafoya & Associates maintains all ICC and manufactures' certifications and licenses.

Should you require additional references or company information please feel free to contact our office at (909) 606-6322. We will be glad to assist you.

3. Work History: n/a

According to the bid specs this area is to list contracts cancelled or jobs lost. We have no contracts cancelled or not renewed.

STATE OF CALIFORNIA
STATE AND CONSUMER SERVICES AGENCY CONTRACTORS STATE LICENSE BOARD



Building Quality



HAZARDOUS SUBSTANCES REMOVAL AND REMEDIAL ACTIONS CERTIFICATION

Pursuant to the provisions of Section 70587 of the Business and Professions Code, the Registrar of Contractors does hereby certify that the following qualifying person has successfully completed the hazardous substances removal and remedial actions examination.



Qualifier: Eddit Ray Tafoya

License No.: 631479

Business Name: Eddie Ray Tafoya

WITNESS my hand and official seal this
27th day of July, 1992

Doris R. Phillips
Registrar of Contractors

151-36 (12/91)

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

TRAINING CERTIFICATE

This certificate awarded to

Carlos Sanchez

For the completion of

40 Hour HAZWOPER & Confined Space Course
Hazardous Waste Operations Training as required in the Code
of Federal Regulations 29, 1910.120 & Title 8 of the California
Code of Regulations Section 5192
on this day December 31, 1997

NO. 626051273

Paul Martin

Instructor - Paul Martin

Certificate of Completion

This certificate awarded to

Carlos Sanchez

For the successful completion of
8 Hour HAZWOPER Refresher

Lock-Out/Tag-Out, Confined Space Entry

8 Hour Hazardous Waste Operations and Emergency Response refresher training

29 CFR 1920.120 (a) thru (d) & (f) thru (k), and 49 CFR 172 (h)

May 31, 2008

Paul Martin/Instructor

897NST2412

TMG Training Institute

INTERNATIONAL CODE COUNCIL

EDDIE R TAFOYA

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

Vapor Recovery System Installation and Repair

Given this day of May 7, 2008

Certificate No. 5251998-VI

Steven Shapiro

Steven I. Shapiro
President, Board of Directors

Richard P. Weiland

Richard P. Weiland
Chief Executive Officer



**INTERNATIONAL
CODE COUNCIL®**

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



EDDIE R TAFOYA
UNDERGROUND STORAGE TANK
INSTALLATION/RETROFITTING

The individual named hereon is CERTIFIED in the category shown, having been so certified pursuant to successful completion of the prescribed written examination.


Expiration date: March 29, 2009


No. 5251998-U1

Not valid unless signed by certificate holder.

ICC certification attests to competent knowledge of codes and standards.

State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



 State of California
 Department of
 Consumer
 Affairs

License Number **601479** Entity **INDIV**

Business Name **TAFOYA ASSOCIATES**

Classification(s) **A HAZ**

Expiration Date **10/31/2009**

