

Original

BID NUMBER ITB FS 15-151

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



INVITATION TO BID

FUEL SYSTEM REPLACEMENT PROJECT
FOR SITE 39 - WEST POLICE SUBSTATION

CONTRACT NO. 34116

1. COMPLETE CONTRACT:

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

3. AMOUNT TO BE PAID:

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

5. DECLARATION OF NON-COLLUSION:

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor - refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Fullerton, CA ON THE 21st DAY OF September, 2015
CITY STATE MONTH

COMPANY NAME: Fleming Environmental Inc. TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 1372 E Valencia Dr. CITY: Fullerton STATE: CA ZIP: 92831

PHONE: (714)871-2800 FAX: (714)871-2801

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

Terry L. Fleming, Jr. t Fleming@flemingenvironmental.com
(PRINT NAME) (EMAIL ADDRESS)

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

Terry L. Fleming, Jr. t Fleming@flemingenvironmental.com
(PRINT NAME) (EMAIL ADDRESS)

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

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

THE CITY OF LONG BEACH

BY [Signature]
Director of Financial Management

12/14/15
Date

APPROVED AS TO FORM

December 11, 2015

CHARLES PARKIN
CITY ATTORNEY

[Signature]
Deputy

BID NUMBER ITB FS 15-151

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

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

- Corporation State of California
- Partnership State of _____
 - General Limited
- Joint Venture
- Individual DBA _____
- Limited Liability Company State of _____

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

OPTIONAL

Ethnic (Check one):

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

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

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

Is the firm certified as a Disadvantaged Business: Yes No

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

- Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

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

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

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

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

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

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

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

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

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

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

8. PAYMENT:

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

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

9. SAFETY APPROVAL:

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

10. BUSINESS LICENSE:

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

INSTRUCTIONS TO BIDDERS

Address: _____

11. PUBLIC WORK AND PREVAILING WAGES:

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

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

12. RIGHT TO REJECT:

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

13. SAMPLES:

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

14. PRICES:

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

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

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

SUBCONTRACTORS

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

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

Company Name: none

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)
Black () American Indian ()
Hispanic () Other Non-white ()
Asian () Caucasian ()

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

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

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK – ATTN: Sokunthea Kol (Soey)
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: September 28, 2015
TIME: 11:00 am

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

SOEY KOL (562) 570-6123
BUYER TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

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

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

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

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

18. INTER-AGENCY PARTICIPATION:

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

YES _____ NO

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

19. AMERICANS WITH DISABILITIES ACT:

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

20. EQUAL BENEFITS ORDINANCE:

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

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

CONTRACT – GENERAL CONDITIONS

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

CONTRACT – GENERAL CONDITIONS

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

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the

CONTRACT – GENERAL CONDITIONS

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

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

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

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

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

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

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

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

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

CONTRACT – GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

CONTRACT – GENERAL CONDITIONS

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

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

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

PROJECT OVERVIEW

The City of Long Beach solicits firm, fixed-priced bids from qualified contractors to replace the existing 12,000-gallon UST-based, gasoline fueling system located in the Long Beach Police Department West Substation, 1835 Santa Fe Avenue, Long Beach, CA (see Appendix A for map). The new system will consist of a 15,000-gallon AST that supplies fuel to four single hose fueling dispensers for fleet vehicles.

The City has designated a specific person to oversee and manage all aspects of the Project. That person is the Fleet Services Bureau Fuel Operations Program Officer. The City will provide the contact information at a later date. As used within this document, "Fleet Services Bureau Fuel Operations Program Officer" may also mean a designated Project Management Consultant that will be the primary point-of-contact for the duration of the Project. The City will provide the contact information at a later date.

BID TIMELINE – All times are Pacific Time

Bid release date:	August 26, 2015
Pre-Bid & Job Walk date:	September 1, 2015 @ 11:30 am
Questions due:	September 4, 2015 by 4:30 pm
Posting of Q & A:	September 14, 2015 by 4:30 pm
Bid due date:	September 28, 2015 by 11:00 am

BID SUBMISSION INSTRUCTIONS

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

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

- Debarment Certification Form (Attachment A)
- Reference List (Attachment B)
- W-9 Form (Attachment C)
- Equal Benefits Ordinance (EBO) (Attachment D)
- Insurance Requirement (Attachment E)
- Secretary of State Certification Print-Out (Attachment F)
- Small Business Enterprise Program Commitment Plan (SBE) (Attachment G)
- Site Exam Certification Form (Attachment H)
- Project Labor Agreement (Attachment I)
- Labor and Materials Bond Form (Attachment J)
- Faithful Performance Bond Form (Attachment K)
- License & Certifications Information & Photocopies
- Sub-Contractor List Form
- Statement of OSHA Compliance
- Worker's Compensation Certification Form

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

City of Long Beach
C/O City Clerk
Attn: Sokunthea Kol (Soey)
333 W. Ocean Blvd., Plaza Level
Long Beach, CA 90802

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

**ITB FS 15-151
Fuel System Replacement Project for Site 39 – West Police Substation**

Bids must be received by 11:00 AM PT, September 28, 2015. Bids that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

MANDATORY PRE-BID CONFERENCE & JOB WALK

A Mandatory Pre-Bid Conference shall be held for the purpose of answering questions. Due to the nature of the scope of work and the specific standards required by the City, **no bid will be accepted from a bidder who fails to attend the Pre-Bid Conference as scheduled.** See Appendix A for a location map.

MANDATORY PRE-BID CONFERENCE SCHEDULE

Time: 11:30 AM, PST
Date: September 1, 2015
Location: Long Beach Police Department
West Division Substation
1835 Santa Fe Avenue
Long Beach, CA 90810

Contact: Soey Kol, Buyer at 562-570-6123
or Purchasing Main Line at 562-570-6200

BIDDER MUST SIGN-IN AT THE PRE-BID CONFERENCE TO BE ABLE TO SUBMIT A BID.

ATTENDANCE IS MANDATORY AT BOTH THE CONFERENCE AND JOB WALK (A SIGN IN SHEET AND ROLL CALL AT SITE WILL BE TAKEN). BIDDERS THAT DO NOT ATTEND THE MEETING AND VISIT THE JOB SITE WILL HAVE THEIR BIDS DISQUALIFIED.

Late arrivals to the Pre-bid Conference will not be disqualified; however, Bidders are responsible for all information provided at the Pre-bid Conference.

MANDATORY SITE INSPECTIONS

There is a mandatory job walk/site visit scheduled for this bid immediately following the Pre-bid conference.

Bidders shall be responsible for inspecting each site. Bidders shall be responsible to fully understand the security requirements for each area contained in the bid specifications prior to submitting a bid. Bidders shall examine the locations, physical conditions and surroundings of the sites to determine the extent to which these factors will influence or affect performance of services. 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 and the requirements of these specifications.

By submitting a bid, the Bidder acknowledges that the Bidder has made a personal inspection of each site and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. The Bidder accepts the premises in their present physical condition, and shall not make any demands upon the City for any improvements or alterations thereto.

The cost of all necessary work, materials, supplies, equipment, and other items shall be included in the prices bid. No other costs or charges shall be made unless stated in the Contract specifications.

Bidder shall complete and include Certification of Site Examination (Attachment H) with their bid.

AWARD

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

RIGHT TO REJECT BID

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

BID PROTEST PROCEDURES

Who May Protest

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

Time for Protest

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

Form of Protest

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

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

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

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

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

INSURANCE

See Attachment E

BOND PROVISIONS

Labor and Materials Bond

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

Faithful Performance Bond

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

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Office of the City Purchasing Agent (address above). The successful bidder shall use only the bond form supplied by the City.

Bond Instructions

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

Notarial Acknowledgments Required with Bonds

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

CALIFORNIA WAGE RATE REQUIREMENTS

Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, 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, classification or type of workers needed to perform the Work. The Contractor to whom the Contract is awarded, and its subcontractors, shall pay to all workers in the performance of the work not less than the prevailing rate of wages needed to execute the contract. The Prevailing Wage Determination in effect for this contract will be 2015-1.

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

PROJECT LABOR AGREEMENT (PLA)

This Work is covered by a Citywide Project Labor Agreement (PLA) entered into by the City of Long Beach with the Los Angeles/Orange Counties Building and Construction Trades Council and the signatory Craft Unions. The PLA establishes the labor relations Policies and Procedures for the City, the Contractor and subcontractors awarded contracts for the Work and for the craft persons employed by the Contractor or subcontractor while engaged in the Work.

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The goal of the PLA is to provide that the Work bring full employment and economic benefit to the City and its residents. With the PLA, the parties have established a framework for fair wages, hours and working conditions through which these goals may be achieved, and which will permit the utilization of the most modern, efficient and effective procedures for construction, assure a sufficient supply of skilled craft persons, and reduce or eliminate the causes of disruptions or interference with the Work.

The PLA contains a local hiring goal of 40%, calculated based on total hours worked. The local hire provision requires best efforts to utilize qualified workers residing in first tier zip codes (which include all of the City of Long Beach), then in second tier zip codes (which reflect the Gateway Cities), and finally in Los Angeles and Orange Counties. The City of Long Beach will utilize and contract with a PLA Administrator who will work with the contractors, residents, Long Beach City College, Pacific Gateway, and the Trades to oversee the provisions of the Agreement. Additionally, for projects over \$10 million, the general contractor will be required to hire a Jobs Coordinator to provide additional outreach efforts connecting Long Beach residents to job opportunities.

This Work will provide many opportunities for local residents and local small business enterprises to participate. It is the City's policy that contractors will cooperate with all efforts of the City, the PLA Administrator, the Jobs Coordinator (if applicable), and other organizations retained by the City to encourage and assist in the participation of local residents and local small businesses in the Work.

Contractor will be required to sign a Letter of Assent to acknowledge and agree to comply with all provisions of the PLA.

ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Any Contract arising from this procurement process may be funded in whole or in part by various granting entities. Pursuant to said grants, the Awarded Contractor is required to comply with (and to incorporate into its agreements with any sub-contractors) the following provisions in the performance of the Contract, as applicable.

ORDER OF PRECEDENCE

In the event of conflicts or discrepancies between these grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

ACCESS TO CONTRACTOR'S RECORDS

The Awarded Vendor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded vendor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

AMERICANS WITH DISABILITIES ACT

The Awarded Vendor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Vendor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Vendor will not discriminate against persons with disabilities or against persons due to their

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relationship to or association with a person with a disability. Any contract entered into by the Awarded Vendor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Awarded Vendor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

The Awarded Vendor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH DAVIS-BACON ACT

The Awarded Vendor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.

COPYRIGHT

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Vendor shall comply with 25 CFR 85.34

DRUG-FREE WORKPLACE

The Awarded Vendor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.

ENERGY EFFICIENCY

The Awarded Vendor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

ENVIRONMENTAL LEGISLATION

The Awarded Vendor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH

In accordance with CalOES/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Vendor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Vendors shall use small,

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minority, women-owned, or disadvantageded business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

NATIONAL PRESERVATION ACTS

The Awarded Vendor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321)

NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

PATENT RIGHTS

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT

The Awarded Vendor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Vendor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Vendor and all other pending matters are closed.

PUBLICATIONS

All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

RIGHTS TO DATA

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (4 CFR 27.404(a)).

RIGHTS TO USE INVENTIONS

City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any Invention developed under the Contract.

SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal system for Awards Management Database (www.sam.gov).

REFERENCES AND QUALIFICATION REQUIREMENTS

Each Bidder shall be fully qualified by ability, knowledge and experience to satisfactorily perform the work required in these Specifications, and shall be engaged in the business of installing USTs by the use of its own trained and qualified employees and equipment, material, and supplies, except as specified in these Specifications. The Contractor shall be fully licensed to perform the services required under this Contract. As a minimum, the bidder must hold a currently active General Engineering (Class A) Contractor's license and Hazardous Substance Removal (HAZ) certification from the State of California. The Bidder must present evidence indicative of its ability to finance, provide, and sustain the specified services to the satisfaction of the City. Failure to include any of the following information as requested below may cause the bid to be deemed non-responsive if the City has no recent experience with the Bidder.

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

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

Attached to the back of this bid

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.

None

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

PRIMARY CONTACT:

NAME: Terry L. Fleming, Jr.

TITLE: President

ADDRESS: 1372 E Valencia Drive Fullerton, CA 92831

OFFICE PHONE: (714)871-2800

FAX: (714)871-2801

CELL: (714)871-2800

EMAIL: tfleming@flemingenvironmental.com

SECONDARY CONTACT:

NAME: Ron Ferris

TITLE: Project Manager

ADDRESS: 1372 E Valencia Drive Fullerton, CA 92831

OFFICE PHONE: (714)871-2800

FAX: (714)871-2801

CELL: (714)448-0384

EMAIL: rferris@flemingenvironmental.com

EMERGENCY CONTACT (24/7):

NAME: Patty Fleming

TITLE: Project Coordinator

CELL: (714)871-2800

CONTRACTOR'S LICENSE

For the purposes of this bid, the Contractor shall possess a valid California Class A, General Engineering Contractor's license, Hazardous Substances Removal certification, and ICC certification. The City may deem any Bidder who fails to possess the required license to be non-responsive.

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

California Contractors License No. 746017 Expires: 2/29/16
Classification: A, B, HAZ

Hazardous Substance Removal
Certification No. 746017 Expires: 2/29/16

ICC Certification No. 5264333 Expires: 4/9/16

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

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

WORK AND WORKMANSHIP

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

DAMAGE CAUSED BY THE CONTRACTOR

If the Contractor, its employees, subcontractors, or anyone performing work under the Contract on the Contractor's behalf causes damage to any City facility, then the Contractor shall promptly repair such damage at its own cost or the City may repair or cause the repair of such damage and the cost thereof shall be deducted from monies due to the Contractor from the City.



CITY OF LONG BEACH, CALIFORNIA
BUSINESS LICENSE
OWNERSHIP NON-TRANSFERABLE

ACCOUNT: BU20016710

=====> LICENSE HOLDER -- PLEASE NOTE <=====

THE BOTTOM PORTION OF THIS FORM IS YOUR LICENSE. YOU MUST DISPLAY THE LICENSE IN A CONSPICUOUS PLACE ON THE BUSINESS PREMISES.

THE DATE YOUR LICENSE EXPIRES IS INDICATED ON THE FACE OF THE LICENSE. IF YOU DO NOT RECEIVE A RENEWAL NOTICE BY THE EXPIRATION DATE, CONTACT THE BUSINESS LICENSE SECTION AT (562) 570-6211.

NOTE: YOU ARE RESPONSIBLE FOR RENEWING THE LICENSE ON OR BEFORE THE LICENSE EXPIRATION DATE. (PLEASE NOTIFY THE BUSINESS LICENSE SECTION IF YOU ARE NO LONGER IN BUSINESS.)

PLEASE REPORT IMMEDIATELY ANY CHANGE IN OWNERSHIP, BUSINESS LOCATION, MAILING ADDRESS, OR BUSINESS ACTIVITY TO THE BUSINESS LICENSE SECTION.

TO BE RENEWED IF AWARDED

CITY OF LONG BEACH, CALIFORNIA
BUSINESS LICENSE
OWNERSHIP NON-TRANSFERABLE

4 211

ACCOUNT: BU20016710

DATE: 08/21/14

LICENSE EXPIRES ON 08/11/15

THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING TYPE OF BUSINESS: CONTRACTING - ENGINEERING
LOCATED AT: 1372 E VALENCIA DR



FLEMING ENVIRONMENTAL INC
1372 E VALENCIA DR
FULLERTON CA 92831-4758

AUTHORIZED BY JOHN GROSS
DIRECTOR OF FIN MGMT

SPECIFICATIONS

Existing System Description

1. The UST system to be replaced is located inside the Long Beach Police Department West Division Sub-Station, 1835 Santa Fe Avenue, Long Beach CA 90810.
2. The UST System consists of the following major components:
 - a. 12,000-gallon double wall Steel with a dry annular
 - b. Two (2) Gasboy dispensers
 - c. Two (2) shallow Bravo UDCs
 - d. Vent piping transition box
 - e. Total Containment Flexible Product piping
 - f. A.O. Smith double wall fiberglass vent and vapor piping
 - g. One (1) Veeder Root TLS 300C UST Monitoring
 - h. One (1) Veeder Root overfill alarm (existing to remain)
 - i. Healy Clean Air Separator Tank & components
3. See Appendix B for the Existing UST Site Plan.

New Fueling System Description

1. The new AST system shall be installed as detailed in the new AST Site Plan (Appendix F).
2. The following description and the details in the Scope of Work are not intended to specify all means and methods for the installation of the fueling system described herein. This contract does not include an all-inclusive parts list. However, the price of this contract, as indicated in the Pricing Section, shall include the cost for all parts and processes necessary to install the fueling system described herein, even though some parts and processes are not specifically listed.
3. It is the responsibility of the bidder, as a licensed, qualified, and experienced contractor to install a system that fulfills the operational requirements stated herein; and is fully compliant with all federal, state, regional, and local codes and regulations.
4. The new system shall include the following major components:
 - a. Fireguard UL-2085 15,000-gallon AST listed in CARB Executive Order VR-302.

SPECIFICATIONS

- b. The AST will be enclosed in a block wall with the exterior matching the design on the other buildings at the facility
- c. The AST and dispensers will be covered with a steel canopy with four (4) 250 W lights, controlled via manual switch.
- d. Morrison Brothers Phase I EVR (Executive Order VR-402) system with ground mounted fill and return lines outside of the enclosure.
- e. Hirt Phase II EVR System (Executive Order VR-501).
- f. Four (4) single hose gasoline pedestal mounted dispensers with pulsers for communication with a fuel management system.
- g. Two (2) new Air and Water stations (one on each side of the AST). Plumb air and water lines over to the existing building.
- h. A buried proximity sensing loop that will automatically open the exit gate upon vehicle approach. One loop required on the Santa Fe gate and the 19th Street gate.
- i. The existing AWID Gate control unit to be relocated to the outside of the new enclosure.
- j. Mount existing & new EJ Ward Fuel Management consoles on both sides of the AST. See Line Item 6 for additional details.
- k. Install new Veeder-Root TLS-350 console, sensors and tank probe as needed. (Existing TLS-300 console to be removed)
- l. Add one more turbine to tank for a total of two turbines. Each turbine will serve one dispenser on each side of the tank enclosure.

Additional Work

- 1. The existing area light, planter island, and tree will have to be removed for the new AST system.

SCOPE OF WORK

LINE ITEM 1 – PLANS AND PERMITTING

- 1. Work Plan - Within two weeks of contract award, submit a detailed Work Plan, schedule, and Critical Path Method (CPM) analysis to the City of Long Beach, Fleet Services Bureau Supervisor of Operations. Note: Work Plan shall be approved by the Fleet Services Fuel Operations Program Officer prior submitting the permit package. The plan shall include:
 - a. Cut sheets for all parts and equipment to be installed
 - b. Procurement lead times for all major and long-lead components
 - c. Calculations for the AST Slab and anchoring

SPECIFICATIONS

- d. A schedule for preparing and acquiring the permits
 - e. A list of construction equipment to be used on site
 - f. Preliminary drawing (site plan) showing the construction area, staging area and all components to be installed
 - g. Preliminary Day-by-Day Construction Schedule (to be updated at the Pre- Construction Meeting)
2. Permits - Contractor shall secure, on the City's behalf, all permits and approvals required by local, state, and federal agencies in order to remove the existing UST system and install a new AST-based fueling system at 1835 Santa Fe Ave., Long Beach CA 90810. Securing these permits requires the contractor to prepare permit application packages including completed application forms, supplemental information, calculations, and detailed construction plans. Contractor shall pay all plan-check and permit fees. As a minimum, the following permits and approvals are required:
- a. UST System Removal
 - I. UST Closure Permit – Long Beach Fire Department
 - b. AST-based Fueling System Installation
 - I. AST Installation Permit – Long Beach Fire Department
 - II. Electrical Permit – Long Beach Development Services Department
 - III. Building Permit – Long Beach Development Services Department
 - IV. Gasoline Dispensing Facility – South Coast AQMD
 - c. Note that a valid Long Beach business license is required to conduct business in the City of Long Beach.
 - d. Within 30-days of Work Plan approval, submit a single copy of each completed permit application package to the City of Long Beach Fleet Services Bureau Fuel Operations Program Officer for review.
 - e. The Fuel Operations Program Officer will review the packages and recommend changes if necessary. If changes are required, make the corrections and resubmit the permit application packages to the Fuel Operations Program Officer within one week.
 - f. Once approved by the Fuel Operations Program Officer, submit the permit application packages to the permitting agencies and deliver one copy of each package to the Fuel Operations Program Officer.

SPECIFICATIONS

- g. E-mail the Fuel Operations Program Officer with the date that each application was submitted and the expected return date.
- h. If changes are required by the permitting agencies, immediately notify the Fuel Operations Program Officer to schedule a meeting to review the changes and formulate a plan for re-submittal.
- i. All required permits shall be acquired prior to beginning any work. Provide (2) hard copy sets of plans approved by all relevant agencies to the Fuel Operations Program Officer. Provide high resolution electronic files in PDF format on CD to the Public Work Department for their records.
- j. Deliver copies of the signed-off job cards and inspector-initialed plans to the Fleet Services Fuel Operations Program Officer, Long Beach Fleet Services Bureau, 2600 Temple Ave, Long Beach CA 90806 within five (5) days after:
 - a. UST Removal; and
 - b. New Fuel System Final Inspection
- k. If the final system configuration differs from the configuration depicted in the approved drawings, submit within one week of job completion, "as-built" plans to the Fleet Services Fuel Operations Program Officer for approval. "As-built" plans shall include a detailed list of all installed equipment and fittings with accurate, scaled depictions of the final system configuration. Provide "as-built" high resolution electronic files in PDF format on CD to the Public Works Department for their records.
- l. The removal of an existing UST system requires that the general contractor hold a Hazardous Substance Removal "HAZ" certification.
- m. The installation of an AST system requires that the general contractor hold a General Engineering "A" contractor's license and have an ICC-certified AST Installation/Retrofit technician, ICC Vapor Recovery Installation/Repair, ICC Vapor Recovery Testing/Repair, and appropriate Manufacturer's certifications on site anytime the jobsite is active.

LINE ITEM 2 – UST SYSTEM REMOVAL

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

SPECIFICATIONS

- prior to beginning excavation.
4. Allow enough time for all departments and agencies to inspect the excavation area and provide feedback.
 5. Note that at least one utility line transits the construction area below grade. It is the contractor's responsibility to determine the exact location of all buried piping and or wiring prior to starting excavation.
 6. Promptly repairing damage caused to marked or unmarked utilities (power, piping, communication) during excavation or construction is the responsibility of the contractor. The contractor shall promptly notify the Long Beach Fleet Services Fuel Operations Program Officer when excavation work is expected to produce or accidentally produces a disruption of utilities.
 7. Put in place all measures necessary to prevent any unauthorized release of hazardous materials while removing and replacing the UST system. These measures are not specified in this contract. It is the responsibility of the contractor to prevent a release of hazardous material.
 8. Additionally, it is the responsibility of the contractor to satisfy the regulating departments and agencies that procedures are in place to safely undertake this project and to prevent an unauthorized release.
 9. Although not explicitly enumerated, all procedures required by Best Management Practice, industry standards, federal, State, and local code, as interpreted by the regulating agencies, are included in this contract by inference.
 10. Therefore, the incurrence of unexpected costs associated with additional safety or environmental measures imposed during the permitting process by the regulating agencies, shall NOT be grounds for a price change to this contract.
 11. Remove the UST system as follows:
 - a. Secure the excavation area to prevent injury
 - b. Empty the UST. Remove as much liquid as possible. There will be no more than 200-gallons of product left in the tank.
 - c. Flush and triple rinse UST and piping
 - d. Manifest, transport and dispose of all liquid as required using a DOT-approved carrier. Present a copy of the manifest to the inspector
 - e. In the presence of the Fire Inspector, inert the UST by inserting, 22-lbs of dry ice per 1,000-gallons of tank volume
 - f. Within 2 hours, in the presence of the Fire Inspector, test the O2 level and LEL of each

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- tank. There must be 5% or less O₂ and 0% LEL to proceed.
- g. Once the tanks are inert, as defined by the "Long Beach Fire Department Removal Method #2-Clean" guideline (Appendix C), the Inspector will authorize excavation.
 - h. Do not Excavate (break ground) without specific written authorization from the inspector.
 - i. The existing UST is located in close proximity to a building. It is the contractor's responsibility to inspect the construction area prior to bidding and to remove the UST without damaging the building.
 - j. Once authorized to do so by the inspector, excavate the tank top and piping runs. Do not remove the piping.
 - k. A state-licensed marine chemist or industrial hygienist shall certify the tank as clean and safe to transport. This may require additional cleaning. After the tank has been certified clean and safe to transport, and the inspector so authorizes, remove the tank.
 - l. Mark and Manifest the tank in accordance with "Long Beach Fire Department Removal Method #2-Clean" guideline (Appendix C).
 - m. Clean the exterior of the tank while it is above a plastic-lined containment area.
 - n. The tank shall be transported intact and in one piece.
12. Gather and analyze soil and/or water samples as follows:
- a. Conduct soil and water sampling and testing in accordance with the Long Beach Post Tank Removal Guidelines (Appendix D) as interpreted by the Inspector.
 - b. While the underground piping is still in place, a California registered geologist shall collect soil samples along the piping run as required the Long Beach Post Tank Removal Guidelines, CCR Title 23, and CA Health and Safety Code, Chapter 6.7, as interpreted by the Inspector.
 - c. As a minimum, soil or water sampling is required below both ends of the tank; at 20-foot intervals along the belowground piping run; below every piping joint or elbow; and at any other place indicated by the inspector.
 - d. The soil and water samples shall be tested in accordance with the Long Beach Post Tank Removal Guidelines.
 - e. Analysis of samples shall be expedited (24 hour turn-around).

A full copy of the analysis shall be forwarded to the Fuel Operations Program Officer within 30 hours from the time the samples were collected.

SPECIFICATIONS

- f. Remove the entire existing tank pad.
13. Prepare and submit closure reports as follows:
- a. Within 15 days of tank removal, deliver to the Fleet Services Fuel Operations Program Officer, at 2600 Temple Ave. Long Beach CA 90806, four copies each of the Soil (water) Sampling Report and Tank Removal Report (Appendix E), in the format prescribed by the Long Beach Post Tank Removal Guidelines (Appendix D) and State code.
14. The UST excavation is to be backfilled with approved materials (clean soil, slurry, base material, etc.), compacted to 95%. The surface is to be replaced with 4" asphalt pavement over 8" CMB. Stripe 4 parking stalls per City standards.
15. Environmental Cleanup/Remediation
- a. Should analysis of the water or soil samples warrant remediation, work may be authorized under Line Item 4 of this contract, or a new contract may be required depending on the amount of remediation.

LINE ITEM 3 – NEW FUEL SYSTEM INSTALLATION

- 1. Install a new AST-based system to fuel fleet vehicles.
- 2. The new AST system shall be located generally as indicated in the New Site Plan (Appendix F). The AST must be positioned so that non-fueling vehicles can access the exit gate onto Santa Fe Avenue while other vehicles are fueling. Final location of the AST shall require the approval of the Fuel Operations Program Officer.
- 3. Install and commission a fueling system as described below. The new fueling system shall consist of the following major components and all piping, wiring, shoring, bracing, weatherproofing, and other elements necessary to provide a fully functioning vehicle fueling site, but not listed herein. The system shall be compliant with all Federal, State, and local codes and regulations in effect as of the date of final inspection.
 - a. AST – One (1) 15,000-gallon UL-2085 double-walled, Fireguard AST. As approved by CARB Executive Order VR-302. The AST will need to accommodate all of the following equipment as well as the required venting:
 - I. Morrison Brothers Phase I EVR system with a Ground Level Fill and Vapor adaptors outside the enclosure.
 - II. Hirt Phase II EVR Vapor Recovery system per CARB Executive Order VR-501-A.
 - III. Veeder-Root Tank Probe, Annular Sensor, two (2) sump sensors in tank top mounted containment boxes, and four (4) Dispenser Containment Sensors.
 - IV. OSHA approved Fall Protection (Access ladder with tank top mounted perimeter guardrails).

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- V. Integral tank top mounted piping containment boxes for the fill and supply piping terminations.
- b. AST Concrete Slab: As a minimum the concrete pad shall meet the following specifications:
 - I. Structural Engineered Foundation Concrete Slab
 - II. The slab should extend out from the AST at least 12" on all sides.
 - III. Construction joints shall be cut as soon as practical but no later than 12 hours after pouring concrete
 - IV. A deputy inspector shall witness the pour.
- c. Spill Containment: The AST will have an approved ground level fill and vapor port inside a spill containment box. The fill piping will be 3" and have an approved overfill prevention drop tube installed at the top of the tank, inside the containment box. The drop tube will extend to within 6" of the bottom of the AST. Fill piping shall be of double wall steel construction.
- d. Dispenser: Four (4) single hose dispensers that are pedestal mounted outside the enclosure.
- e. Aboveground Pipe: All aboveground piping shall be double wall welded steel, except Phase I vapor recovery line to be single wall welded steel. All piping shall be painted white.
- f. Dispenser Containment Pans: Each dispenser shall have a monitored containment pan.
- g. Hanging Hardware: The dispensers shall have Veyance Technologies hoses, an Emco Wheaton Breakaway and nozzle. The total length shall not exceed 18 feet.
- h. Monitoring System: New Veeder-Root TLS-350 inventory and leak monitoring system consisting of the following major components:
 - I. Ethernet communications card.
 - II. One (1) Mag Plus automatic tank gauge probe for the AST
 - III. Non-discriminating sump sensors in the four (4) dispenser containment pans, and in the tank top containment boxes.
 - IV. Dry interstitial sensor installed in the AST interstitial space.
 - V. One (1) overfill alarm and acknowledgement switch (existing to remain)
- i. Third Party Remote Communication Device: The third party remote monitoring device will be located inside the Diesel AST room of the building closest to the AST, with the monitoring system (existing to remain).

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- j. Electrical: Provide all electrical components (conduit, conductors, cables, junction boxes, electric panels, breakers, switches, etc.) as required to provide a complete and functional system.
 - I. All electrical shall comply with the latest edition of the NEC, and local City codes.
 - II. Provide (2) two 1" conduits with pull string for future use. Route from the source panel in the garage building to the dispenser area. Stub-up 18" above grade and cap at each end.
 - III. Provide four (4) 250 W wall mounted lights (1 above each dispenser), actuated via motion detector.
 - IV. The new electrical systems will draw more load than the existing systems. Contractor to verify that electrical panel located in the garage building, can support the additional loads.
 - V. The electrical for the new fuel systems must be connected to the existing emergency generator. Contractor to confirm.
 - VI. The electrical systems must be engineered by a California Registered Electrical Engineer. Provide wet stamped and signed electrical drawings for permit submission to the City.
 - k. Concrete Drive Slab: Reinforced concrete slab, both sides of the AST enclosure. Slab to be 8" thick min. x 12" wide (clear width) x full length of enclosure. Slab to slope 2% min. away from fueling area, to surrounding pavement.
4. The brand names of the equipment are for reference only. Alternate brands that are equivalent in design, performance, quality, functionality, and compatibility are acceptable upon approval by the Fuel Operations Program Officer. The suitability of alternate brand equipment shall be at the sole discretion of the Fuel Operations Program Officer.
 5. Install the above equipment and all associated ancillary equipment, wiring, conduit and supports necessary to commission a fully functional and code-compliance fuelling facility.
 6. Installation shall be in accordance with PEI RP100 "INSTALLATION OF UNDERGROUND LIQUID STORAGE SYSTEMS", manufacturer guidelines/instructions, Best Management Practice, and industry standards associated with the construction of a fleet fueling facility.
 7. The details in the Scope of Work are not intended to specify all means and methods for the installation of the fueling system described herein. This scope of work does not include an all-inclusive parts list. However, the price of this contract shall include the cost for all parts and processes necessary to install the fueling system described herein, even though some parts and processes are not specifically listed.

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8. It is the responsibility of the contractor to install a system that fulfills the operational requirements stated above; and is fully compliant with all federal, state, regional, and local codes and regulations at the time of final inspection.
9. If conflicts arise between any statute or regulation and this Scope of Work, the statutes or regulation shall prevail. It is the responsibility of the contractor, as an experienced, fully licensed, and professional contractor, to include in the price of this contract, any costs associated with reconciling such conflict.
10. Installation of all parts and equipment shall be accomplished by ICC and manufacturer-certified technicians, or when necessary to activate the manufacturer's warranty, by an Authorized Service Contractor.
11. In process testing shall be conducted in accordance with manufacturer guidelines/instructions and State code as interpreted by the inspector.
12. Conduct all tests and demonstrations required by Federal, State, and local code, as interpreted by the Inspector, during construction and for the commissioning of an AST-based fueling system. Refer to §2635, Title 23, California Code of Regulations, Chapter 16; §25281, §25284.1, §25291, and §25299, California Health and Safety Code, 40 CFR280.20, 280.40-280.45; California Assembly Bill AB2481; and AQMD/CARB rule 461.
13. Within seven days of final inspection, certify the UST leak monitoring system. Document the certification on the state approved form and provide it to the City of Long Beach, Fleet Services Fuel Operations Program Officer. (The certification shall be performed in the presence of the CUPA inspector).
14. If any component fails the above-referenced tests, certifications, or demonstrations, submit a repair/replacement plan to the Fleet Services Fuel Operations Program Officer for approval. Once a repair/replacement plan is approved, repair or replace the component in accordance with the approved plan and retest.
15. Provide notification to the Fleet Services Fuel Operations Program Officer five business days in advance for all tests required by State code.

LINE ITEM 4 – AST ENCLOSURE

1. The AST enclosure shall be 12'-8" minimum height from grade and constructed of 8" CMU block. The wall and foundation shall be engineered by a California Registered Civil or Structural Engineer.
2. The exterior of the enclosure shall match the exterior of the surrounding buildings.
3. The engineered plans submitted to the City of Long Beach shall be wet stamped.

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LINE ITEM 5 – AST AND DISPENSER CANOPY

1. The canopy shall be installed to cover the AST and the fueling positions. Canopy to be 16' clear height to underside of fascia.
2. The canopy shall be constructed of structural steel with a sheet metal fascia, and pre-finished roof deck, similar to a retail service station. Provide shop drawings for review before beginning fabrication.
3. Canopy columns and downspouts shall be located, designed and constructed such that roof drainage does not flow across fueling areas.
4. Provide water-tight access hatches through canopy roof deck to be able to remove and service tank equipment. Hatches required over turbines, electronic tank gauge, and fill line.
5. Canopy must accommodate the Hirt burner installation on top of the canopy. Provide supports as required. Location of the Hirt burner must allow for maintenance and testing access, and be in compliance with OSHA fall protection standards, including tie-off points for safety harnesses.
6. AST vent line and line(s) / conduit(s) associated with the Hirt burner to penetrate through canopy roof deck. Provide water-tight assembly.
7. Provide four (4) 250 W lights, controlled via manual switch.

LINE ITEM 6 – DISPENSER CONNECTION TO THE FUEL MANAGEMENT SYSTEM

1. The City may be in the bid process to upgrade the current fuel management system. This may be awarded prior to the award for the AST project. The bidder will include costs for installing two fuel management panels provided by the City, conduit for Cat 5 cables, power, dispenser communication, monitoring panel communication, etc. The new fuel management system is expected to utilize RFID and internet technology, as noted below. Costs to include start-up and commissioning by the selected fuel management system authorized representative.
2. If the fuel management system bid process is completed during the new AST project bid process, bidders can expect an Addendum from the City's bid system with refined information about connecting the AST system to the fuel management system.
3. If the fuel management system bid process is completed after the new AST project bid is awarded but before construction starts, the bidder will be directed to prepare a Change Order for approval, to update plans and costs to install the new equipment.
4. If the fuel management system bid process has not concluded prior to the start of construction of the new AST project, the bidder shall:
 - a) Have included information in any submitted plans or bid costs for conduit and equipment to accommodate a standard non-retail fuel management system. Information shall be formatted in side-by-side comparison matrix of EJ Ward and standard non-retail installations.

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- b) Plan on utilizing the current EJ Ward Fuel Management panel. The bidder shall plan on installing an additional EJ Ward panel, provided by the City, unless there is additional communication from the City. Contact EJ Ward for pricing.
- 5. Regardless of make of Fuel Management System, bidder is responsible for providing a turn-key installation, including connection and start-up of the systems.
- 6. The bidder is instructed to make contact and coordinate with the City's Technical Services/IT personnel (Edwin Creus 562-570-6196) and the EJ Ward representative (Tony Scordia 562-833-0898) prior to project start. (See Appendix G for Installation Guide)

LINE ITEM 7 – NEW AIR AND WATER STATIONS ON EACH SIDE OF THE AST

- 1. Existing Water Equipment- The existing fuel island includes a standard water bib and a radiator water bib, water hose, and an underground hose reel, all to be removed.
- 2. Replace the existing water equipment with new equipment to provide similar capabilities on each side of the AST, "Duro Model # 50-37, or equal. Tie into the existing water line underground at the existing fuel island source and extend to the new AST locations. Provide shut-off valve in below grade valve box at point of connection. Route the water pipe from the AST to the edge of the building as indicated in the New Site Plan (Appendix F). The new water pipe shall exit grade within two inches of the building and extend 12 inches above grade, with a standard hose bibb connection. All water equipment shall be constructed of materials, and be installed, in accordance with Best Management Practice and all applicable codes.
- 3. New Air Equipment- Install new air equipment on each side of the AST, "Duro Model # 50-37, or equal. Tie into the existing air line at the existing air compressor located in the garage building and extend to the new AST locations. Provide shut-off valve at point of connection. Route the air line from the AST to the edge of the building as indicated in the New Site Plan (Appendix F). The new air line shall exit grade within two inches of the building and extend into the building. Route overhead, or as required to air compressor connection. All air equipment shall be constructed of materials, and be installed, in accordance with Best Management Practice and all applicable codes. At point of tie in, split two lines from the compressor with simple 90 degree valves be installed on the line to enable separate shop air use and fuel island air use.
- 4. Air & water equipment to be "Duro Model # 50-37, or equal. Provide 25' long hoses with water bibbs and air gauges.

LINE ITEM 8 – ALLOWANCE FOR ENVIRONMENTAL REMEDIATION

- 1. Conduct environmental cleanup as required by the CUPA and as directed by the Fleet Fuel Operations Program Officer.
- 2. Environmental cleanup shall only be undertaken if soil and/or water sample analysis indicates that cleanup may be necessary. Clean up may include disposal of contaminated soil or water; additional excavation (dig-to-clean); and additional sampling and analysis.

SPECIFICATIONS

3. Conducting work under **Line Item 8** requires advance written authorization by the Fleet Services Fuel Operations Program Officer. Contractor shall submit the cost rationale, consisting of a detailed list of expenses along with supporting documentation (vendor invoices, time sheets, etc.) and Change Order proposal, and receive written authorization (email is acceptable), prior to performing any work
4. The total price for **Line Item 8** listed in the Pricing Section below is the maximum price for this line item. Authorization by the City will include, at the City's sole option, either a "firm fixed price" or a price that is equal to the contractor's actual costs plus 10%.
5. Contractor invoice shall include approved rationale and cost documentation.

LINE ITEM 9 – GATE SECURITY

1. Coordinate with the City's Security Consultant, RD Systems, to install (2) proximity sensing loops at exit gates, relocate the existing AWID card reader, and provide for the Santa Fe entry gate to be actuated by radio frequency channel 2 use.
2. Contractor's scope of work will include the removal of the card reader and pedestal. Contractor to protect and store card reader for re-installation by RD Systems. Contractor to locate and re-configure the existing underground conduit that serves the card reader, extend up inside the new AST enclosure, and penetrate the wall for RD Systems to mount the relocated AWID card reader. Protect existing conductors and cables for re-connection by RD Systems.
3. RD Systems will perform all the required installation and testing scope of work, with the exception of the conduit work indicated. Contractor to contact RD Systems for pricing, and include cost in Line Item 3: John Russell (President) 949-936-0100, jrussell@rd-systems.com.

LINE ITEM 10 – AST SYSTEM 3D RENDERINGS

1. Contractor to provide color drawings and digital files depicting the relationship between the AST, the enclosure, the canopy, and the adjacent site buildings to the Fleet Services Fuel Operations Program Officer prior to submission for permits. Specific viewpoint required to illustrate the visual impact to persons on Santa Fe Ave. Drawings to be prepared utilizing 3D software. The City reserves the right not to invoke this task; however, Bidder is required to bid on all tasks.

Final Acceptance

1. Final acceptance of this project shall occur when all of the following are accomplished:
 - a. The work, certification, and testing specified above are complete, the job site is clean, and all test water, construction equipment and debris have been removed.
 - b. The Long Beach Department of Development Services approves the job by signing the job card.
 - c. The site passes final inspection and the Long Beach Fire Department approves the job

SPECIFICATIONS

- by signing the job card and the planning package.
- d. The contractor demonstrates to the City of Long Beach, Fleet Services Supervisor of Operation's satisfaction that all aspects of the fueling site operate as designed and that workmanship is consistent with industry standards for a new fueling system and for this site's location at the City of Long Beach Police Department, a vital public entity.
 - e. The signed-off job cards and drawing package are delivered to the City of the Long Beach, Fleet Fuel Operations Program Officer.
 - f. All test results (on State/AQMD-approved forms), including the testing conducted in Line Item 3 are delivered to the City of Long Beach, Fleet Services Fuel Operations Program Officer, and any others designated to receive copies.
 - g. The leak monitoring and vapor recovery systems are certified/tested and the resulting documentation is delivered to the City of Long Beach, Fleet Services Fuel Operations Program Officer, Fire Department, and any others designated to receive copies.
 - h. The Fuel Operations Program Officer certifies, by signing the project plans, that the fueling system installation and commissioning appear to have been accomplished successfully, all documentation has been delivered, and that the system operates as designed.

Payment

- 1. All Contractor requests for payment will have 10% retention applied and will be paid within 60 days of invoice receipt.
- 2. Once all punch list items have been completed, warranty & close-out documents and lien releases have been received, and the system has received Final Acceptance by the City and the Agencies having jurisdiction, the Contractor may request payment of the 10% retention. Final invoice will be paid within 60 days of invoice receipt.
- 3. If authorized by the City, progress payments may be paid as follows:

<u>Line Item</u>	<u>Task Description</u>	<u>Payment Amount</u>
1	Acquisition of all City-issued permits	90% of the price of Line Item 1
2	Completion of all tasks described in Line Item 2	90% of the price of Line Item 2
3	Contractor pays its vendors for equipment	90% of the amount paid to the vendors. Proof of payment and detailed invoice are required.
3	The new AST and the major equipment is set	90% of the price of Line Item 3
4	Completion of all tasks described in Line Item 4	90% of the price of Line Item 4

SPECIFICATIONS

- | | | |
|----|---------------------------------------------------|--------------------------------------------------------------|
| 5 | Completion of all tasks described in Line Item 5 | 90% of the price of Line Item 5 |
| 6 | Completion of all tasks described in Line Item 6 | 90% of the price of Line Item 6 |
| 7 | Completion of all tasks described in Line Item 7 | 90% of the price of Line Item 7 |
| 8 | Completion of all authorized tasks in Line Item 8 | 90% of the price of approved individual tasks in Line Item 8 |
| 9 | Completion of authorized tasks in Line Item 9 | 90% of the price of Line Item 9 |
| 10 | Completion of authorized tasks in Line Item 10 | 90% of the price of Line Item 10 |
4. Front loading of the line item price structure for the purpose of accelerating progress payments shall be cause for withholding progress payments.

Warranty

1. In addition to any warranties expressed or implied elsewhere in this contract, the contractor guarantees all work conducted and all equipment installed as part of this contract for a period of one year. If the fueling system or any of its components fails to perform as designed, malfunctions, fails a required test during the year following final acceptance, or proves to be of inferior workmanship, the contractor shall promptly repair or replace the component(s) as necessary to restore the system to the satisfaction of the City. The contractor shall be responsible to furnish the necessary labor, including design, engineering, permitting fees, parts, and materials to restore the system. If the contractor is unable to promptly restore the system, the City may elect to contract with another vendor to repair the system. The contractor shall then be liable for the cost of the repair plus 10%.
2. Liquidated Damages
 - a. This fueling system is the primary fueling location for Long Beach Police Department West and South Division vehicles. Protracted downtime will result in a financial burden on the City of Long Beach. As a result, this contract includes a provision for liquidated damages.
 - b. Removing the existing UST system and installing and commissioning a new system are estimated to take eighteen weeks (six weeks Plans and Permitting, twelve weeks construction).
 - c. If the fueling system is out of commission for more than fifteen weeks, the contractor agrees to pay the City \$500 for each day beyond the fifteen weeks, that the system out of commission.

BID SECTION

COMPANY NAME: Fleming Environmental Inc.

Pricing

1. The contractor agrees to accomplish the work described in this contract for the Total Firm Fixed Price listed below. The City agrees that the work described in the scope of work will be awarded to a single contractor. The line item pricing indicated below reflects the costs associated with the scope of work for that line item.
2. Line item 6, 4a Generic will be used by the City for pricing and billing only and will not be used to determine award and shall not affect the outcome of the bid.

Line Item	Description	Line Item Price	Total Price
1	Plans and Permitting	17,700. ⁰⁰	17,700. ⁰⁰
2	UST System Removal	57,960. ⁰⁰	57,960. ⁰⁰
3	New AST Installation	344,800. ⁰⁰	344,800. ⁰⁰
4	AST Enclosure	31,920. ⁰⁰	31,920. ⁰⁰
5	AST and Dispenser Canopy	98,330. ⁰⁰	98,330. ⁰⁰
6	Dispenser Connection to Fuel Management System (based on 4b EJ Ward)	4,104. ⁰⁰	4,104. ⁰⁰
	4a Generic	—	
7	New Air and Water Stations	6,500. ⁰⁰	6,500. ⁰⁰
8	Allowance for Environmental Remediation	50,000. ⁰⁰	\$50,000.00
9	Security Gate Modifications	8,500. ⁰⁰	8,500. ⁰⁰
10	3D rendering drawings	3,500. ⁰⁰	3,500. ⁰⁰

TOTAL PRICE

\$ 622,314.⁰⁰

ATTACHMENT A

**Debarment, Suspension, Ineligibility and Voluntary Exclusion
Certification**

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 18 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:


- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Fleming Environmental Inc.
Business/Contractor/Agency

Terry L. Fleming, Jr. President
Name of Authorized Representative Title of Authorized Representative

 9/21/15
Signature of Authorized Representative Date

r21411

Acceptance of Certification

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

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

If you have any questions on how to complete this form, please contact the Purchasing Division in the City of Long Beach Business Relations Bureau at 562-57-6200

ATTACHMENT B

REFERENCE LIST



City of Long Beach
 Purchasing Division
 333 W Ocean Blvd/7th Floor
 Long Beach CA 90802

Reference Information Form

PLEASE SEE ATTACHED REFERENCES

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Fleming Environmental Incorporated

1372 E. Valencia Drive * Fullerton, CA 92831

(714) 871-2800 * Fax (714) 871-2801

License #746017

REFERENCES

LA County Sanitation District
P.O. Box 4998
Whittier, CA 90607

January 2014
Philip Huang (310)830-2400

UST Removal at Joint Water Pollution Control Plant
24501 S Figueroa St.
Carson, CA 90745

Contract Amount: \$21,793.00

DOT-LINE Transportation
4366 East 26th Street
Los Angeles, CA 90058

February 2014
Dave Llagmaier (800)423-3780x3004

20,000 Gal Fuel Tank Removal
4366 East 26th Street
Los Angeles, CA 90058

Contract Amount: \$35,656.00

Riverside Transit Agency
1825 Third Street
Riverside, CA 92517

December 2013
Robert Wymann (951)565-5190

UST Removal
1825 Third Street
Riverside, CA 92517

Contract Amount: \$219,554.00

City of Anaheim
200S. Anaheim Blvd.
Anaheim, CA 92805

August 2013
Niel Groom (714)765-5207

UST Fuel Line Replacement
1713 S Clementine Street
Anaheim, CA 92802

Contract Amount: \$26,260.00

City of Glendora
116 E. Foothill Blvd.
Glendora, CA 91741

August 2012
John Menke (626)914-8252

UST Removal
150 S Glendora Ave.
Glendora, CA 91741

Contract Amount: \$58,685.00

Gordon Trucking, Inc.
151 Stewart Road SW
Pacific, WA 98047

January 2012-2013
Norm Timmerman (253) 863-7777 x4276

Construct Fueling Facility
12550 S Harlan Road
Lathrop, CA 95330

Contract Amount: \$230,307.00

ATTACHMENT C

**W-9 Request for Taxpayer
Identification Number and Certification**

Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

SEE ATTACHED

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. FLEMING ENVIRONMENTAL INC.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 1372 E VALENCIA DR.	Requester's name and address (optional)	
	6 City, state, and ZIP code FULLERTON, CA 92831		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table>												
or												
Employer identification number												

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>9-21-15</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ATTACHMENT D

EQUAL BENEFITS ORDINANCE (EBO) FORM

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

The EBO is applicable to the following employers:

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

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

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

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

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO,

the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

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

Printed Name: Terry L. Fleming, Jr. Title: President

Signature:  Date: 9/21/15

Business Entity Name: Fleming Environmental Inc.

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Fleming Environmental Inc Federal Tax ID No. [REDACTED]
Address: 1372 E Valencia Drive
City: Fullerton State: CA ZIP: 92831
Contact Person: Terry L. Fleming, Telephone: (714)871-2800
Email: t Fleming@flemingenvironm Fax: (714)871-2801
ental.com

Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

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

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

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)
_____ Yes _____ No


Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

Executed this 21st day of September, 2015, at Fullerton, CA

Name Terry L. Fleming, Jr. Signature 

Title President Federal Tax ID No. 

ATTACHMENT E
INSURANCE REQUIREMENT



City of Long Beach
Purchasing Division
333 w. Ocean Blvd 7th Floor
Long Beach, CA 90802

INSURANCE REQUIREMENTS

INSURANCE: As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at Contractor's expense the following insurance, for the duration of this Contract and any extensions or renewals thereof, from insurance companies that are admitted to write insurance in the State of California or from nonadmitted insurance companies that are on the California List of Eligible Surplus Lines Insurers (LESLI) and that have ratings of or equivalent to A:VIII by A.M. Best Company:

a) Commercial general liability (equivalent in scope to ISO form CG 00 01 11 85 or 11 88) in an amount not less than Five Million Dollars (\$5,000,000) per occurrence and in aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, cross liability protection, sudden and accidental pollution and cleanup liability, and products and completed operations liability. The City of Long Beach, its officials, employees, and agents shall be named as additional insureds by endorsement equivalent in scope to ISO form CG 20 10 11 85) and this insurance shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents and shall be primary and not contributing to any other insurance or self-insurance maintained by City, its officials, employees, and agents.

(b) Contractor's Pollution Liability insurance in an amount not less than Five Million Dollars (\$5,000,000) per claim. Such insurance shall include but shall not be limited to cross liability protection and any coverage required to meet all state and Federal requirements relating to the removal, transfer, use or other activity involving hazardous or contaminated materials. The City of Long Beach, its officials, employees, and agents shall be named as additional insureds by endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85, and this insurance shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents and shall be primary and not contributing to any other insurance or self-insurance maintained by City, its officials, employees, and agents and shall contain cross liability protection.

(c) Commercial automobile liability (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto), in an amount not less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage. Such coverage shall include but shall not be limited to sudden and accidental pollution and cleanup liability and any coverage or limits required to meet all state and Federal requirements relating to the transfer of hazardous or contaminated materials in excess of the requirements herein. The City of Long Beach, its officials, employees and agents shall be named as additional insureds by endorsement, and this insurance shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents.

(d) Workers' compensation as required by the Labor Code of the State of California and employer's liability insurance in an amount not less than One Million Dollars (US \$1,000,000) per accident. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City, its officials, employees, and agents.

Any self-insurance program, self-insured retention, or deductible must be approved separately in writing by City's Risk Manager or designee and shall protect the City and their officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions.



City of Long Beach
Purchasing Division
333 w. Ocean Blvd 7th Floor
Long Beach, CA 90802

Any contractors or subcontractors which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this Section and indemnify the City in compliance with the provisions of this Contract unless otherwise agreed in writing by City's Risk Manager or designee.

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City.

Prior to the start of performance under this Contract, Contractor shall deliver to City certificates of insurance and required endorsements evidencing the insurance coverage required by this Contract for approval as to sufficiency and form, including any insurance required of Contractor's contractors or subcontractors. The certificates and endorsements shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. In addition, Contractor shall, at least thirty (30) days prior to expiration of such policies, furnish City with certificates of insurance and endorsements evidencing renewal of the above required insurance. City reserves the right to require complete certified copies of all policies of the Contractor or any of the Contractor's contractors or subcontractors at any time.

Contractor agrees to make available to City all books, records and other information relating to the insurance coverage required by this Contract during normal business hours.

The insurance required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Contract.

City makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Contractor's liability or obligations under this Agreement.

Not more frequently than every year, if in the opinion of City's Risk Manager or designee, the amount, scope, or types of coverages specified herein are not adequate, Contractor shall amend its insurance as required by City's Risk Manager or designee.

Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the City's Risk Manager or designee. By submitting a signature below, Bidder promises that insurance requirements can be provided as requested.

Printed Name: Terry L. Fleming, Jr.

Title: President

Signature: _____

Date: September 21, 2015

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with PRODUCER (BB&T Insurance Services) and INSURED (Fleming Environmental Inc.) information, along with CONTACT NAME (Kay Vongsoury) and INSURER(S) AFFORDING COVERAGE (Starr Indemnity & Liability Co, American States Insurance Co, etc.).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table listing coverages A through D, including Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Rented/Leased Equipment, with columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Coverage

Table with CERTIFICATE HOLDER and CANCELLATION sections, including Evidence of Coverage and SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF...



State Of California

CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **746017**

Entity **CORP**

Business Name **FLEMING ENVIRONMENTAL
INCORPORATED**

Classification(s) **A HAZ B**

Expiration Date **02/29/2016**

www.cslb.ca.gov



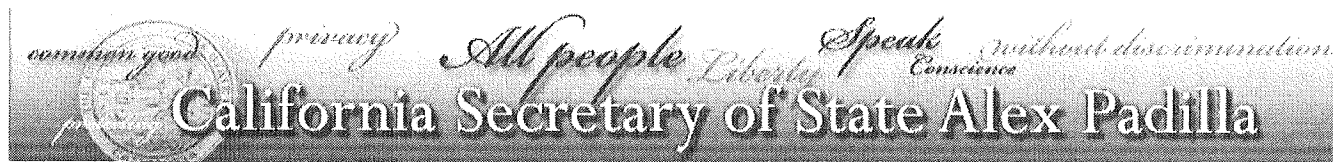
ATTACHMENT F

SECRETARY OF STATE CERTIFICATION PRINTOUT

<http://kepler.sos.ca.gov/>

The screenshot shows a web browser window displaying the California Secretary of State's Business Search page. The browser's address bar shows the URL <http://kepler.sos.ca.gov/>. The page features a navigation menu with links for Business Programs, Notary & Authentications, Elections, Campaign & Lobbying, State Archives, and Registries. A sidebar on the left lists various services such as E-File Statements of Information for Corporations, Name Availability, and Information Requests. The main content area is titled "Business Search" and provides instructions on how to use the search tool, including a search type selector (Corporation Name, Limited Liability Company/Limited Partnership Name, Entity Number) and an "Entity Name" search box with a "Search" button. A disclaimer at the bottom states that the tool is for abstracts of information and that the Secretary of State's office is not responsible for any loss or damage resulting from reliance on the information provided.

Please include a printout from this website with your bid.
Individual and Sole Proprietor businesses are exempt.



Secretary of State Main Website **Business Programs** Notary & Authentications Elections Campaign & Lobbying

Business Entities (BE)

- Online Services
- **E-File Statements of Information for Corporations**
- **Business Search**
- **Processing Times**
- **Disclosure Search**

- Main Page**
- Service Options**
- Name Availability**
- Forms, Samples & Fees**
- Statements of Information**
(annual/biennial reports)
- Filing Tips**
- Information Requests**
(certificates, copies & status reports)
- Service of Process**
- FAQs**
- Contact Information**

- Resources
- **Business Resources**
- **Tax Information**
- **Starting A Business**

- Customer Alerts
- **Business Identity Theft**
- **Misleading Business Solicitations**

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, August 25, 2015. Please refer to **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	FLEMING ENVIRONMENTAL INCORPORATED
Entity Number:	C2067853
Date Filed:	01/26/1998
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	1372 E VALENCIA DR
Entity City, State, Zip:	FULLERTON CA 92831
Agent for Service of Process:	TERRY L FLEMING JR
Agent Address:	1372 E VALENCIA DR
Agent City, State, Zip:	FULLERTON CA 92831

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

[Modify Search](#) [New Search](#) [Printer Friendly](#) [Back to Search Results](#)

[Privacy Statement](#) | [Free Document Readers](#)

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ATTACHMENT G

SBE – EXEMPT

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



FLEMING ENVIRONMENTAL INC - #33495

Supplier Profile

Legal Business Name FLEMING ENVIRONMENTAL INC
 Doing Business As FLEMING ENVIRONMENTAL INC
 Address 1372 EAST VALENCIA DR Phone (714) 871-2800
 FULLERTON, CA 92831 FAX (714) 871-2801
 Email pfleming@flemingenvironmental.com
 Business Types Construction
 Service
 Service Areas Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba,
 Keywords GENERAL ENGINEERING HAZARDOUS SUBSTANCE REMOVAL CERTIFICATION PARK PLAYGROUNDS WELL PUMP TANK SHADE FUEL COMPLIANCE TESTING
 Construction License Types A - General Engineering
 B - General Building Contractor
 HAZ - Hazardous Substance Removal Certification
 Classifications 422817 - Disinfecting or presterilization cleaning equipment and solutions
 492415 - Playground equipment
 711017 - Extraction
 761016 - Hazardous material decontamination
 761219 - Hazardous waste disposal
 771115 - Environmental safety services
 771317 - Toxic substances pollution
 811015 - Civil engineering

Active Certifications

TYPE	STATUS	FROM	TO
SB	Approved	Apr 23, 2013	May 31, 2016

Certification History

TYPE	STATUS	FROM	TO
SB	Expired	Apr 20, 2012	Apr 30, 2013
SB	Expired	Apr 8, 2011	May 31, 2012
SB	Expired	Feb 25, 2010	May 31, 2011
SB	Expired	May 30, 2008	May 31, 2009
SB	Expired	Jun 5, 2006	May 31, 2008
SB	Expired	Jun 19, 2003	May 31, 2006

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

PROGRAM PROCEDURES AND GOALS

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

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

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

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

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

ATTACHMENT H

SITE EXAM CERTIFICATION FORM

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

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

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

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

Date of Site Examination Company

Michael Gillett Printed
Name of Company Representative


Signature of Representative

September 11, 2015
Date

ATTACHMENT I

PROJECT LABOR AGREEMENT (PLA)

PROJECT LABOR AGREEMENT

BY AND BETWEEN

THE CITY OF LONG BEACH

AND

LOS ANGELES/ORANGE COUNTIES

BUILDING AND CONSTRUCTION TRADES COUNCIL

AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

33859

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CITY OF LONG BEACH
PROJECT LABOR AGREEMENT

This Project Labor Agreement ("Agreement") is entered into effective as of May 22, 2015, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on April 7, 2015, by and between the City of Long Beach, a municipal corporation ("City"), the Los Angeles/Orange Counties Building and Construction Trades Council ("Trades Council"), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the "Union" or "Unions"). This Agreement establishes the labor relations policies and procedures for the City, the Contractors awarded contracts for Project Work and for the crafts persons employed by the Contractors and represented by the Unions engaged in the Project Work as more fully described below. The City, Trades Council and Unions are hereinafter referred to herein, as the context may require, as "Party" or "Parties."

It is understood by the Parties to this Agreement that for the duration of this Agreement, it shall be the policy of the City for all Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as "**Attachment A**"), and to require each of its subcontractors, of whatever tier, to become bound. The City shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the City.

It is further understood that the City shall actively administer and enforce the obligations of this Agreement to ensure that the benefits envisioned from it flow to all signatory Parties, the Contractors and crafts persons working under it, and the residents of the City. The City shall therefore designate a "PLA Administrator," either from its own staff or an independent contractor, to serve as the City's liaison for Contractors and other persons; monitor compliance with this Agreement; assist, as the authorized representative of the City, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer this Agreement. For such purposes, each Contractor recognizes the PLA Administrator, its successors or assigns, as its agent; and together with City and the Unions, the PLA Administrator shall be considered a "negotiating party" of this Agreement.

ARTICLE 1
DEFINITIONS

Section 1.1 "Agreement" or "PLA" means this Project Labor Agreement.

Section 1.2 "Apprentice" means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.3 "Construction Contract" or "Construction Contracts" means any contract entered into by the City, as more fully described in Article 2.

Section 1.4 "Contractor" means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the City or any of its contractors or any of the City's or contractor's subcontractors of any tier, with respect to the construction of any part of a Project under contract terms and conditions approved by the City and which incorporate this Agreement.

Section 1.5 "City" means the City of Long Beach.

Section 1.6 "Joint Labor/Management Apprenticeship Program" means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.7 "Letter of Assent" means the document that each Contractor (of any tier) must sign and submit to the City before beginning any Project Work, which formally binds such Contractor(s) to adherence to all the forms, requirements and conditions of this Agreement in the form attached hereto as "Attachment A."

Section 1.8 "Project", "Project Work" or "City Project" means the demolition and construction work to be performed on City property or within easements secured by the City consisting of the construction of public works, pursuant to a Construction Contract entered into by the City, as more fully described in Article 2.

Section 1.9 "Schedule A Agreements" means the local collective bargaining agreements (Master Labor Agreements) of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

Section 1.10 "Subscription Agreement" means the contract between a Contractor and a Union's Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of Schedule A.

Section 1.11 The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only, and carry no legal significance.

ARTICLE 2 SCOPE OF THE AGREEMENT

Section 2.1 General This Agreement shall apply and is limited to all of the City's Project Work, as specified in Section 2.2 of this Article, performed by those Contractor(s) of whatever tier that have contracts awarded for such work, for the development of the City's facilities which, jointly, constitute the Project, and have been designated by the City for construction or rehabilitation.

Section 2.2 Specific

(a) The work covered by this Agreement shall be limited to any and all demolition, construction and rehabilitation work pursuant to prime multi-trade and specialty contracts and all subcontracts, of whatever tier, that flow from these contracts entered into by the City (excluding City Charter-commissioned departments) that exceed five hundred thousand dollars (\$500,000), and is not intended to, and shall not apply to any work performed at any time prior to the effective date, or after the expiration or termination of this Agreement, except as provided herein, or on other City projects. This Agreement shall in no way limit the City's right to terminate, modify or rescind any construction contract and/or any related subcontract or agreement. Should the City remove or terminate any contract or agreement for construction that does not fall within the scope of this Agreement and thereafter authorize that work be commenced on any contract for such construction, the contract for construction may, at the sole election of the City, be performed under the terms of this Agreement.

Section 2.3 Bundling of Contracts

(a) The City, in its sole discretion, may seek to group (or "bundle") for bidding, contracts not meeting the threshold of Section 2.2 above. (Small contracts for like types of work, scheduled to be undertaken at the same facility or on the same project site, and within the same timeframe, will be considered for such bundling, consistent with economies of scale, and the purposes of this Agreement); and

(b) Project Work will not be intentionally split, divided or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 2.4 Applicability The Parties agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

Section 2.5 Exclusions Items specifically excluded from the scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to: superintendents; teachers; supervisors (except those covered by Schedule A Agreements above the level of general foreman); staff engineers; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, executive, administrative, supervisory and management employees;

(b) Equipment and machinery owned or controlled and operated by the City;

(c) All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing

(prefabrication) sites, dedicated solely to the Project, and the movement of materials or goods between such locations and a Project site are within the scope of this Agreement;

(d) All work performed by City employees, the PLA Administrator, design teams (including, but not limited to architects engineers and master planners), or any other consultants for the City (including, but not limited to, project managers and construction managers and their employees were not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) not employed by the City are a covered craft under the PLA. (This inclusion applies to the scope of work defined in the State of California Wage Determination for said Craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the Wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement of a construction contract shall be bound to all applicable requirements of the PLA.) Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

(e) Any work performed near, or leading to a site of work covered by this Agreement and undertaken by state, county or other governmental bodies, or their Contractors; or by public utilities (including but not limited to Long Beach Water, Southern California Edison, any solar energy provider, etc.), or their Contractors; and/or by adjacent third party landowners; and/or by the City or its Contractors (for work which is not within the scope of this Agreement);

(f) Maintenance of leased equipment and on-site supervision of such work;

(g) Work by employees of a manufacturer or vendor supervising the work of Craft employees under this Agreement, necessary to maintain such manufacturer's or vendor's warranties or guaranty;

(h) Non-construction support services contracted by the City, City consultants, the PLA Administrator, or Contractor in connection with a Project;

(i) Laboratory work for testing;

(j) All work by employees of the City or its contractors involving services, operation and/or general maintenance and/or repair and/or cleaning work;

(k) All work performed in the public right-of-way including, but not limited to streets, gutters, sidewalks, utilities, street lights, traffic signs, storm drains, street medians, public art, except for traffic signals and work performed by Long Beach Gas and Oil including, but not limited to gas pipeline work;

(l) All work pursuant to "as-needed" contracts with the City, including but not limited to individual projects performed under job order contracts (JOCs) that are below the

dollar threshold specified in Section 2.2(a), notwithstanding a total not-to-exceed amount on a JOC above such dollar threshold; and

(m) All transportation of goods and materials to and from the project site. Except in those instances where it is necessary to setup a work area adjacent to the project site, then the transportation of goods and materials from the ancillary site to the project site will be covered under the PLA.

Section 2.6 Awarding of Contracts

(a) The City and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on Project Work to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is ready, willing, and able to execute and comply with this Agreement should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent set forth in "**Attachment A**" hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance of the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the PLA Administrator and to the Trades Council before the commencement of Project Work.

(c) The City agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the City shall retain the absolute right to select the lowest reliable and responsible bidder for the award of contracts on all projects.

Section 2.7 Coverage Exception

(a) This Agreement shall not apply if the City receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the City not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations. The City agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

(b) In case of conflict other than those stated in Section 2.7(a), where particular provisions of this Agreement would be prohibited by Federal or State law, or where the application of this Agreement would violate or be inconsistent with the terms, conditions or contingencies of a grant or a contract with an agency of the United States or the State of California, then the PLA Administrator shall adapt requirements of this Agreement into a set of contract provisions that advance the purposes of this Agreement to the maximum extent feasible without conflicting with Federal or State law or with terms, conditions or contingencies of the State or Federal grant or contract in question. The City shall include this set of contract provisions in the public works or improvement contract with regard to the project or portions of the project for which this Agreement would conflict with Federal or State requirements.

(c) Should City partner with another public agency wherein City and such other public agency jointly fund or construct a Project which would otherwise be considered a "Covered Project" under the terms of this Agreement, the Unions agree to meet and discuss the application of the terms and conditions of this Agreement to such other Project with such other public agency. In the event the public agency partner does not agree to be bound by the terms of this Agreement, the said project shall be exempt from this Agreement.

(d) The Parties or the Trades Council, together and/or separately, shall not be precluded from entering into other project labor agreements, that are separate and apart from this Agreement, for specific City projects including but not limited to future projects for the new Long Beach Civic Center and/or Belmont Plaza Pool, which may supersede and override this Agreement in its entirety.

Section 2.8 Schedule A's

(a) The provisions of this Agreement, including the Schedule A's (which are the local Master Labor Agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference), shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a Schedule A and not covered by this Agreement, the provisions of the Schedule A shall prevail. Any dispute as to the applicable source between this Agreement and any Schedule A for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

(b) It is understood that this Agreement, together with the referenced Schedule A's, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Participation or Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the documents described herein, with the appropriate Craft Union prior to the subcontractor beginning work on covered Projects.

Section 2.9 Workers' Compensation Carve-out The Parties recognize the potential which the Project Work may provide for the implementation of a cost effective workers' compensation system, as permitted by revised California Labor Code Section 3201.5, and it is understood that the City is in an ongoing review of the value of such a program. Should the City request, the Union parties agree to meet and negotiate in good faith with representatives of the City for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the California Labor Code.

Section 2.10 Binding Signatories Only This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party not performing Project Work.

Section 2.11 Other City Work This Agreement shall be limited to the construction work within the scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by City employees or contracted for by the City for its own account, on its property or in and around a Project site.

Section 2.12 Separate Liability It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City or PLA Administrator and/or any Contractor.

Section 2.13 Completed Project Work As areas of covered work are accepted by the City, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the City or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the City.

Section 2.14 Progress Reports City staff will provide annual reports to the City Council detailing the progress made in meeting the stated goals of this Agreement.

ARTICLE 3
UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition The Contractor recognizes the Trades Council and the Unions as the sole and exclusive bargaining representative for the employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of all craft labor employed on the Projects. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined below.

Section 3.2 Contractor Selection of Employees The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 3.3 and Section 4.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Section 6.6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures

(a) For signatory Unions now having a job referral system contained in a Schedule A, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of City residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with the PLA Administrator and others designated by the City, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the City, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the City.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on a covered Project to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status or disability. Further, it is recognized that the City has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere with local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the City's policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers for Project Work.

Section 3.5 Employment of City Residents

(a) The Unions and Employers agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft "Local Residents" as defined herein, to fulfill the requirements of the Employers. In recognition of the fact that the City and the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas. Towards that end, the Unions shall exert their best efforts to encourage and provide referrals and utilization of qualified workers residing in those first tier zip codes which include all of the City of Long Beach, as set forth in "**Attachment B**" attached hereto. If the Unions cannot provide the Employers in the attainment of a sufficient number of Local Residents from within the first tier zip codes, the Unions shall exert their best efforts to then recruit and identify for referral Local Residents residing in second tier zip codes which reflect the Gateway Cities, as set forth in "**Attachment B**" attached hereto. If the Unions still have not provided the Employers in the attainment of a sufficient number of Local Residents, the Unions shall then exert their best efforts to recruit and identify for referral Local Residents residing within Orange and Los Angeles counties.

(1) Where Project Work is funded in full or in part by State of California Tideland funds, the term Local Resident, as used in this section, shall mean an individual whose primary place of residence is within the Counties of Los Angeles or Orange.

(b) A goal of 40% of the total work hours shall be from workers residing within the areas described in (a) above.

(c) The City is in the process of establishing referral mechanisms to ensure the recruitment, training and placement of disadvantaged residents and veterans into apprentice programs, with a goal of 10% of such disadvantaged residents and veterans being placed from such programs. "Disadvantaged Worker" means an individual whose income as an unrelated

individual or whose family income is below seventy percent (70%) of the Lower Living Standard Income Level as determined and published by the United States Department of Labor applicable to the area in which the individual resides, and as verified by the Pacific Gateway Workforce Investment Network. The Unions and Contractors agree to work with the PLA Administrator and use their best efforts to integrate such mechanisms for acceptance and entry into their apprenticeship programs.

(d) The Trades Council agrees to support the operation of pre-apprentice referral programs in Long Beach. Further, the Unions agree to place on their referral roles or in their apprentice training programs, as appropriate and needed, qualified persons sent to them by designated City organizations or other organizations working with the City to increase construction industry work opportunities for City residents. This shall include, but not limited to, those individuals who have successfully completed the City's Construction Apprenticeship Program (CAP), the Long Beach Unified School District's Architecture, Construction and Engineering Academy (ACE), or the construction trades pre-apprenticeship training program and construction courses sponsored by Long Beach City College, such individuals, however, must meet the qualifications and minimum requirements for the respective craft Union, or their respective apprentice or training programs, in order to be placed on the referral roles or placed into such apprenticeship or training programs. Such placement is subject to the individuals compliance with Section 3.11, below.

Section 3.6 Requirements on Contractors

(a) To facilitate the dispatch of local residents, disadvantaged workers and veterans, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Covered Project, a sample of which is attached as "**Attachment C.**" When local residents, disadvantaged workers and veterans are requested by the Employers, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.

(b) On construction contracts that exceed ten million dollars (\$10,000,000), the prime contractor shall be required to hire a "Jobs Coordinator" who shall provide additional outreach efforts in connecting Long Beach residents with job opportunities. The term Jobs Coordinator means the Contractor's designated person, agent or agency that will facilitate the local hire referral process with the City, Unions and other referral organization.

Section 3.7 Helmets to Hardhats The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be

the responsibility of each qualified applicant to provide the Unions with proof of his/her status as an Eligible Veteran.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

Section 3.8 Core Employees

(a) Except as otherwise provided in separate collective bargaining agreement(s) to which the Contractor is signatory, Contractors may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to employees not currently working under a current Schedule A Agreement and is not intended to limit the transfer provisions of the Schedule A Agreement of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

(b) The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who possess any license required by state or federal law for the Project Work to be performed; who have the ability to safely perform the basic functions of the applicable trade and who have been residing within the first or second tier zip codes described in Section 3.5(a) for the one hundred (100) working days immediately prior to the award of Project Work to the Contractor.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the PLA Administrator and the Trades Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address and such other documentation) evidencing the core employee's qualification as a core employee to the PLA Administrator and the Trades Council.

(d) The provisions of this Section 3.8 shall only apply to employees who are not working under the terms of a Schedule A Agreement at the time of their transfer to work covered under this Agreement and is not intended to limit the transfer provisions of the Schedule A Agreements of any of the Unions signatory hereto.

Section 3.9 Time for Referral If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services, and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any, before commencing work.

Section 3.10 Lack of Referral Procedure If a signatory Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

Section 3.11 Union Membership No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the Union security provisions of the applicable Schedule A for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of the applicable monthly and working dues only, as uniformly required of all craft employees while working on the Project and represented by the applicable signatory Union.

Section 3.12 Individual Seniority Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's Schedule A as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.13 Foremen The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

Section 3.14 Out of State Workers In determining compliance with the targeted hiring goals of Section 3.5 above, hours of Project Work performed by residents of states other than California will be excluded from the calculation.

ARTICLE 4 UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

Section 4.2 Stewards

(a) Each signatory Union shall have the right to dispatch a working journeyman as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Schedule A, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

Section 4.4 Employees on Non-Project Work On work where the personnel of the City may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the City personnel, or with personnel employed by the any other employer not a Party to this Agreement.

ARTICLE 5
WAGES AND BENEFITS

Section 5.1 Wages All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established

pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. This Agreement does not relieve Contractors from any independent contractual or other obligation they may have to pay wages in excess of the prevailing wage rate as required.

Section 5.2 Benefits

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Schedule A and make all employee-authorized deductions in the amounts designated in the appropriate Schedule A, however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding Section 2.8(a), Contractors directly signatory to one or more of the Schedule A Agreements are required to make all contributions set forth in those Schedule A Agreements without reference to the foregoing. Bona fide jointly-trusted benefit plans or authorized employee deduction programs established or negotiated under the applicable Schedule A or by the Parties to this Agreement during the life of this Agreement may be added.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and subcontractor is required to certify to the PLA Administrator that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the PLA Administrator, the PLA Administrator shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the City or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

ARTICLE 6 HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 6.1 Hours of Work Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (½) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the Parties.

Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday standard work schedule.

Section 6.2 Place of Work Employees shall be at their place of work (as designated by the Contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or tool box or equipment at the employee's assigned work location or the place where the foreman gives instructions. The Parties reaffirm their policy of a fair day's work for a fair day's wage. Except as indicated in Section 6.6, there shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 6.3 Overtime Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

Section 6.4 Shifts and Alternate Work Schedules

(a) Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor upon three (3) days' prior notice to the affected Union(s), unless a shorter notice period is provided for in the applicable Schedule A. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period, for eight (8) hours pay. The last shift shall start on or before 6:00 p.m. The first shift starting at or after 6:00 a.m. is designated as the first shift, with the second shift following.

(b) Contractors, the Trades Council and the Union recognize the economic impact upon the City and City residents of the Project being undertaken by the City and agree that all Parties to this Agreement desire and intend Project Work to be undertaken in a cost efficient and effective manner to the highest standard of quality and craftsmanship. Recognizing the economic conditions, the Parties agree that, except to the extent permitted by law, employees performing Project Work shall not be entitled to any differentials or additional pay based upon the shift or work schedule of the employees. Instead, all employees working on Project Work shall be paid at the same base rate regardless of shift or work schedule worked.

(c) Because of operational necessities, the second shift may, at the City's direction, be scheduled without the preceding shift having been worked. It is recognized that the City's operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or when specified in the City's bid specification, the Contractor shall give affected Union(s) at least three (3) days' notice of such schedule changes.

Section 6.5 Holidays Recognized holidays on this Project shall be those set forth and governed by the prevailing wage determination(s) applicable to this Project

Section 6.6 Show-up Pay

(a) Except as otherwise required by State law, Employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Employees who are directed to start work shall receive four (4) hours of pay at the regular straight time hourly rate. Employees who work beyond four (4) hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the Project Site and available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractor(s) or his/her designated representative. Each employee shall furnish his/her Contractor with his/her current address and telephone number, and shall promptly report any changes to the Contractor.

(b) An employee called out to work outside of his/her shift shall receive a minimum of two (2) hours pay at the appropriate rate. This does not apply to time worked as an extension of (before or after) the employee's normal shift.

(c) When an employee leaves the job or work location of his/her own volition, or is discharged for cause or is not working as a result of the Contractor's invocation of Article XII, Section 12.3, the employee shall only be paid for actual time worked.

Section 6.7 Meal Periods The Contractor will schedule a meal period of no more than one-half hour duration at the work location at approximately mid-point of the schedule shift; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. An employee may be required to work through his meal period because of an emergency or a threat to life or property, or for such other reasons as are in the applicable Schedule A, and if he is so required, he shall be compensated in the manner established in the applicable Schedule A.

Section 6.8 Make-up Days To the extent permitted by the applicable general wage determination, when an employee has been prevented from working for reasons beyond the control of the employer, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive eight (8) hours pay at the straight time rate of pay or any premium rate required for such hours under the state prevailing wage law.

ARTICLE 7
WORK STOPPAGES AND LOCK-OUTS

Section 7.1 No Work Stoppages or Disruptive Activity The Trades Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the City or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor

practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Trades Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Trades Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 7.2 Employee Violations The Contractor may discharge any employee violating Section 7.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 7.3 Standing to Enforce The City, the PLA Administrator, or any Contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein.

Section 7.4 Expiration of Schedule A's If the Schedule A Agreement, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 7.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(a) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new Schedule A Agreement, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked

on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

(c) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (a) above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (b) above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option (b).

Section 7.5 No Lockouts Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the City's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 7.6 Best Efforts to End Violations

(a) If a Contractor contends that there is any violation of this Article or Section 8.3, it shall notify, in writing, the Executive Secretary of the Trades Council, the Senior Executive of the involved Union(s) and the PLA Administrator. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the PLA Administrator, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 7.8. The PLA Administrator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 7.7 Withholding of services for failure to pay wages and fringe benefits

Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) fails to timely pay its weekly payroll; or

(b) fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable Schedule A Agreements. Prior to withholding its members services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless

a lesser period of time is provided in the Union's Schedule A Agreement, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the City. Union will meet within the ten (10) day period to attempt to resolve the dispute.

(c) Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 7.8 Expedited Enforcement Procedure Any party, including the City, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this Article, or the PLA Administrator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 7.1 or 7.5, above, or Section 8.3 is alleged.

(a) The Party invoking this procedure shall notify the person named in "**Attachment D**", who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, as set forth under section 10.2, Step 3 (a), in that order on an alternating basis. Expenses incurred in arbitration shall be borne equally by the Parties involved in the arbitration and the decision of the arbitrator shall be final and binding on the Parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Trades Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 7.6, as above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 7.1 or 7.5, above, or Section 8.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, (except for damages as set forth in 7.8 below) which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the

Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 7.7(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

ARTICLE 8

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 Assignment of Work The assignment of Project Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 8.2 The Plan All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

(a) If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 8.3 No Work Disruption Over Jurisdiction All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.4 Pre-Job Conferences As provided in Article 16, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Trades Council and the PLA Administrator shall be advised in advance of all such conferences and may participate if they wish.

Section 8.5 Resolution of Jurisdictional Disputes If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 7 above.

ARTICLE 9 MANAGEMENT RIGHTS

Section 9.1 Contractor and City Rights The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Project Work without any limitations unless expressly limited by a specific provision of this Agreement. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize, in accordance with City approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Schedule A(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2 Specific City Rights In addition to the following and other rights of the City enumerated in this Agreement, the City expressly reserves its management rights and all the rights conferred on it by law. The City's rights (and those of the Contract Administrator on its behalf) include but are not limited to the right to:

(a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;

(b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;

(c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City's Facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the PLA Administrator, and the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provision of Article 6, Section 6.6);

(d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(e) Investigate and process complaints, through the PLA Administrator, in the matter set forth in Articles 7 and 10.

Section 9.3 Use of Materials There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The City and the PLA Administrator shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 9.4 Special Equipment, Warranties and Guaranties

(a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated pre-piped and/or

pre-wired and that it be installed under the supervision and direction of the City's and/or manufacturer's personnel. The Unions agree to install such equipment without incident.

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

Section 9.5 No Less Favorable Treatment The Parties expressly agree that Project Work will not receive less favorable treatment than that on any other project which the Unions, Contractors and employees work.

ARTICLE 10 SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Trades Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the PLA Administrator, together with the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The PLA Administrator, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

(c) The PLA Administrator shall oversee the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 10.2 Processing Grievances Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the Schedule A's, but not jurisdictional disputes or alleged violations of Section 7.1 and 7.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1 above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, and the labor relations representative of the PLA Administrator, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the PLA Administrator (with copy (ies) to the other Party (ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list in "**Attachment D**" attached hereto, on a rotational basis in the order listed. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues

presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 10.3 Limit on Use of Procedures The procedures contained in this Article shall not be applicable to any alleged violation of Articles 7 or 8, with a single exception that any employee discharged for violation of Section 7.2, or Section 8.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 10.4 Notice The PLA Administrator (and the City, in the case of any grievance regarding the Scope of this Agreement), shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the PLA Administrator shall, upon its own request, be permitted to participate fully as a party in all proceedings at such steps.

ARTICLE 11 REGULATORY COMPLIANCE

Section 11.1 Compliance with All Laws The Trades Council and all Unions, Contractors, subcontractors and their employees shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the City, the PLA Administrator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 11.2 Prevailing Wage Compliance All Contractors shall comply with the state laws and regulation on prevailing wages. Compliance with this obligation may be enforced by the appropriate parties through Article 10 above, or by pursuing the remedies available under state law through the Labor Commissioner or the Department of Industrial Relations.

Section 11.3 Violations of Law Should there be a finding by a Court or administrative tribunal of competent jurisdiction that a Contractor has violated federal and/or state law or regulation, the City, upon notice to the Contractor that it or its subcontractors is in such violation (including any finding of non-compliance with the California prevailing wage obligations as enforced pursuant to DIR regulations), the City, and in the absence of the Contractor or subcontractor remedying such violation, may take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work.

ARTICLE 12
SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 Safety

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the City or the Contractor, whichever is most restrictive shall apply. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the City.

(b) Employees shall be bound by the safety, security and visitor rules established by the Contractor and/or the City. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.

(c) The Contractor shall comply with all of the requirements of the Pipeline and Hazardous Materials Safety Administration Drug and Alcohol Testing Regulations, 49 CFR Part 199, for pipeline operators, the Federal Highway Administration Drug and Alcohol Testing Regulations, 49 CFR Part 382, for drivers of commercial motor vehicles and the Procedures for Transportation Workplace Drug and Alcohol Testing Programs, 49 CFR Part 40. It is the responsibility of the Contractor to be familiar with the requirements of these regulations.

(d) Prior to the start of work, the Contractor shall provide adequate documentation to substantiate full compliance with these regulations. This documentation shall include, but not be limited to; a current copy of the Contractor's written Drug and Alcohol testing policy indicating:

1. Type of tests (pre-employment, preventative, post-accident, etc.) and details of the testing procedures employed;
2. Name of the Medical Review Officer and Substance Abuse Professional and an outline of their responsibilities;
3. Name of the testing laboratory and proof of National Institute on Drug Abuse (N.I.D.A.) certification by the U.S. Department of Health and Human Services; and Collection agency name.

The City, in its sole discretion, will determine whether the policy submitted is compliant with the applicable regulations. The City reserves the right to reject any contractor or subcontractor that does not meet the above applicable Drug and Alcohol Testing Program regulations.

Ten (10) days prior to start of construction, the Contractor shall submit to the applicable City Project Engineer a copy of the summary of results of the previous 3 month's drugs tests. This summary should include only the total number of persons tested each month and the number of positive and negative test results for each month. The names of those persons tested shall not be included in the summary report. The City reserves the right, in accordance with the

provisions of 49 CRF Part 199, to inspect the Contractor's program records, upon request.

Section 12.2 Suspension of Work for Safety A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.

Section 12.3 Water and Sanitary Facilities The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

ARTICLE 13 TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowances, zone rates and parking reimbursements shall be paid in accordance with the applicable Schedule A Agreement unless superseded by the applicable prevailing wage determination.

ARTICLE 14 APPRENTICES

Section 14.1 Importance of Training The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The City and the Trades Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 14.2 Use of Apprentices

(a) Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force (calculated by hours worked) at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the PLA Administrator will work with the Trades Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

(d) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Trades Council.

Section 14.3 Joint Subcommittee on Training and Apprenticeship To carry out the intent and purposes of this Article, a subcommittee of the Labor Management Committee established pursuant to Article 17 may be established, jointly chaired by a designee of the City and a designee of the Trades Council, to oversee the identification and/or effective development of procedures and programs leading to the full utilization of apprenticeship programs, and to work with representatives of each signatory craft's joint apprenticeship committee ("CJAC") and representatives of the City's technical schools to establish appropriate criteria for recognition by such CJAC's of the educational and work experience possessed by City students and graduates toward qualifying for entry or advanced level in the apprenticeship programs under the direction under such CJAC's. The Subcommittee will meet as necessary at the call of the joint chairs to promptly facilitate its purposes in an expeditious manner as soon as this Agreement becomes effective. In addition to the joint chairs, the membership of the committee will consist of at least three representatives of the signatory local Unions and three representatives of Contractors signatory to this Agreement and experienced in overseeing and participating in joint labor management apprenticeship programs (or organizations to which the Contractors belong).

ARTICLE 15 WORKING CONDITIONS

Section 15.1 Meal and Rest Periods There will be no non-working times established during working hours except as may be required by applicable state law or regulations. Meal periods and Rest periods shall be as provided for in Wage Order 16. Individual coffee containers

will be permitted at the employees' work location; however, there will be no organized coffee breaks.

Section 15.2 Work Rules The City, the PLA Administrator, and/or relevant Contractor shall establish such reasonable work rules as they deem appropriate and not inconsistent with this Agreement. These rules will be posted at the work sites by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by employees may be grounds for discipline up to and including discharge.

Section 15.3 Emergency Use of Tools and Equipment There should be no restrictions on the emergency use of any tools by any qualified employee or supervisor, or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or equipment involved and is compliance with applicable governmental rules and regulations.

Section 15.4 Access Restrictions for Cars Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be limited to certain roads and/or parking areas.

ARTICLE 16 PRE-JOB CONFERENCES

Section 16.1 Each Primary Contractor which is awarded a Construction Contract by the City for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) prior to commencing work. All Contractors who have been awarded contracts by the Primary Contractor shall attend the Pre-Job conference. The Trades Council and the PLA Administrator shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Primary Contractor and all Contractors at the Pre-Job conference in accordance with industry practice. Should there be any formal jurisdictional dispute raised under Article 8, the PLA Administrator shall be promptly notified. Primary Contractor shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project.

ARTICLE 17 LABOR/MANAGEMENT COOPERATION

Section 17.1 Joint Committee The Parties to this Agreement shall establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the City and three (3) representatives selected by the Trades Council to monitor compliance with the terms and conditions of this Agreement and to recommend amendments to this Agreement, with the exception of the dollar threshold specified in Section 2.2(a) and the term of this Agreement under Section 22.1, when doing so would be to the mutual benefit of the Parties. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. A quorum will consist of at least two (2) representatives selected by the City and at least two (2) representatives selected by the Trades Council. For voting purposes, only an equal number of City and Union representatives present may constitute a voting quorum.

Section 17.2 Functions of Joint Committee The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs, to discuss the administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles 7, 8 or 10 shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article. The PLA Administrator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions the Contractors and the City. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The PLA Administrator shall prepare quarterly reports on apprentice utilization and the training and employment of City residents, and a schedule of Project Work and estimated number of craft workers needed. The Committee or an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

Section 17.3 Subcommittees The Committee may form subcommittees to consider and advise the full Committee with regard to safety and health issues affecting the Project and other similar issues affecting the overall Project, including any workers compensation program initiated under this Agreement.

ARTICLE 18 SAVINGS AND SEPARABILITY

Section 18.1 Savings Clause It is not the intention of the City, the PLA Administrator, Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 18.2 Effect of Injunctions or Other Court Orders The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or

construction on the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and the fact on covered Project Work to the maximum extent legally possible.

ARTICLE 19
WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 20
AMENDMENTS AND AMBIGUITY

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto. In the event of any conflict or ambiguity between this Agreement and any Attachment or exhibit, the provisions of this Agreement shall govern.

ARTICLE 21
WORK OPPORTUNITIES PROGRAM

Section 21.1 Work Opportunities The Parties to this Agreement support the development of increased numbers of skilled construction workers from among residents of the City to meet the labor needs of covered projects, specifically and the requirements of the local construction industry, generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for City residents, the primary goals of which shall be to maximize construction work opportunities for City residents. In furtherance of the foregoing, the Unions specifically agree to:

(a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified City residents as journeymen, and apprentices on Project Work and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and

(b) Work cooperatively with the City, to identify, or establish and maintain, effective programs, events and procedures for persons interested in entering the construction industry; and

(c) Assist City residents in contacting the Apprenticeship Training Committee for the crafts and trades they are interested in. The Unions shall assist City residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors; and

- (d) Allow tours of their JAC training facilities, as requested; and
- (e) Provide a contact information list for all Union representatives and Joint Apprenticeship Committee representatives; and
- (f) Support local events and programs designed to recruit and develop adequate numbers of competent workers in the construction industry.

ARTICLE 22
DURATION OF THE AGREEMENT

Section 22.1 Duration

(a) This Agreement shall be effective from the date signed by all Parties and shall remain in effect for an initial period of five (5) years. Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

(b) This Agreement may be extended by written mutual consent of the City and the signatory Unions for such further periods as the Parties shall agree to.

Section 22.2 Turnover and Final Acceptance of Completed Work

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the City by the Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the City or third parties with the approval of the City, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage and repairs or modifications required by its contract(s) with the City.


(b) Notice of each final acceptance received by the Contractor will be provided to the Trades Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Completion is issued by the City or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the City pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the City, will be available from the PLA Administrator.

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


IN WITNESS whereof the Parties have caused this Project Labor Agreement to be executed as of the date and year above stated.

CITY OF LONG BEACH

LOS ANGELES/ORANGE COUNTIES
BUILDING & CONSTRUCTION
TRADES COUNCIL

By: 
Patrick West
City Manager

By: 
Ron Miller
Executive Secretary

APPROVED AS TO FORM
5/22, 2015
CHARLES PARKIN, City Attorney
By: 
LINDA T. VU
DEPUTY CITY ATTORNEY

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Jon Castro

Richard Foster

M. J. [unclear]

Francis D. [unclear]

[unclear]

John [unclear]

Arvilla [unclear]

[unclear]

[unclear]

Art Kessle

Redmont [unclear]

[unclear]

Jack Alvarado

[unclear]

[unclear]

Harry Cook

George M Vasquez Jr

[unclear]

Aluisio [unclear]

[unclear]

[unclear]

[unclear]

PLASTERERS 200

SMART Local 105

Boilermakers # 92

Roofers & Waterproofer Local 36

Insulators #5

Terrazzo local 86

LUNA 1309

T. L. Marble & Terrazzo # 18

VA Plumbers local Union 76

Ironworkers 416

Ironworkers 933

Bricklayers local #4

Cement Masons Local #50

WELLS 18

SCDCL Laborer's

Gemite Workers Local 545

PAT DC 36

F.B. LOCAL 250

Plaster Union # 144

Sprinkler Fitters UA Local 700

SW Regional Council of Carpenters

IBEW 11

Socal PIPE TRADES / DC # LOCAL 345

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

William J. [unclear]
Ronald J. [unclear]
Dan [unclear]

IUOE # 12
IUOE # 12
IUOE Local 12

ATTACHMENT A – LETTER OF ASSENT

To be signed by all contractors awarded work covered by the City of Long Beach Project Labor Agreement prior to commencing work.

[Contractor's Letterhead]
PLA Administrator
City of Long Beach
1234 address
City, state, zip code
Attn: _____

Re: Project Labor Agreement - Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the City of Long Beach Project Labor Agreement effective _____, 2015, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

[Copies of this letter must be submitted to the PLA Administrator and to the Trades Council Consistent with Article 2, Section 2.6 (b).]

ATTACHMENT B

FIRST TIER ZIP CODES (CITY BOUNDARY)

90802	Long Beach
90803	Long Beach
90804	Long Beach
90805	Long Beach
90806	Long Beach
90807	Long Beach
90808	Long Beach
90809	Long Beach
90810	Long Beach
90813	Long Beach
90814	Long Beach
90815	Long Beach
90822	Long Beach

SECOND TIER ZIP CODES (GATEWAY CITIES)

90001	Florence/South Central	90605	Whittier/South Whittier
90022	East Los Angeles	90606	Whittier
90023	East Los Angeles	90638	La Mirada
90040	Commerce	90639	La Mirada
90058	Vernon	90640	Montebello
90201	Bell/Bell Gardens/Cudahy	90650	Norwalk
90220	Compton/Rancho Dominguez	90660	Pico Rivera
90221	Compton/East Rancho Dominguez	90670	Santa Fe Springs
90222	Compton/Rosewood/Willowbrook	90701	Artesia/Cerritos
90240	Downey	90703	Cerritos
90241	Downey	90704	Avalon
90242	Downey	90706	Bellflower
90262	Lynwood	90712	Lakewood
90270	Maywood	90713	Lakewood
90280	South Gate	90715	Lakewood
90601	Whittier	90716	Hawaiian Gardens
90602	Whittier	90723	Paramount
90603	Whittier	90755	Signal Hill
90604	Whittier	91744	Industry

THIRD TIER
(LOS ANGELES AND ORANGE COUNTY RESIDENTS)

ATTACHMENT C

CITY OF LONG BEACH
CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete and fax this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports and keep copies for your records.

The City of Long Beach Project Labor Agreement establishes a goal that 40% of the total work hours shall be from workers residing: first, in those first tier zip codes which include all of the City of Long Beach, as attached hereto, second, in those second tier zip codes which reflect the Gateway Cities, as attached hereto, and third, residing within the Counties of Orange and Los Angeles. Where Project Work is funded in full or in part by State of California Tideland funds, the term Local Resident, as used herein, shall mean an individual whose primary place of residence is within the Counties of Los Angeles or Orange. For Dispatch purposes, employees residing within any of these three (3) areas shall be referred to as Local Residents.

The PLA establishes a further goal that 10% of the total work hours shall be from disadvantaged residents and veterans. "Disadvantaged Worker" means an individual whose income as an unrelated individual or whose family income is below seventy percent (70%) of the Lower Living Standard Income Level as determined and published by the United States Department of Labor applicable to the area in which the individual resides, and as verified by the Pacific Gateway Workforce Investment Network.

TO THE UNION: Please complete the "Union Use Only" section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ Fax# () _____ **Date:** _____
Cc: PLA Administrator
From: Company: _____ Issued By: _____
 Contact Phone :() _____ Contact Fax: () _____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident, Disadvantaged Worker, Veteran, or General Dispatch	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:

Project Name: _____ Site: _____ Address: _____
 Report to: _____ On-site Tel: _____ On-site Fax: _____
Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:
Date worker was dispatched:
Is the worker referred a: (check all that apply)

JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
DISADVANTAGED WORKER OR VETERAN	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

ATTACHEMENT D - ARBITRATORS

- (1) Edna Francis
- (2) Louis Zigman
- (3) Fredric Horowitz
- (4) Sara Adler
- (5) Michael Prihar
- (6) Walt Daugherty
- (7) Michael Rappaport

ATTACHMENT J

LABOR AND MATERIALS BOND FORM

Will be provided if awarded contract

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Fleming Environmental, Inc.

_____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the **CITY OF LONG BEACH, CALIFORNIA**, a municipal corporation, in the sum of Six Hundred Twenty Three Thousand Three Hundred Fourteen Dollars and no cents (\$ 623,314.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents. *\$623,314.00

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

Whereas, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Fuel System Replacement for Site 39-West Police Substation and is required by law and by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal, as Contractor of said contract, or any subcontractor of said Principal, fails to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act, during the original term of said contract and any extension thereof, and during the life of any guaranty required under the contract, or shall fail to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work to be done under any authorized modifications of said contract that may hereafter be made, or for any work or labor done of any kind, or for amounts due under the Unemployment Insurance Act, under said modification, said Surety will pay the same in an amount not exceeding the sum of money hereinabove specified and, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court; otherwise this obligation shall be void.

Provided, that any modifications, alterations, or changes which may be made in said contract, or in any of the work or labor required to be done hereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearance is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in event in an amount of such premature payment.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above named Principal and Surety has executed, or caused to be executed, this instrument with all of the formalities required by law on this 2nd day of November, 2014

Fleming Environmental, Inc.
CONTRACTOR / PRINCIPAL

Fidelity and Deposit Company of Maryland
SURETY, admitted in California

By: _____

By: _____

Name: Terry L. Fleming Jr.

Name: Ted E. Adamson, Attorney-in-Fact

Title: President

Title: Attorney-in-Fact

Telephone: (714) 257-9644

By: _____

Name: Terry L. Fleming Jr.

Title: Secretary

Approved as to form this 10th day
Of November, 2014.

Approved as to sufficiency this 21st day
Of November, 2014.

Charles Parkin, City Attorney

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

By: _____
Senior Deputy

By: _____
City Manager / City Engineer

Assistant City Manager

- Note: 1. Both PRINCIPAL AND SURETY before a Notary Public and a Notary's must acknowledge execution of this bond Certificate of acknowledgment must be attached.
- 2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313 California Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

(To Be Filled in When Surety is a Corporation)

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Ted E. ADAMSON, of Brea, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 5th day of August, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Michael Bond
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 5th day of August, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2nd day of November, 2015.



A handwritten signature in cursive script, reading "Thomas O. McClellan".

Thomas O. McClellan, Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

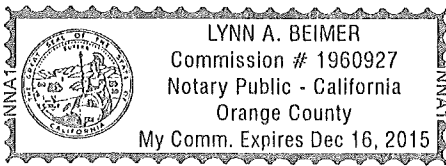
On November 2, 2015 before me, Lynn A. Beimer, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Ted E. Adamson
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Lynn A. Beimer*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

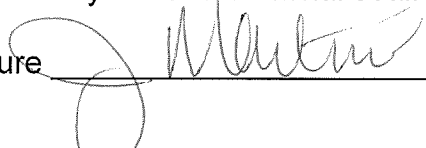
State of California
County of Orange)

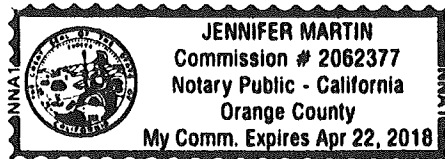
On November 4, 2015 before me, Jennifer Martin, Notary Public
(insert name and title of the officer)

personally appeared Terry L. Fleming Jr.,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



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
- PARTNER(S) TITLE(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

ATTACHMENT K

FAITHFUL PERFORMANCE BOND FORM

Will be provided if awarded contract

BID NO. n/a
BOND NO. 7646989

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: THOSE we,
Fleming Environmental, Inc.

As PRINCIPAL, and Fidelity and Deposit Company of Maryland, Located at 1400 American Lane, Schaumburg, IL 60196, a corporation, incorporated under the laws of the State of Maryland, Admitted as a surety in the State of California and authorized to transact business in the State of California, as

SURETY, are held and firmly bound unto the **CITY OF LONG BEACH, CALIFORNIA**, a municipal corporation, in the sum of Six Hundred Twenty Three Thousand Three Hundred Fourteen Dollars and no cents DOLLARS (\$ 623,314.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Fuel System Replacement for Site 29-West Police Substation, And is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and obligations of said contract on said Principal's part to be kept, done and performed, at all times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work to be done, or in the services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety unless the officer of said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact premature, and the only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 2nd day of November, 20 15.

Fleming Environmental, Inc.
CONTRACTOR / PRINCIPAL

By: [Signature]

Name: Terry L. Fleming Jr.

Title: President

By: [Signature]

Name: Terry L. Fleming Jr.

Title: Secretary

Fidelity and Deposit Company of Maryland
SURETY

By: [Signature]

Name: Ted E. Adamson, Attorney-in-Fact

Title: Attorney-in-Fact

Telephone: (714) 257-9644

Approved as to form this 10th day of Nov, 20 15

Charles Parkin, City Attorney

By: [Signature]
Deputy

approved as to sufficiency this 21st day of November, 20 15

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

By: [Signature]
City Manager / City Engineer
Assistant City Manager

Note: 1. Both PRINCIPAL AND SURETY before a Notary Public and a Notary's certificate must acknowledge execution of this bond Certificate of Acknowledgment must be attached.

2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corporate Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Ted E. ADAMSON, of Brea, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 5th day of August, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*

*Secretary
Eric D. Barnes*

Michael Bond

*Vice President
Michael Bond*

State of Maryland
County of Baltimore

On this 5th day of August, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2nd day of November, 2015.



A handwritten signature in cursive script, appearing to read "Thomas O. McClellan".

Thomas O. McClellan, Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

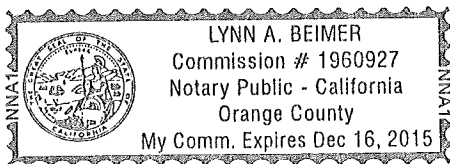
On November 2, 2015 before me, Lynn A. Beimer, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Ted E. Adamson
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Lynn A. Beimer*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

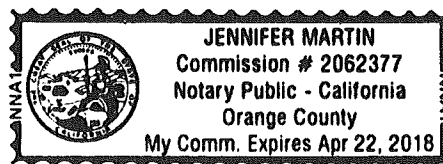
On November 4, 2015 before me, Jennifer Martin, Notary Public
(insert name and title of the officer)

personally appeared Terry L. Fleming Jr.,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Signature J. Martin (Seal)



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
 CORPORATE OFFICER

- PARTNER(S) LIMITED
 GENERAL

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

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES):

SIGNER(S) OTHER THAN NAMED ABOVE

LIST OF SUBCONTRACTORS

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

Name Grandstrom masonry Type of Work masonry
Address P.O. Box 7041
City Torrance Dollar Value of Subcontract \$ 28,000
Phone No. (310) 327-2527
License No. 629489

Name Calcraft Type of Work Canopy
Address 14216 S. Willow Ave.
City Rialto Dollar Value of Subcontract \$ 78,000
Phone No. (909) 879-2900
License No. 872310

Name FJS Electrical Type of Work Electrical
Address 12456 Ramona Ave.
City Chino, CA 91710 Dollar Value of Subcontract \$ 37,000
Phone No. (909) 721-0006
License No. C-10 369341

Name Nieto and Sons Type of Work Tank Cleaning
Address P.O. Box 760
City Yorba Linda Dollar Value of Subcontract \$ 9,000.00
Phone No. (714) 990-6855
License No. 673912

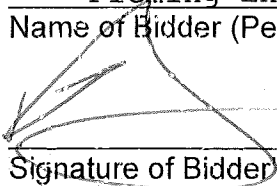
Name _____ Type of Work _____
Address _____
City _____ Dollar Value of Subcontract \$
Phone No. _____
License No. _____

STATEMENT OF OSHA COMPLIANCE
To Be Executed By Bidder & Submitted With Bid

TO: CITY OF LONG BEACH
RE: BID NO. ITB FS 15-151 FUEL SYSTEM REPLACEMENT PROJECT
FOR SITE 39 – WEST POLICE SUB-STATION

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

Fleming Environmental Inc.
Name of Bidder (Person, Firm, or Corporation)


Signature of Bidder's Authorized Representative

Terry L. Fleming, Jr., President
Name & Title of Authorized Representative

September 21, 2015
Date of Signing

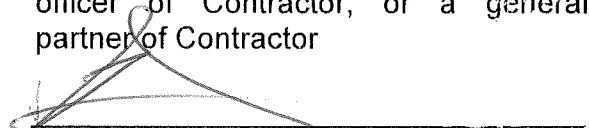
WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:

Fleming Environmental Inc.

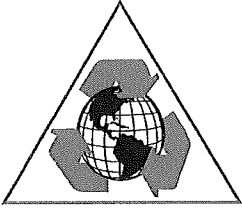
Signature of Contractor, or a corporate officer of Contractor, or a general partner of Contractor



Terry L. Fleming, Jr.

Title: President

Date: September 21, 2015



Fleming Environmental Incorporated

1372 E. Valencia Dr. * Fullerton, CA 92821

(714) 871-2800 * Fax (714) 871-2801

License #746017

City of Long Beach
Attn: Sokunthea Kol (Soey)
333 W. Ocean Blvd
Long Beach, CA 90802

Re: General Business Statement

Dear Soey,

Fleming has been performing work associated with underground storage tanks since its inception in 1998. We perform the following tasks:

- Plan preparation.
- Permitting.
- Demolition.
- Excavation.
- Grading.
- Tank cleaning and removal.
- Soil sampling and reports.
- Backfill.
- Tank removal and installation for under/above ground tanks.
- Plumbing.
- Concrete.
- Asphalt.
- Electrical.
- Installation of dispensers, monitoring systems, card readers and all equipment associated with fueling.
- Compliance testing.

Should you need additional information, please do not hesitate to contact me at 714-871-2800.

Sincerely,

A handwritten signature in black ink, appearing to read 'Terry L. Fleming Jr.', written over a horizontal line.

Terry L. Fleming Jr.
President



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6200
purchasingbids@longbeach.gov

August 27, 2015

NOTICE TO BIDDERS

ADDENDUM NO. 1

ITB FS 15-151

Fuel System Replacement Project for Site 39 – West Police Substation

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

The City would like to issue an addendum to provide additional information.

All questions must be submitted in writing and emailed to
purchasingbids@longbeach.gov attention Sokunthea Kol.

Any bidder who fails to submit this addendum may be disqualified.

Prepared By: Sokunthea Kol
Buyer

Date: August 27, 2015

Acknowledged By: Terry L. Fleming, Jr.
Terry L. Fleming, Jr., President

Date: 9/21/15

Firm of: Fleming Environmental Inc.



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6123
Sokunthea.Kol@longbeach.gov

September 14, 2015

ADDENDUM NO. 2

ITB FS 15-151
Fuel System Replacement Project for Site 39 – West Police Substation

The City of Long Beach conducted a Mandatory Pre-bid/Job Walk on September 1, 2015. From that job walk there have been revisions made to the bid.

REPLACE SPECIFICATIONS SECTION PAGE 24, 33, 34, 35 AND 37 AND BID SECTION PAGE 38 WITH THE REVISED PAGE 24, 33, 34, 35, 37 AND 38 (ATTACHED)

ADDENDUM – Clarification/correction or new information are in RED.

SPECIFICATIONS

New Fueling System Description

4. The new system shall include the following major components:
 - I. Add one more turbine to tank for a total of two turbines. Each turbine will serve one dispenser on each side of the tank enclosure.

LINE ITEM 6 – DISPENSER CONNECTION TO THE FUEL MANAGEMENT SYSTEM

4. If the fuel management system bid process has not concluded prior to the start of construction of the new AST project, the bidder shall:
 - a) Have included information in any submitted plans or bid costs for conduit and equipment to accommodate a standard non-retail fuel management system. Information shall be formatted in side-by-side comparison matrix of EJ Ward and standard non-retail installations.

LINE ITEM 7 – NEW AIR AND WATER STATIONS ON EACH SIDE OF THE AST

3. New Air Equipment- Install new air equipment on each side of the AST, "Duro Model # 50-37, or equal. Tie into the existing air line at the existing air compressor located in the garage building and extend to the new AST locations. Provide shut-off valve at point of connection. Route the air line from the AST to the edge of the building as indicated in the New Site Plan (Appendix F). The new air line shall exit grade within two inches of the building and extend into the building.

Route overhead, or as required to air compressor connection. All air equipment shall be constructed of materials, and be installed, in accordance with Best Management Practice and all applicable codes. At point of tie in, split two lines from the compressor with simple 90 degree valves be installed on the line to enable separate shop air use and fuel island air use.

LINE ITEM 10 – AST SYSTEM 3D RENDERINGS

1. Contractor to provide color drawings and digital files depicting the relationship between the AST, the enclosure, the canopy, and the adjacent site buildings to the Fleet Services Fuel Operations Program Officer prior to submission for permits. Specific viewpoint required to illustrate the visual impact to persons on Santa Fe Ave. Drawings to be prepared utilizing 3D software. The City reserves the right not to invoke this task; however, Bidder is required to bid on all tasks.

Payment

1. If authorized by the City, progress payments may be paid as follows:

<u>Line Item</u>	<u>Task Description</u>	<u>Payment Amount</u>
6	Completion of all tasks described in Line Item 6	90% of the price of Line Item 6

The questions and answers are as follows:

1. Q: The plans and specifications do not indicate a specific tie in point to the existing air and water lines and this creates confusion for all bidders. Can you indicate a specific location for the tie in point for the air and water lines for this project?

A: Tie in points to the water line are at the existing fuel island source as indicated in SCOPE OF WORK (SOW), LINE ITEM 7 - NEW AIR AND WATER STATIONS ON EACH SIDE OF THE AST, number 2 on page 34 of 38.

Tie in points to the air line are at the existing air compressor in the building as indicated in SOW, LINE ITEM 7 - NEW AIR AND WATER STATIONS ON EACH SIDE OF THE AST number 3 on page 34 of 38.

2. Q: Is it the intent of the City to utilize the same air compressor that is currently onsite or are the contractors expected to include a new air compressor in their bid price?

A: See SOW Line Item 7, #3 on page 34 of 38 – No new air compressor required.

3. Q: The plans do not indicate a specific tie in point for electrical service at the new facility, this also creates confusion for the bidders. Are the bidders expected to provide a new power panel and if so, where is it to be located?

A: The source for the electrical is in the garage building as stated on LINE ITEM 3 – NEW FUEL SYSTEM INSTALLATION, #3 J on page 31 of 38.

Bidders are not expected to provide a new power panel unless it is determined per SOW LINE ITEM 3 - NEW FUEL SYSTEM INSTALLATION, #3, J, IV. The City presumes that this determination will be reflected in the bid. As a design-build it's up to the contractor to design the electrical system with that source.

4. Q: Is the tree removal approved by the Long beach Environmental group and is there no requirement for additional planting in the new facility?

A: Tree removal has been approved by the City's Development Services Department, Planning Bureau and the City Arborist. The City will determine if additional planting is required and will take on the responsibility of replanting the tree.

5. Q: The plans are non-specific about the area to be repaved and restored. Without a specific area or square footage for repaving the contractors will be using different and conflicting areas for installation and repaving. Please clarify total expected perimeter area and expected service repaving square footage?

A: The area to be repaved and restored is the excavated hole as stated on SOW LINE ITEM 2 - UST SYSTEM REMOVAL, #14 on page 29 of 38.

6. Q: Is the city responsible paying permit fees and any plan check fees required or is that the responsibility of the contractor to include in their bid?

A: See SOW LINE ITEM 1 - PLANS AND PERMITTING, #2. Contractor shall be responsible for all plan check and permit fees.

7. Q: Who is responsible for the third party inspection, testing and approval of work installed and the cost associated with it?

A: The bid does not ask for third party inspections, testing or approvals. Contractor shall be responsible for required testing, reporting and approvals, including costs should be factored in the bid.

8. Q: Is the City of Long Beach giving a preference to local Long Beach contractors as they have done in previous contracts?

A: Local Preference shall not apply to this bid because the dollar amount is estimated to be over \$100,000.

9. Q: I am looking for the budget/ value of the project, if you can please help.

A: No formal budget/value of project was put together.

10.Q: Will a bid be rejected if the contractor & sub-contractors can't meet the local resident goal of 40%?

A: The local resident 40% goal is not a bidding requirement; therefore, a bid will not be rejected in association with the local resident goal of 40%. Please refer to attachment I, Project Labor Agreement for additional details.

11.Q: Will Ocal conduit be required throughout, or just the first and last 5-10 feet?

A: Underground conduit shall be schedule 40 PVC with Ocal aboveground and extending 2 feet underground minimum.

12.Q: Is it possible to provide pricing info on all plans/permit fees?

A: Plan and permit fee information can be obtained by calling (562) 570-5237.

13.Q: Specifications on tank top containment boxes. On page 29 it lists two tank top mounted containment boxes are required. Will one of which be the ground level box for the fill/vapor ports? Or will there be a total of three?

A: With the addition of the second turbine, three tank-top containment boxes will be required.

We are not considering the ground level box for the fill/vapor ports a tank-top mounted containment box.

There will be a total of four containment boxes. Three of them will be tank-top containment boxes, one around each turbine piping containment and one around the fill piping containment. These will have sump sensors. The fourth containment box (not tank-top) is the remote fill/ground level box for fill/vapor ports and will not have a sump sensor.

14.Q: Please provide more specifics on style/type of canopy that is desired.

A: The canopy is described in LINE ITEM 5 - AST AND DISPENSER CANOPY # 2 on page 33 of 38, specifically.

15.Q: How many views/angles will be required for the 3D renderings?

A: Provide 3D views as required to illustrate the visual impact from the surroundings. The intent is to give the PD an understanding what the AST and canopy system will look like together with the wall. See LINE ITEM 10 - AST SYSTEM 3D RENDERINGS, page 35 of 38.

Prepared By: Sokunthea Kol Date: September 14, 2015
Buyer

Acknowledged By: Fleming Environmental Inc.
Company Name

Terry L. Fleming, Jr. President
Print Name Title


Signature 9/21/15
Date

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



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6123
Sokunthea.Kol@longbeach.gov

September 21, 2015

ADDENDUM NO. 3

ITB FS 15-151

Fuel System Replacement Project for Site 39 – West Police Substation

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

The City of Long Beach would like to issue an addendum to revise the following:

SPECIFICATIONS

REPLACE SPECIFICATIONS SECTION PAGE 37 WITH THE REVISED PAGE 37 (ATTACHED)

ADDENDUM – Clarification/correction or new information are in RED.

Warranty

1. In addition to any warranties expressed or implied elsewhere in this contract, the contractor guarantees all work conducted and all equipment installed as part of this contract for a period of one year. If the fueling system or any of its components fails to perform as designed, malfunctions, fails a required test during the year following final acceptance, or proves to be of inferior workmanship, the contractor shall promptly repair or replace the component(s) as necessary to restore the system to the satisfaction of the City. The contractor shall be responsible to furnish the necessary labor, including design, engineering, permitting fees, parts, and materials to restore the system. If the contractor is unable to promptly restore the system, the City may elect to contract with another vendor to repair the system. The contractor shall then be liable for the cost of the repair plus 10%.
2. Liquidated Damages
 - a. This fueling system is the primary fueling location for Long Beach Police Department West and South Division vehicles. Protracted downtime will result in a financial burden on the City of Long Beach. As a result, this contract includes a provision for liquidated damages.

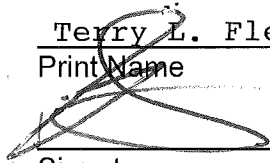
Page 2 Addendum #3 ITB FS 15-151

- b. Removing the existing UST system and installing and commissioning a new system are estimated to take eighteen weeks (six weeks Plans and Permitting, twelve weeks construction).

- c. If the fueling system is out of commission for more than fifteen weeks, the contractor agrees to pay the City \$500 for each day beyond the fifteen weeks, that the system out of commission.

Prepared By: Sokunthea Kol Date: September 21, 2015
Buyer

Acknowledged By: Fleming Environmental Inc.
Company Name

<u>Terry L. Fleming, Jr.</u>	<u>President</u>
Print Name	Title
	<u>10/6/15</u>
Signature	Date

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



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6123
purchasingbids@longbeach.gov

September 28, 2015

ADDENDUM NO. 4

ITB FS 15-151
Fuel System Replacement Project for Site 39 – West Police Substation

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

The City of Long Beach would like to issue an addendum to revise the following:

SPECIFICATIONS

REPLACE SPECIFICATIONS SECTION PAGE 34 WITH THE REVISED PAGE 34 (ATTACHED)

BID SECTION

REPLACE BID SECTION PAGE 38 WITH THE REVISED PAGE 38 (ATTACHED)

ADDENDUM – Clarification/correction or new information are in RED.

Line item 8 should now read:

LINE ITEM 8 – ALLOWANCE FOR ENVIRONMENTAL REMEDIATION

Prepared By: Sokunthea Kol Date: September 28, 2015
Buyer

Acknowledged By: Fleming Environmental Inc.
Company Name

Terry L. Fleming, Jr. President
Print Name Title

 10/6/15
Signature Date

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



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6200
purchasingbids@longbeach.gov

September 30, 2015

NOTICE TO BIDDERS

ADDENDUM NO. 5

ITB FS 15-151

Fuel System Replacement Project for Site 39 – West Police Substation

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

Any bidder who fails to submit this addendum may be disqualified.

City Hall will be hosting an event on Monday, October 5, 2015, which may cause a brief delay upon entering and/or exiting the parking garages. To avoid any bid delivery issues, the City would like to issue an addendum to extend the bid due date.

The bid due date has been extended to October 6, 2015 by 11:00 AM, PT.

Prepared By: Sokunthea Kol
Buyer

Date: September 30, 2015

Acknowledged By: Terry L. Fleming, Jr., President

Date: 10/6/15

Firm of: Fleming Environmental Inc.

Certificate of Completion

This certificate certifies that

RANDY LITTLEFIELD

has completed the eight hour HAZWOPER update course according to

29CFR 1910.120 on this

28th day of February, 2015



George Engman

George Engman
REA 1-08320
California Certified
(760) 868-5595

INTERNATIONAL CODE COUNCIL

RANDALL F LITTLEFIELD

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

UST INSTALLATION/RETROFITTING

Given this day of April 23, 2015



Guy Tomberlin
President, Board of Directors

Certificate No. 5252341



Dominic Sims
Chief Executive Officer



INTERNATIONAL CODE COUNCIL

RANDALL F LITTLEFIELD

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:

CALIFORNIA UST SYSTEM OPERATOR

Given this day of November 11, 2013

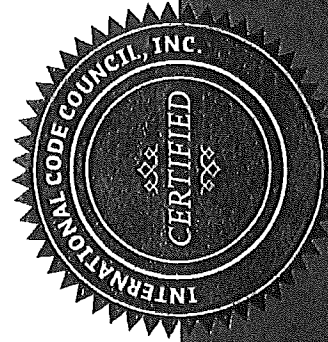


Steven D. Jones
President, Board of Directors

Certificate No. 5252341



Dominic Sims
Chief Executive Officer



INTERNATIONAL CODE COUNCIL

RANDALL F LITTLEFIELD

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 Testing and Repair

Given this day of September 11, 2015

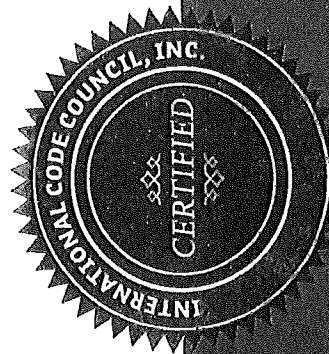
Certificate No. 5252341



Guy Tomberlin, CBO
President, Board of Directors



Dominic Sims
Chief Executive Officer



INTERNATIONAL CODE COUNCIL

RANDALL F LITTLEFIELD

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:

CALIFORNIA UST SERVICE TECHNICIAN

Given this day of April 23, 2015

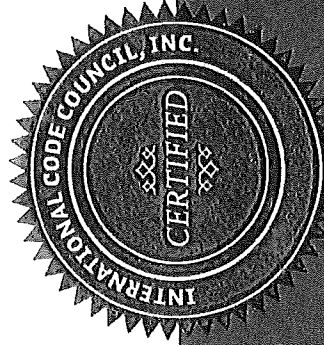


Guy Tomberlin
President, Board of Directors

Certificate No. 5252341



Dominic Sims
Chief Executive Officer



Technical Training Certification

Certificate of Completion

This certificate is issued in recognition that

Randall Littlefield
Technician #B39153

has satisfactorily completed

Red Jacket Products Technical Training
(Including Variable Speed Pumps & Controllers)



J. Paul Kaper, Manager, Service NPI



4/23/2014

Date of Issue

4/22/2016

Expiration Date

RED JACKET Certified Technician

The bearer of this card has successfully completed a manufacturer training course in the listed product(s).

Red Jacket Products Technical Training
(Including Variable Speed Pumps & Controllers)

Randall Littlefield
Technician #B39153
Expires 4/22/2016

You must contact TechnicalTraining@gilbarca.com to confirm the current certification record for this person.



CERTIFICATE OF COMPLETION

RONAN ENGINEERING COMPANY
LEAK DETECTION MEASUREMENT DIVISION
AUTHORIZED SERVICE CONTRACTOR

Presented to:

Mr. Randy Littlefield

*Has successfully completed training course for
Ronan Series X76 Leak Detection Monitors*

A handwritten signature in black ink, appearing to read "R. Littlefield", written over a horizontal line.

Signed _____

Issue Date: November 18, 2014
Certification No.: 76121102

Technical Training Certification

Certificate of Completion

This certificate is issued in recognition that

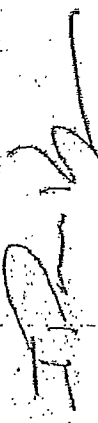
Randall Littlefield
Technician #B39453

has satisfactorily completed

Weeder-Root Startup & Service Technician (Level 4)

in
TLS-3XX UST Monitoring Systems

(Including Secondary Containment Vacuum Sensing - CA only)



J. Paul Kaper, Manager, Service NPJ



3/8/2014

Date of Issue

3/7/2016

Expiration Date

Congratulations! You have demonstrated a commitment to the code enforcement profession by successfully achieving ICC certification. Your certification information will be posted on the Certification Website as an Active Certification. www.iccsafe.org

CERTIFICATION RENEWAL - Certification is valid for a three year period. For Renewal Information see the Bulletin at www.iccsafe.org

AST/UST Certification Renewal - Certification is generally valid for a two year period. For Renewal Information see the UST Bulletin at www.iccsafe.org/ust-ast

NAFED Certification Renewal - NAFED must receive your application for recertification and documentation at least 60 days prior to the expiration date of the current certification. www.nafed.org/certification/

Renewal of certifications is the responsibility of the certified individual. Please make sure you keep track of your renewal date(s), and advise ICC of any CHANGE OF ADDRESS. www.iccsafe.org

If you have achieved a NAFED certification you must notify NAFED of any change of address. www.nafed.org

Best wishes for continued success in your career, and thank you for your interest in the Certification Programs of the International Code Council.

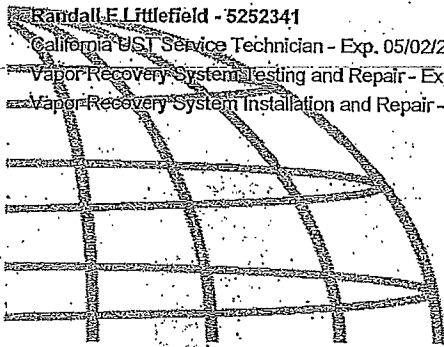
INTERIOR OF CARD

Randall E Littlefield - 5252341
California UST Service Technician - Exp. 05/02/2015
Vapor Recovery System Testing and Repair - Exp. 09/20/2015
Vapor Recovery System Installation and Repair - Exp. 12/14/2015

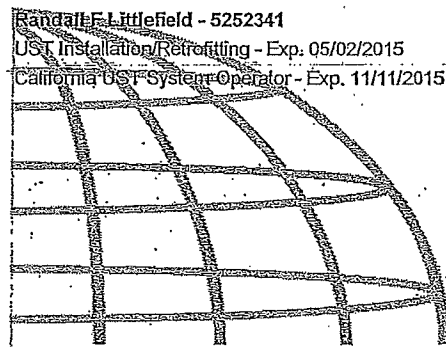
ICC

Randall E Littlefield - 5252341
UST Installation/Retrofitting - Exp. 05/02/2015
California UST System Operator - Exp. 11/11/2015

ICC

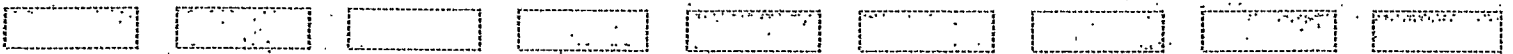


INTERNATIONAL
CODE COUNCIL®

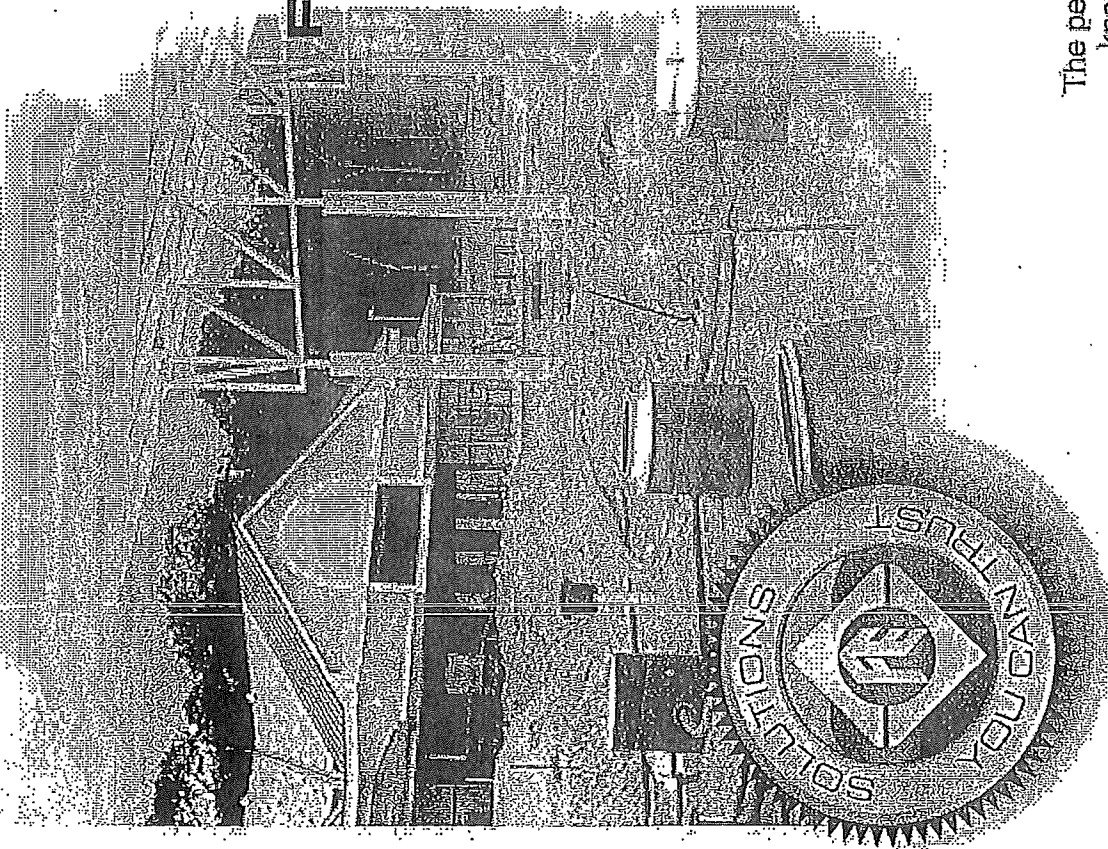


INTERNATIONAL
CODE COUNCIL®

↑ Remove card at perforation and FOLD in center before placing in wallet ↑



Certificate of Completion



Franklin Fueling Systems

This is to certify that

Randy Littlefield

Fleming Environmental Inc

has been certified in:

XP Series Piping Installation

Training Date: May 2, 2014

Certification # 4855283704

Expiration Date: May 2, 2016

The person named on this certificate of completion has demonstrated knowledge of the listed products and installation procedures by completing an exam provided by Franklin Fueling Systems techLAB. This certification is valid for two years from the training date listed.

Code: zrJ9hNasZI

Certificate Of Completion



Franklin Fueling Systems

This is to certify that

Randy Littlefield

Fleming Environmental Inc

has been certified in:

Healy Stage II Vapor Recovery Systems Recertification

Training Date: May 4, 2015

Certification # 4855283704

Expiration Date: May 4, 2017

The person named on this certificate of completion has demonstrated knowledge of the listed products and installation procedures by completing an exam provided by Franklin Fueling Systems techLAB. This certification is valid for two years from the training date listed.

Code: wRGsZaYDby

Technical Training Certification

Certificate of Completion

This certificate is issued in recognition that

Randall Littlefield

Technician #B39153

has satisfactorily completed
Veeder-Root Startup & Service Technician (Level 4)

in
TLS-3XX UST Monitoring Systems

(including Secondary Containment Vacuum Sensing - CA only)



J. Paul Kaper, Manager, Service NPI



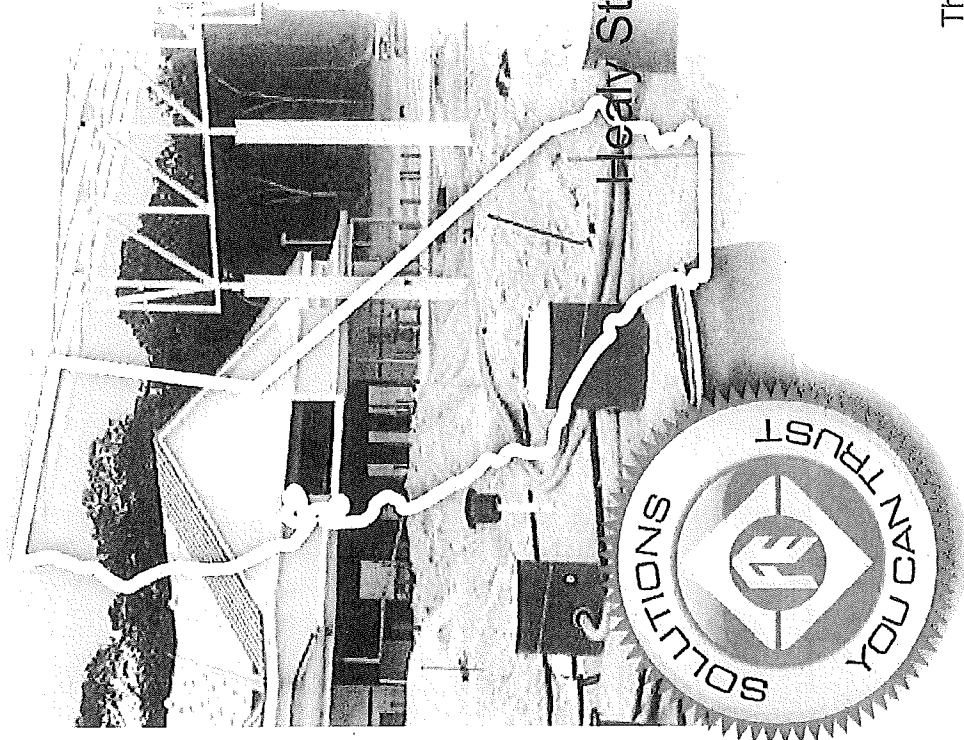
3/8/2014

Date of Issue

3/7/2016

Expiration Date

Certificate Of Completion



Franklin Fueling Systems

This is to certify that

Randy Littlefield

Fleming Environmental Inc

has been certified in:

Healy Stage II Vapor Recovery Systems Recertification

Training Date: May 4, 2015

Certification # 4855283704

Expiration Date: May 4, 2017

The person named on this certificate of completion has demonstrated knowledge of the listed products and installation procedures by completing an exam provided by Franklin Fueling Systems techLAB. This certification is valid for two years from the training date listed.

Code: wRGsZaYDby

Certificate of Completion

Randy Littlefield

Name

Fleming Environmental Inc.

Company

has successfully completed the

Pneumercator Co., Inc. Factory Training Program

for the following: Liquid Level Control and Leak Detection Systems

LC1000/PC1000 LC2000 TMS2000/3000 TMS2000W Wireless Flex Probes

Certification ID: 10990 Expires: Sunday, April 24, 2016



Instructor

PNEUMERCATOR CO., INC. • 1785 Expressway Drive North, Hauppauge, NY 1178 • (631) 293-8450 • Fax (631) 293-8533

Randy Littlefield

Certification type:
Bravo SWAT

Company: Fleming
Environmental Inc.
State: California
Expires: 04/30/18

www.SBRAVO.com



Mark Zimprich

Certification type:
Bravo SWAT

Company: Fleming
Environmental Inc.
State: California
Expires: 04/30/18

www.SBRAVO.com



Mike Fleming

Certification type:
Bravo SWAT

Company: Fleming
Environmental Inc.
State: California
Expires: 04/30/18

www.SBRAVO.com





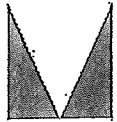
Fiber Glass Systems

Randy Littlefield has successfully completed Bonder Training as set forth in the NOV Fiber Glass Systems' Total Quality Installation Program for the installation of UL listed primary and secondary containment products.

Red Thread IIA 3000L 3000LCX
Primary and Secondary Containment Systems

9/10/14
Date

Renewal of the bonder training is recommended every three years or when the bonding process has not been practiced for a period of 6 months.



MORRISON BROS. CO.

Certification No.: 000414

E.O. No. VR-402-B

This is to certify that

Certification Date: April 28, 2014

Expiration Date: April 28, 2018

RANDY LITTLEFIELD

Fleming Environmental, Inc.

has completed the training course on Morrison Bros. Co. equipment certified by the California Air Resources Board Executive Order VR-402-B.

Completion of this training course does not create a warranty or guarantee by Morrison Bros. Co. of your installation and/or maintenance of EVR Phase I systems. All EVR Phase I systems must be installed and maintained in accordance with manufacturer instructions and procedures.

Certificate of Completion

This certificate is issued in recognition that

Randy Littlefield

Authorized Service Contractor #11218

Of:

Fleming Environmental

Has satisfactorily completed VST
Technical Certification Training

Certification Level A Hanging Hardware Installation

B Processor Installation

C Processor O&M&S

02/13/14

Date of Issue

02/13/16


Expiration Date

Shane McGlynn

Course Instructor



Vapor Systems Technologies, Inc.

B *S. Bravo Systems, Inc.*
The Leader in Secondary Containment 

SWAT / DW / RETROFIT CERTIFIED

FOR INFO ON CERTIFICATION CLASS, VISIT WWW.SBRAVO.COM/CLASS

FLEMING ENVIRONMENTAL

CA LIC# 746017

RANDY LITTLEFIELD

EXP: 8/8/2014

2929 Vail Ave • Commerce, CA 90040 • 323-888-4133 • www.SBRAVO.com



Randy Littlefield

Fleming Environmental Fullerton, Ca.

EVR System Installation Trained Installer

EVR PHASE 1
E.O. #VR-104-A
E.O. #VR-104-B
E.O. #VR-104-C
E.O. #VR-104-D
E.O. #VR-104-E

626-962-6646

03/3012

No. 1957

By: Tom Goodwin

B *S. Bravo Systems, Inc.*
The Leader in Secondary Containment 

DOUBLEWALL NATIONAL CERTIFIED

FOR INFO ON CERTIFICATION CLASS, VISIT WWW.SBRAVO.COM/CLASS

FLEMING ENVIRONMENTAL

CA LIC# 746017

RANDY LITTLEFIELD

EXP: 2/29/2014

2929 Vail Ave • Commerce, CA 90040 • 323-888-4133 • www.SBRAVO.com



icon
Containment Solutions
Randy
Littlefield
Registration #
201295
Exp. 05/14/2014



INTERNATIONAL CODE COUNCIL

MICHAEL W FLEMING

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

Vapor Recovery System Installation and Repair

Given this day of April 9, 2015

Certificate No. 5264333



Guy Tomberlin, CBO
President, Board of Directors



Dominic Sims
Chief Executive Officer



Certificate of Completion

This certificate certifies that

MIKE FLEMING

has completed the eight hour HAZWOPER update course according to
29CFR 1910.120 on this
28th day of February, 2015



George Engman

George Engman
REA 1-08320
California Certified
(760) 868-5595

Randy Littlefield

Certification type:
Bravo SWAT

Company: Fleming
Environmental Inc.
State: California
Expires: 04/30/18

www.SBRAVO.com



Mark Zimprich

Certification type:
Bravo SWAT

Company: Fleming
Environmental Inc.
State: California
Expires: 04/30/18

www.SBRAVO.com



Mike Fleming

Certification type:
Bravo SWAT

Company: Fleming
Environmental Inc.
State: California
Expires: 04/30/18

www.SBRAVO.com



Certification
Card

BasicPlus



*CPR, AED, and First Aid
For Adults*

MIKE FLEMING

has successfully completed and competently performed
the required knowledge and skill objectives for this program.



DOUG SARVIS

Authorized Instructor (Print Name)

9057

Registry No.

2-28-15

Class Completion Date

2-28-17

Expiration Date

714 809-3853

Training Center Phone No.

SAR 927

Training Center I.D.

This card certifies the holder has demonstrated the required knowledge and skill objectives to a currently authorized MEDIC First Aid Instructor. Certification does not guarantee future performance, or imply licensure or credentialing. Course content conforms to the 2010 AHA Guidelines for CPR and ECC, and other evidence-based treatment recommendations. Certification period may not exceed 24 months from class completion. More frequent reinforcement of skills is recommended.



Vapor Systems Technologies, Inc.

Mike Fleming

Of:

Fleming Environmental

Has satisfactorily completed

VST Technical Certification Training

Date of Issue: 02/13/14

Shirley McLaughlin
Course Instructor

Name: Mike Fleming

Of: Fleming Environmental

Certification Level: A Hanging Hardware Installation

B Processor Installation

C Processor OM&S

1222

Certification #

02/13/14

Date of Issue

02/13/16

Expiration Date

Certificate of Completion

This certificate is issued in recognition that

Mike Fleming

Authorized Service Contractor #1222

Of:

Fleming Environmental

Has satisfactorily completed VST
Technical Certification Training

Certification Level: A Hanging Hardware Installation

B Processor Installation

C Processor OM&S

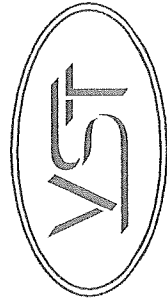
02/13/14

Date of Issue

02/13/16

Expiration Date

Shirley McLaughlin
Course Instructor



Vapor Systems Technologies, Inc.



CNI
MANUFACTURING



Mike Fleming

Fleming Environmental Valencia, Ca.

EVR System Installation Trained Installer

EVR PHASE 1 626-962-6646

E.O. #VR-104-A

04/04/14

E.O. #VR-104-B

No. 3227

E.O. #VR-104-C

E.O. #VR-104-D E.O. #VR-104-F

E.O. #VR-104-E E.O. #VR-104-G

By: Tom Goodwin

Approved Installer Certificate

Fibrelite certifies that

Mike Fleming

of

Fleming Environmental Inc.

Fullerton, CA

has been trained to install the following products:

Covers

Sump Systems

Penetration Fittings

and can officially certify that Fibrelite sump systems are liquid-tight using:

Vacuum Testing Equipment

Trained by: **Jim Goodman**

Issue Date: **January 3, 2015**

Note: Certificate expires after two years. Re-training required.



FIBRELITE

Fibrelite

100 Mechanic Street, Pawcatuck, CT 06379, USA Tel: +1 860 599 6081 Fax: +1 860 599 1037

e-mail: covers@fibrelitecorp.com Website: www.fibrelite.com

In the process of being updated.

INTERNATIONAL CODE COUNCIL

RONALD S FERRIS

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:

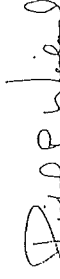
AST Installation/Retrofitting

Given this day of March 20, 2012

Certificate No. 205830



William D Dupler
President, Board of Directors



Richard P. Weiland
Chief Executive Officer



WESTERN FIBERGLASS, INC. TRAINING CERTIFICATION

PRESENTED TO:

Ron Ferris

Has Successfully Completed a Training Course In:

**Co-Flex Piping, Co-Flow Hydrostatic Monitoring,
FRP Cuffs and Tank Sump Lamination**



This 25th Day of March 2015
Certification Valid For 2 Years From Issue Date

Courtney vanAmstel

Signature

INTERNATIONAL CODE COUNCIL

RONALD S FERRIS

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:

California UST Service Technician

Given this day of February 9, 2015

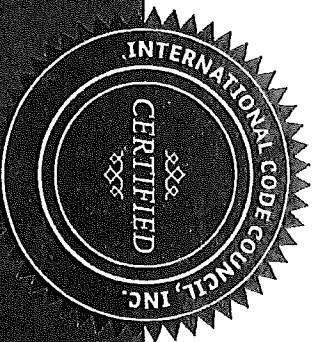
Certificate No. 205830



Guy Tomberlin, CBO
President, Board of Directors



Dominic Sims
Chief Executive Officer



Certificate of Completion

This certificate certifies that

RON FERRIS

has completed the eight hour HAZWOPER update course according to
29CFR 1910.120 on this
28th day of February, 2015



George Engman

George Engman
REA 1-08320
California Certified
(760) 868-5595

Certification
Card

BasicPlus

2010

CPR/AED and First Aid
For Adults

[Signature] Ron Ferris

has successfully completed and competently performed
the required knowledge and skill objectives for this program.

MEDIC
First Aid

DOUG SARVIS

Authorized Instructor (Print Name)

9057

Registry No.

2-28-15

Class Completion Date

2-28-17

Expiration Date

704 809-3853

Training Center Phone No.

SAR927

Training Center I.D.

This card certifies the holder has demonstrated the required knowledge and skill objectives to a currently authorized MEDIC First Aid Instructor. Certification does not guarantee future performance, or imply licensure or credentialing. Course content conforms to the 2010 AHA Guidelines for CPR and ECC, and other evidence-based treatment recommendations. Certification period may not exceed 24 months from class completion. More frequent reinforcement of skills is recommended.

Approved Installer Certificate

Fibrelite certifies that

Ron Ferris

of

Fleming Environmental Inc.

Fullerton, CA

has been trained to install the following products:

Covers

Sump Systems

Penetration Fittings

and can officially certify that Fibrelite sump systems are liquid-tight using:

Vacuum Testing Equipment

Trained by: **Jim Goodman**

Issue Date: **January 3, 2015**

Note: Certificate expires after two years. Re-training required.



Fibrelite

100 Mechanic Street, Pawcatuck, CT 06379, USA Tel: +1 860 599 6081 Fax: +1 860 599 1037

e-mail: covers@fibrelitecorp.com Website: www.fibrelite.com



Vapor Systems Technologies, Inc.

ron Ferris

Of:

Fleming Environmental

Has satisfactorily completed
VST Technical Certification Training

2014-07-21

Date of Issue:

Shirley McLaughlin
Course Instructor

Name: **ron Ferris**

Of: **Fleming Environmental**

Certification Level: A Hanging Hardware Installation

3000081160

Certification #

2014-07-21

Date of Issue

2016-07-21

Expiration Date

Certificate of Completion

This certificate is issued in recognition that

ron Ferris

Authorized Service Contractor # 3000081160

Of:

Fleming Environmental

Has satisfactorily completed VST
Technical Certification Training

Certification Level: A Hanging Hardware Installation
 B Processor Installation
 C Processor OM&S

2014-07-21

Date of Issue

2016-07-21

Expiration Date

Shirley McLaughlin
Course Instructor



Vapor Systems Technologies, Inc.

Ronald Ferris

Technician #B44496

Installation (Level 1) Course
Veeder-Root UST Monitoring Systems

7/18/2014

7/17/2016

Ronald Ferris
Technician #B44496

UST Monitoring Systems - Installer (Level 1)
Expires 7/17/2016



HIRT COMBUSTION ENGINEERS, INC.

Randy Littlefield

Fleming Environmental Incorporated

Fullerton, CA 92831

Certification No. 511-A

Expiration Date: 04/30/2017

VCS100 & 100-2 EVR Phase II System

E.O. #VR-203, 204, 207, 208 & 501-A



CNI
MANUFACTURING



Ron Ferris

Fleming Environmental Valencia, Ca.

EVR System Installation Trained Installer

EVR PHASE 1 626-962-6646

E.O. #VR-104-A

04/04/14

E.O. #VR-104-B

No. 3226

E.O. #VR-104-C

E.O. #VR-104-D E.O. #VR-104-F

E.O. #VR-104-E E.O. #VR-104-G

By: Tom Goodwin