

BID NUMBER PA-00306

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



**INVITATION TO BID**  
**PREFABRICATED AND PREASSEMBLED**  
**COMFORT STATION-(PARKS AND REC)**

29477

CONTRACT NO. Bid #PA-00306

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: Scottsdale AZ ON THE 2nd DAY OF December, 20 05  
CITY STATE MONTH

COMPANY NAME: WalCon, Inc. TIN: # [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 7630 E. Thomas RD CITY: Scottsdale STATE: AZ ZIP: 85251

PHONE: 480 4596 9400 FAX: 480 998-1615

SI [Signature] ITS: President  
(SIGNATURE) (TITLE)

Gary P. Stuckey gstuckey@walcon.com  
(PRINT NAME) (EMAIL ADDRESS)

SI [Signature] Sec. Treas.  
(SIGNATURE) (TITLE)

ROBERT C FISHER rfisher@wallisconcrete.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

2/9/06  
Date

APPROVED AS TO FORM 2/9, 2006  
ROBERT E. SHANNON  
CITY ATTORNEY  
[Signature]  
Senior Deputy

**BID NUMBER PA-00306**

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

The following information is submitted regarding the bidder:

Legal Form of Bidder:

Corporation State of \_\_\_\_\_  
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) \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

Bid Number PA-00306  
TITLE OR TYPE OF DOCUMENT

36  
NUMBER OF PAGES

12/2/2005  
DATE OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of Arizona

County of Maricopa

On 12/2/05 Before me, Diana Gossett  
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared Gary P. Stuckey  
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.

Diana Gossett  
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  
ITS: President  
TITLE(S)
- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

Bid Number PA-00306  
TITLE OR TYPE OF DOCUMENT

36  
NUMBER OF PAGES

12/2/2005  
DATE OF DOCUMENT

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

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES):  
Gary P. Stuckey

**Individual Acknowledgment**

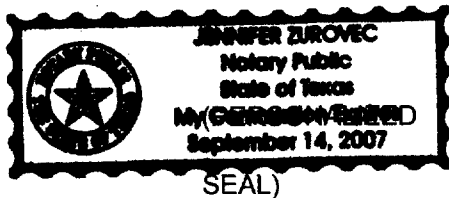
The State of Texas

County of Austin

Before me, a Notary Public, on this day personally appeared Robert C. Fisher known to me (or proved to me on the oath of \_\_\_\_\_) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 3 day of January A.D. ~~19~~ 2006

[Signature]  
Notary Public, State of Texas



Jennifer Zurovec

(Print name of Notary Public here)

My commission expires the 14 day of September ~~19~~ 2007

Bidders, or to increase or decrease the quantities of any item.  
Bidders may submit alternate bids or sums of less, sum or

discount conditional on two or more items being awarded to him.

## 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 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 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

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

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

### 8. PAYMENT:

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

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

### 9. SAFETY APPROVAL:

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

**INSTRUCTIONS TO BIDDERS**

**10. PUBLIC WORK AND PREVAILING WAGES:**

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

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9<sup>th</sup> 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 the Contractor or said Subcontractors in the execution of the Contract.

**11. RIGHT TO REJECT:**

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

**12. SAMPLES:**

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

**13. PRICES:**

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

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

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

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

**SUBCONTRACTORS**

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

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Commodity/Service Provided: \_\_\_\_\_

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

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

Certified by: \_\_\_\_\_

Valid thru: \_\_\_\_\_

Dollar value of participation: \$ \_\_\_\_\_

**15. BID SUBMITTAL AND WITHDRAWAL OF BIDS:**

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

**SUBMIT TO:**

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

**BID DUE DATE:** Tuesday, December 6, 2005  
**TIME:** 11:00 am

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

**A. COMMERCIAL (TERMS AND CONDITIONS, ETC)**

KARIE BASH (562) 570-6200  
BUYER TELEPHONE NUMBER

**B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)**

ANNA MENDIOLA (562) 570-3165  
DEPARTMENT CONTACT TELEPHONE NUMBER

**16. BID OPENING PROCEDURES:**

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

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

After the Purchasing Division has analyzed the bids, the name of the apparent low bidder will be posted on the Internet for a period of one month, together with the rankings of the top three bidders. These rankings will not contain price information.

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

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

**INSTRUCTIONS TO BIDDERS**

**17. INTER-AGENCY PARTICIPATION:**

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

YES \_\_\_\_\_ NO \_\_\_\_\_

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

**18. AMERICANS WITH DISABILITIES ACT:**

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

### CONTRACT - GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by the Contractor for such an adjustment must be made within thirty 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 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



## CONTRACT – GENERAL CONDITIONS

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. Any indebtedness of Contractor to 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 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.
21. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
22. 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.
23. 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.
24. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
25. Contractor shall submit samples of all documents that Contractor may require 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

## CONTRACT – GENERAL CONDITIONS

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 Eugene Fong at 562-570-5023 for assistance with the form.

29. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve 50% 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.
30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE THE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:
  - A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment, or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
  - B. Contractor shall carry on the Work at his 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 Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against

executed by the Contractor and the City.

### BASIS OF AWARD

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

### **CONTRACT - GENERAL CONDITIONS**

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

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

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

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

CONTRACT - GENERAL CONDITIONS

SUPPLEMENTAL CONDITIONS

ADDENDUM

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

CONTRACT PERIOD

Twelve months after date of award or after the expiration of the current contract, whichever is the earlier. This Contract may be extended by mutual agreement for up to two additional periods of one year each in accordance with terms and conditions stated herein.

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

FUTURE AMENDMENTS

The City reserves the right to amend terms and conditions that may become necessary. Any such revisions shall be accomplished by an amendment to the Contract and

instance.

4. **Samples:** Contractor shall be required to submit samples of finishes representative of proposed quality and color range, minimum two (2) sets required, for use as "Control Samples" throughout the duration of the Contract. One approved set of samples shall be retained by the City, one set will be provided to the manufacturer.

The samples must be labeled with bidder's name and sample name/description

**CONTRACT – GENERAL CONDITIONS**

**SUPPLEMENTAL CONDITIONS (continued)**

**BOND PROVISIONS (continued)**

**LABOR AND MATERIALS BOND**

Contractor shall submit a Labor and Materials Bond for 100% of the full contract amount within ten (10) calendar days after the notification of award. The Bond shall be submitted upon forms secured at the Office of the City Purchasing Agent, and submitted to the City Purchasing Agent at Long Beach City Hall, 333 West Ocean Blvd., Plaza Level, Long Beach, California 90802. An appropriate Notarial Acknowledgment shall accompany signature of all sureties whether the company is located inside or outside of the State of California. The amount of the bond shall be **(Contractor shall complete)** \$ \_\_\_\_\_ **(which is 100% of the Contract amount).**

**NOTARIAL ACKNOWLEDGEMENTS REQUIRED WITH BONDS**

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

**PREVAILING WAGES**

Prevailing wages must be paid for **ALL** construction (including design and other pre-construction work), installation, demolition, repair, inspection, surveying, and carpet laying, per Labor Code Section 1720.

CONTRACT - GENERAL CONDITIONS

SUPPLEMENTAL CONDITIONS (continued)

SUPPLEMENTAL INFORMATION

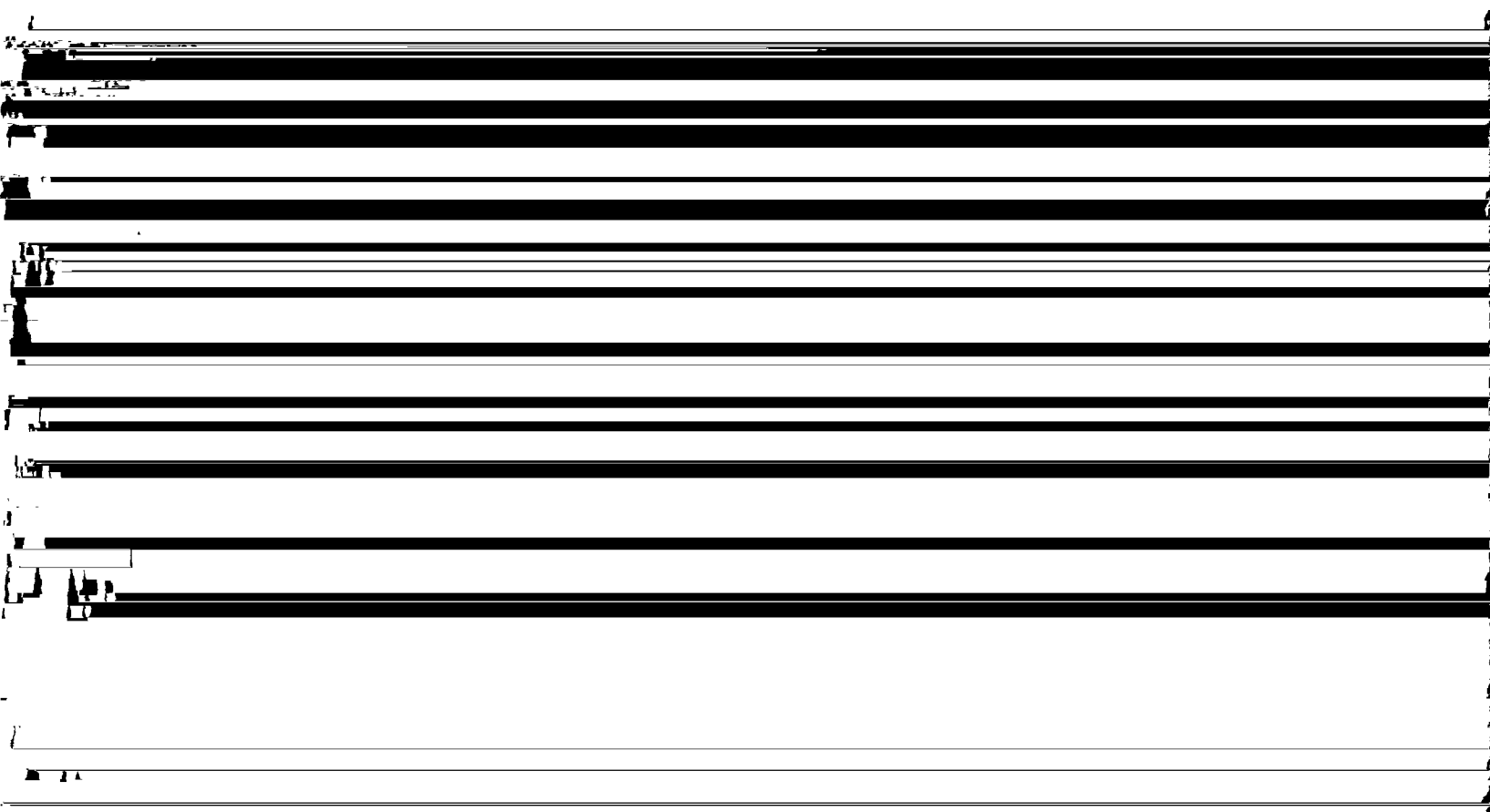
Bidder must present evidence indicative of its ability to provide and sustain the specified material to the satisfaction of the City. Failure to include any of the following information requested below may cause bid to be deemed non-responsive if the City has no prior experience with the Bidder.

1. **Client References:** 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 Bidder has provided similar items. The City intends to contact these customers to determine reliability, Bidder's performance, service and other information.
  
2. **Contact:** How may City representative(s) contact Contractor under emergency and non-emergency conditions? Explain method and provide contact information.

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3. **Work History:** In addition to Client References, list all Contracts canceled or not renewed within the last three (3) years, giving reason for cancellation or non-



CONTRACT - GENERAL CONDITIONS

SUPPLEMENTAL CONDITIONS (continued)

SUPPLEMENTAL INFORMATION (continued)

6. **Plans and Structural Calculations:** Contractor shall be required to submit Plans and Structural Calculations as stated in the "Scope of Work" (pg. 16).
7. **License and Permits:** Bidder must have a valid State of California Contractor's license, a City of Long Beach Business License (may be obtained upon notification of award) and must obtain all required permits.

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 Contractor in this case.

California Contractor's License Number :

\_\_\_\_\_ Expires: \_\_\_\_\_

Classification Number: \_\_\_\_\_

Long Beach Business License Number:

\_\_\_\_\_  
\*Required upon notification of award.

Signature: \_\_\_\_\_

**CONTRACT – GENERAL CONDITIONS**

**AMENDMENTS TO INSURANCE**

Items #30, page 9, "Contract – General Conditions", are amended to include work performed on and off City property, and those General Conditions shall apply to this Contract.

Item #30 (1) and (2), page 9, "Contract – General Conditions", is amended by the following:

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

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

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



CONTRACT – SPECIFICATIONS

SCOPE OF WORK

Furnish and deliver two (2) pre-fabricated and pre-assembled concrete restroom buildings per the attached specifications and as shown on the drawings. Bid shall include delivery, tax, plans and structural calculations (as necessary to obtain City of Long Beach Department of Planning and Building approval).

Prefabricated and Preassembled restroom building (comfort station) is herein specified

## CONTRACT - SPECIFICATIONS

### DESIGN AND FABRICATION:

The building design shall be a clearstory roof configuration with functional window/vent in the roof as shown in attached drawings. The restroom building design and fabrication shall be adequate to resist wind loads in accordance with governing building codes and the stresses and shocks common to buildings. Design calculations and shop drawings shall clearly state design wind loads (PSF) and all criteria, safety factors, etc. used to arrive at a design wind load.

The forms for the precast components shall be constructed such that the finished components will have sharp definition, dimensional accuracy, and uniformity of shape and texture. Precast components shall be prefabricated to the sizes and shapes indicated on the project plans. No unfinished edges shall be exposed to view. The finished components shall be straight and square. Waxed, cracked, broken, spalled, stained, or otherwise defective units shall not be used. Components with imperfections in exposed surfaces shall not be used.

Reinforcing assemblies shall be prefabricated into single complete units with a minimum of 3/4-inch clearance from the edges and surfaces of the precast unit.

Place and secure in the forms all necessary anchors, clips, inserts, lifting devices, stud bolts, ties and any other device that is required for handling and installing the precast components and for the attachment of subsequent items.

Precast concrete components shall be cured in forms for a minimum of 24 hours, or until the concrete reaches 75 percent of design strength. All exposed surfaces must be covered to control the loss of moisture and temperature. After the precast component is removed from the form it must be covered or be moisture cured until the results of a 7-day compression test is available.

All precast wall panels shall be welded together and be attached to the floor in such a way as to form a continuous unit. Wall and floor reinforcing should be permanently attached to each other. The welding procedure has to be submitted and approved by a professional engineer. All welding shall be done by welders having current valid certifications and having current experience in this type of welding. All construction shall be per American Welding Society Codes and Recommendations. All exposed steel plate assemblies both inside and out shall be painted over the shop coat.

The finished floor shall be level along all walls. No area of the floor shall allow wastewater to accumulate.

with ADA requirements.

CONTRACT - SPECIFICATIONS

**PART II PRODUCTS: (continued)**

Doors: Exterior Doors shall be 1 3/4 inch thick pre-hung metal with a matching metal frame attached to the building in a permanent way. Perimeter channel construction with 16 ga. top and bottom end channel, 14 ga. standard hinge and lock channel, and 14 ga. face skins bonded to polystyrene core urethane. (Curries model no. 707 is approved.) Each exterior door shall have the following hardware:

- Stainless steel door pull plate - 6" x 3/4,
- Stainless steel 10" x 34" kickplate (inside only)
- Corbin Russwin DL 3100 Series Cylindrical Deadbolt  
(Contract with City's authorized locksmith for install of cylinders)  
Provide three keys for each cylinder
- Spring hinges #1250-4 1/2" x 26D.
- Door sweeps

Note: All door hardware and the position of the hardware on the door shall meet the requirements of the Americans with Disabilities Act (ADA).

Chase Door: Plumbing Chase Door shall be 1 3/4 inch thick pre-hung metal door with a matching frame attached to the building in a permanent way. Perimeter channel construction with 16 ga. top and bottom end channel, 14 ga. standard hinge and lock channel, and 14 ga. face skins bonded to polystyrene core urethane. (Curries model no. 707 is approved.) The door hardware shall be as follows:

- Corbin Russwin DL 3100 Series Cylindrical Deadbolt  
(Contract with City's authorized locksmith for install of cylinders)
- Stainless steel 3/4" x 6" door pull plate
- Spring hinges #1250-4 1/2" x 4 1/2" x 26D.
- Door Sweep

Signage: Molded plastic signs with etched surfaces shall have the international handicapped symbol and shall have raised Braille characters. Signage shall comply

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Roof: The roof is a clearstory design with functional ventilation windows. The Roof shall have a Smooth Concrete finish and shall have an application of a Polyamide Epoxy Base Coat followed by a two-part Aliphatic Acrylic Urethane coating. Color to be selected and approved by Owner.

Exterior Doors and Frames: Primed and shall have 2 coats of Urethane Alkyd Enamel applied. Color to be selected and approved by Owner.

Caulking Compound: Before all joints of the building are caulked, a rolled polyurethane foam rope shall be placed in the seams for insulation purposes. All joints will then be caulked with a non-sag, non-staining polyurethane caulking compound meeting ASTM C-920-79. Sika-flex is approved.

## CONTRACT – SPECIFICATIONS

### **PART II PRODUCTS: (continued)**

#### **Toilet Accessories:**

Grab bars with safety grip finish, concealed mounting. Flanges fabricated out of type 304 (18-8) 3 1/8" dia., 13 ga. stainless steel. Escutcheons of type 304 (18-8) 22 ga. stainless steel, one-piece drawn construction with exposed surfaces in architectural satin finish, snap over flanges to conceal mounting screws. Tubing fabricated out of type 304 (18-8) 18 ga. stainless steel, seamless construction. The grab bars shall be mounted 33 inches above the finished floor.

The toilet paper holder shall be a Royce Rolls model #TP2 with TP-Clip, or approved equal. 18 ga., type 304 stainless steel frame, 20 ga. 1 1/8" diameter stainless steel tube.

The Stainless Steel Mirror shall be a Bradley 7481 18"X24", or approved equal. Mirror shall be fabricated of type 304 annealed stainless steel with bright, smooth, reflective finish. Unit shall have 1/4" return to conceal 1/4" tempered Masonite backing bonded to mirror with adhesive.

All accessories are to be mounted per ADA requirements and manufacturer's recommendations.

Plumbing: Lavatories shall have a 1/8" - 3/8" copper or plastic supply to the fixtures concealed in the plumbing chase. All fixtures shall have a shut-off valve in the plumbing chase, waste and vent lines shall be connected to the fixtures, with traps and vents where necessary for connection by general contractor to waste disposal lines. Waste piping shall be schedule 40 PVC

Lavatories shall be WalCon Model # CB-1495-1, or approved equal, stainless steel for severe service.

Wash fountain shall have a Chicago Model 807-E12-665PSH, or approved equal, metering valve.

Toilets shall be Acorn Model No. 1001-RM stainless steel, low consumption reverse trap, siphon action with concealed hydraulically operated water closed flushometer valve, Sloan Model 952, or approved equal. The toilet is to be mounted 19" off of the finish floor per ADA accessibility requirements and manufacturer's recommendations.

Urinals shall be Acorn Model No. 1030, or approved equal, stainless steel, low consumption reverse trap, siphon action with concealed hydraulically operated water closed flushometer valve, Sloan Model 952. The urinal is to be mounted per ADA accessibility requirements and manufacturer's recommendations.

CONTRACT - SPECIFICATIONS

**PART II PRODUCTS:** (continued)

**Drinking Fountain:** Drinking fountain shall be a Hi-Lo design, mounted securely to the exterior wall, with internal plumbing, Haws Model No. 1119, or approved equal, and shall be mounted in the front center of the building.

**Electrical:** All Electrical Items shall be pre-wired as shown in conduit on drawings. Hardware shall be as follows:

Fail Safe Model FPS-140-120-CWB-GLR fluorescent lighting fixture 40 watt 120 V for high abuse areas interior light.

Siemens 100 amp panel with 12 breakers.

Exterior lighting – Fail Safe HPECHE, or approved equal, 35W 120 exterior light

1 1/2 inch gray PVC schedule 40 below slab (power into disconnect).

1/2 inch flexible conduit with 12 Gauge wire.

Intermatic electronic 7-day time switches

Bradley Electric Hand Dryer Model 2870-28, or approved equal.

**Cover:** Fabricated of gray cast iron with porcelain enamel on all exterior surfaces

**Nozzle:** Fabricated from rust and corrosion-free diecast zinc with chrome-pleated finish.

Fixed nozzle.

**Motor:** is Universal type 1/10 HP at 7500 RPM with resilient ring mounts and sealed, lubricated ball bearings. Protected by 2 amp fuse. 115 volt, 20 amp, 60 hz standard

**Heating element:** 2300 watt, nickel chromium wire wound on ceramic cruciforms with integral automatic resetting circuit breaker (2amp fuse).

**FINISHES:**

**Exterior Walls:** The exterior concrete walls of the building shall have a Split Faced Block Finish. Two coats of sealer shall be applied at the factory. Owner will choose the color for the exterior concrete wall.

**CONTRACT – SPECIFICATIONS**

**PART II PRODUCTS: (continued)**

Interior Walls, Ceiling, and Floor: The floor slab should be steel troweled then have a broom finish, followed by a two part aliphatic acrylic urethane coating. The interior ceiling and walls shall have the same two-part aliphatic acrylic urethane coating and shall be applied according to the manufacturer recommendations. Owner will choose the colors for the walls and floor.

Partitions: Partitions will be manufactured of polymer material furnished by Comtec in their P300 Series, or approved equal. Owner will choose the colors for the partitions.

**FINISHES: (continued)**

Windows/Vents: Building will have no less than 5 windows/vents. Four (4) windows measuring no less than 3'-10" x 10" and one (1) additional window measuring no less than 3'-0" x 10". Each window shall be covered by a perforated, galvanized steel screen.

**PART III EXECUTION:**

INSTALLATION: Safety data information must be supplied on all items used in the production and furnishing of this building and foundation. All technical specifications are to be delivered to the general contractor or contracting officer upon delivery of the building and foundation to the job site.

**CONTRACT - SPECIFICATIONS**

**DELIVERY/SHIPPING**

**DELIVERY**

Bid price shall include all delivery and unloading charges to the City of Long Beach park locations as described (see page 16). Delivery is desired in accordance with the specifications. The City reserves the right to make award based on delivery time quoted.

**DELIVERY (SPECIAL) INSTRUCTIONS**

Delivery and handling of the prefabricated building shall be accomplished in such a manner as required to prevent damage to the components and their finishes.

**WARRANTY**

The Contractor shall warrant and guarantee all work after the inspection approval date issued by the City. Any defects due to faulty materials or workmanship which appear within that period, shall be promptly repaired or replaced at no cost to the City by the Contractor upon notice from the City. If the Contractor fails to correct the defects within ten (10) business days, the City may correct the defects by whatever means necessary, including contracting with another contractor to perform the work. Contractor shall pay for any costs or damages incurred by the City in this regard.

Payments or portions thereof may be withheld by the City due to defects in Contractor's work. Defects shall include, but are not limited to, work not in compliance with the Contract, changes in excess of the bid items quoted, liens due to Contractor's actions or claims against the Contractor. Any payments or portions withheld will be retained by the City with no interest accruing, until the defects are corrected.



**CONTRACT - SPECIFICATIONS**

**BLANKET PURCHASE ORDER (BPO)/AUTHORIZED PERSONNEL**

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. City personnel authorized to make releases (purchase orders) against the BPO

The Contractor and all subcontractors must obtain and maintain in effect a valid City of Long Beach Business License prior to commencement of work, and during the entire time that work is being performed under Contract. All permits and licenses necessary to the performance of this work shall be secured by the Contractor at the Contractor's own expense. The Contractor shall pay all taxes properly assessed against any equipment or property used or required in connection with the performance of this work.

In case of error in extension of unit prices, unit price shall govern. All prices must be firm for the contract term. The bid shall be subject to acceptance by the City for a period of one hundred-twenty (120) days unless a lesser period is bid by the bidder.

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

**CONTRACT - SPECIFICATIONS**

**DEFAULT BY CONTRACTOR / TERMINATION / OBLIGATION OF SURETY**

Notwithstanding anything to the contrary in the Purchase Order, the City may terminate this Contract without liability for damages when, in the City's sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the Contract, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the Contract, and has not otherwise cured such default after a period of ten (10) days notice given by the City to do so.

If the City terminates the Contract, the City will give notice to that effect to the Surety and Surety shall, within five (5) business days after delivery of the notice, assume control and perform the work as successor to the Contractor, and shall be paid by the City for all work performed.

If the Surety does not comply with such notice within said five (5) day period or, after starting to comply, fails to continue, the City may exclude the Surety and the Contractor from all City facilities and have the work completed by City employees, by another Contractor, or by a combination of such methods.

All costs incidental to the default of the Contractor shall be charged to the Contractor and the Surety, and may be deducted from any monies due the Contractor. Surety shall pay, within fifteen (15) calendar days after receipt of an invoice, all such incidental costs less any amount deducted from monies due.

**ADDITIONAL CONDITIONS AND REQUIREMENTS**

After award of a Contract, no portion of the work may be subcontracted without the prior written consent of the City with respect to experience and licensure.

site(s) in their present physical condition, and shall not make any demands upon the City for any improvements or alterations thereto. The Contractor acknowledges that the regular completion of work hereunder will result in a gradual upgrading of the areas maintained, regardless of the present condition.

The City shall have the right to inspect all new structures prior to assembly and installation.

Construction services shall not be invoiced prior to job site inspection and written approval by the requesting department.

## CONTRACT - SPECIFICATIONS

### ASSIGNMENT

Contractor shall not, without the express written consent of the City, assign, delegate, or otherwise transfer its rights and duties hereunder, either in whole or in part. Any attempted assignment without said consent shall render the Contract null and void.

If the City consents to an assignment, each of the terms, covenants and conditions herein contained, to be performed by Contractor shall be binding on the assignee.

### INDEPENDENT CONTRACTOR

The Contract between City and Contractor is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association, as between the City and Contractor. The Contractor understands and agrees that all persons furnishing services to the City pursuant to this Contract are, for purposes of Workers' Compensation Liability, employees solely of Contractor and not of the City. The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services provided to the City hereunder.

### DAMAGE TO EXISTING STRUCTURES AND IMPROVEMENTS

The Contractor shall familiarize itself with all existing surface installations at each location where work is required and shall provide adequate safeguards to prevent damage to existing structures and improvements. Any damage caused by the Contractor shall be repaired at the Contractor's sole cost and expense, and at no charge to the City.

### CARE & CUSTODY

The Contractor shall be liable for all loss or damage to the canopies while in its possession or the possession of any of its agents. Contractor shall reimburse the City for any loss or damage to the canopies in its or its agent's care or custody.

CONTRACT - SPECIFICATIONS

SITE INSPECTION

Contractor shall examine the location(s), physical conditions and surroundings of the proposed work sites to determine the extent to which these factors will influence or effect performance of work. Failure to inspect sites shall not relieve Contractor from fulfilling the obligations of the Contract.

The City assumes that the Contractor has investigated and is satisfied with the expected conditions, quality of work to be performed, and the requirements of these specifications. 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 provided for in the Contract specifications.

The Contractor acknowledges that the Contractor has made a personal inspection of the site(s) and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. The Contractor accepts the

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The Contractor represents and warrants that no City employee whose position in the City enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in this Contract.

NON-INTERFERENCE

The Contractor shall not interfere with the public use of the sites and shall conduct its operations as to offer the least possible obstruction and inconvenience to City employees and the public or disruption to the peace and quiet of the area within which the services are performed.

WAIVER

Any waiver by the City of any default of any one or more of the terms, covenants, or conditions of the Contract shall not be construed to be a waiver of any subsequent or other default of the same or of any other term, covenant, or condition, nor shall failure on the part of the City to require exact and complete compliance with any of the terms, covenants, or conditions be construed as in any manner changing the terms of the Contract or stopping City from enforcing the full provisions thereof.

No delay, failure, or omission of the City to exercise any right, power, privilege or option

## CONTRACT – SPECIFICATIONS

### LAWS AND REGULATIONS

Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations.

Contractor shall immediately inform the City of any investigation, citation or legal action by any state or federal agency related to Contractor's obligations under this Contract, and shall defend, indemnify and hold the City, its officials and employees harmless from all liability, claim, cause of action, loss, fines, penalties, corrective measures, costs, and expenses (including attorney's fees) the City may sustain by reason of Contractor's failure to comply with any state or federal law, regulation or rule.

### SUBCONTRACTING

No performance of this Contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this Contract without said consent shall be null and void and shall constitute a default under this Contract. In the event of such a default, the City may immediately terminate this Contract without liability for damages.

If the City consents to assignment or subcontracting, each term and condition of this Contract shall extend to and be binding on and inure to the benefit of the assignees, successors and administrators of the respective parties.

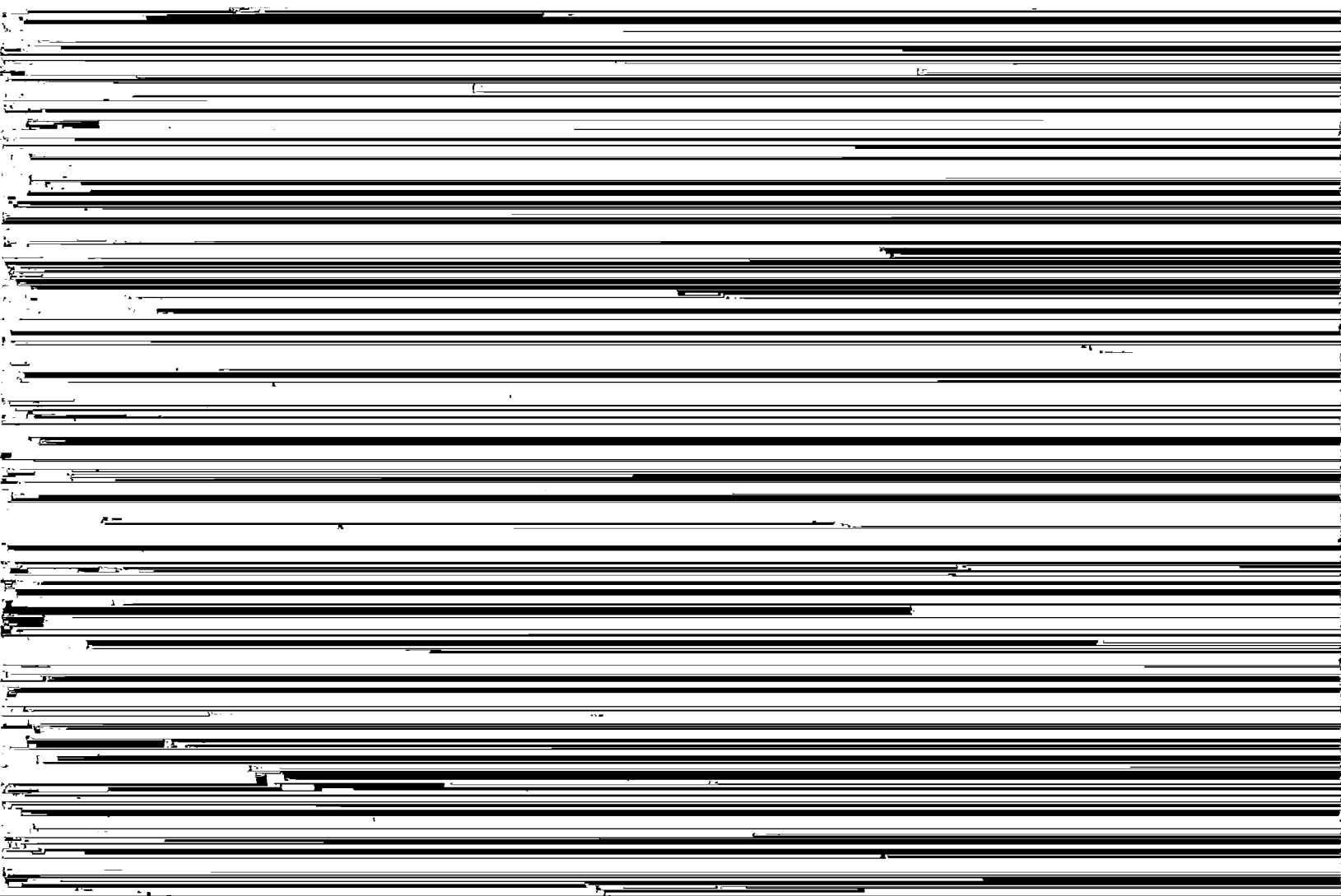
If the City consents to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime Contract with the City of Long Beach. All provisions of that prime Contract shall apply to this subcontract."

Contractor shall indemnify, defend, and hold harmless the City and its employees from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees.

### TEMPORARY SUSPENSION OF WORK

The City's representative(s) shall have the authority to suspend work by the Contractor, wholly or in part for such period as necessary due to unsuitable work conditions, failure of Contractor to carry out directions, unsafe or hazardous conditions, or failure to perform in accordance with these provisions.

**CONTRACT - SPECIFICATIONS**



## CONTRACT – SPECIFICATIONS

### VALIDITY

The invalidity, unenforceable or illegality of any provision of the Contract shall not render the other provisions invalid, unenforceable, or illegal.

### SIGNS/IMPROVEMENTS

The Contractor shall not post signs or advertising matter on City property unless prior written approval therefore is obtained from the City.

### REFUSE DISPOSAL

The City shall be responsible for, and pay the costs of, the disposal of all trash, litter, and debris collected (i.e., refuse) by the Contractor in the performance of the work. The refuse collected by the Contractor in the performance of the work shall be deposited in a location, or locations, specified by the City.

### SAFETY

The Contractor shall perform all work in such a manner as to meet all accepted standards for safe practices and to safely maintain stored equipment, materials or other hazards consequential or related to the work. The Contractor shall additionally accept the sole responsibility for complying with all City, State, Federal, or other legal requirements, including but not limited to compliance with applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

All services provided, and materials used, shall be in accordance with acceptable industry standards. Products used shall be environmentally safe, used in accordance with product directions and be subject to approval of the City's representative(s). The Contractor shall provide and maintain Material Safety Data Sheets (MSDS) for any and all chemical products used in the performance of this Contract at each site, in a labeled notebook. The City reserves the right to inspect these sheets at any reasonable time if necessary to ensure compliance and/or determine the acceptability of products being used.

**CONTRACT – SPECIFICATIONS**

**CHANGES IN WORK**

The City may, at its discretion, authorize the Contractor to perform additional work, including but not limited to repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, Acts of God, and third party negligence or necessary improvements.

If the City determines that the work resulting from vandalism, Acts of God or third party negligence can be performed by Contractor's present work force, City may modify the Contractor's tasks in order to compensate Contractor for performing said work. Absent said modification, any work not provided for elsewhere in this Contract and authorized by the City and performed by the Contractor shall be paid by City as otherwise specified herein.

Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No work shall commence without the prior written authorization of the City. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit the written estimate to the City for written approval.



## CONTRACT – SPECIFICATIONS

### ALTERNATES OR EXCEPTIONS

Whenever material or equipment is specified using a brand name or the name of a particular supplier, the specifications are intended to establish the type, function and quality required. **If quoting an "equal" item, bidder shall submit all data supporting its claim that material or equipment is an "equal" at the time of bid submission.** Failure to provide supporting data may disqualify bid.

The phrase "or approved equal" means that the City Purchasing Agent or her designee, shall make the determination, in her sole discretion, whether or not material or equipment offered as an "equal" is the same in form, function, performance, reliability, quality and features as the brand name or product from a particular supplier.

If the manufacturer can demonstrate enhanced value and/or increased performance with **only minor** modifications, Manufacturer must attach as a separate document the following information:

- Identify the item of bid to which they are taking exception.
- Provide alternate verbiage describing the changes.
- Provide a description and justification of the enhanced value and/or performance.

Bidders acknowledge and agree that use of an approved equal creates a risk that the material or equipment may not actually meet the functional and performance requirements when used under field conditions. Bidders further acknowledge and agree that the City's approval of an "approved equal" product does not relieve the vendor from its duty to meet the functional and performance requirements in the Specifications so that the vendor may ultimately be required to replace the "approved equal" product with the material or equipment that was originally specified by brand name or by the name of a particular supplier, at no additional cost to the City, if the City makes a request for replacement. By submitting a bid, bidders accept these risks and the liability associated with these risks, and waives all claims against the City for costs related to supplying replacements.

**BID SECTION**

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

**MODEL NUMBER :**  
**MANUFACTURED**  
**COMFORT STATION**

**4S-CON-WET-2L-U-ADA**  
**RESTROOM W/ PRIVACY SCREEN**  
 Or Approved Equal

City of Long Beach  
 Dept. of Parks, Recreation and Marine  
 2780 Studebaker Road  
 Long Beach, CA 90815  
 (562) 570-3165

Admiral Kidd Park and  
 Stearns Champions Park  
 Restroom Replacement Project

**SHEET INDEX :**

21 PLANS, ELEVATIONS, SECTIONS & GENERAL INFO.  
 22 MECHANICAL, PLUMBING & ELECTRICAL DWGS.

**CODE DATA :**

APPLICABLE CODES  
 UFG = 2000 OR LATEST  
 NDC = 1991 OR LATEST  
 UFG = 1991 OR LATEST

ALLOWABLE AREA • UNLIMITED  
 ACTUAL AREA • 388 S.F.  
 OCCUPANCY • GROUP "B"  
 TYPE OF CONSTRUCTION • TYPE III (NON RATED)  
 OCCUPANT LOAD • 3 = 268 S.F.  
 100 SQ. FT. LOAD FACTOR

COMPLIANCE WITH UFG SECTION 11 PREFABRICATED CONSTRUCTION  
 COMPLIANCE WITH UFG SECTION 1 FOR ACCESSIBILITY  
 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

**DESIGN LOADS :**

ROOF DEAD LOAD • 35 PSF  
 ROOF LIVE / WIND LOAD • 100 PSF / UNRECOVERABLE  
 FLOOR LIVE LOAD • 50 PSF  
 WIND • 140 MPH • EXPOSURE C  
 SEISMIC • ZONE 4  
 SOIL PROFILE • SD

**GENERAL NOTES :**

- ACCESS TO AND FROM THE COMFORT STATION IS TO BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR TO COMPLY WITH ADA AND ALL CURRENT APPLICABLE CODES FOR RITE AND BUILDING ACCESS.
- HALCON INC. AND ITS CONTRACTORS, CONSULTANTS, EMPLOYEES, FREELANCERS, OR OTHER PERSONS ARE NOT RESPONSIBLE FOR THE SOIL FOUNDATION SYSTEM, WORK SETBACKS AND LOCAL ORDINANCES. SPECIFIC FOOTING REQUIREMENTS, WATER TABLE LEVELS, AND SOIL LOAD REQUIREMENTS ARE TO BE COORDINATED BY THE CONTRACTOR.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR CONNECTION TO THE WATER SUPPLY, WASTE DISCHARGE LINES, AND ELECTRICAL SERVICE. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL LANDSCAPING AROUND THE BUILDING AND FOUNDATION PAD.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING THE SITE PRIOR TO ARRIVAL OF THE BUILDING AND SUPPLYING THE PROPER SIZE GRADE OR CURB TO SAFELY SET THE BUILDING. OFF-LOADING AREAS MUST BE SUITABLE FOR OVERSIZED TRUCKS AND EQUIPMENT TO OPERATE UNDER THEIR OWN POWER IN A NON-DESTRUCTIVE MANNER.

**SUBSTITUTIONS :**

THE MANUFACTURER RESERVES THE RIGHT TO CHANGE CONSTRUCTION AS MAY BE REQUIRED. SUBSTITUTION OF DOORS, HANDRAILS, ELEVATORS, IF USED, TOILET ACCESSORIES, AND ELECTRICAL FIXTURES MAY BE ALLOWED IF THEY ARE OF EQUAL QUALITY. ALL SUBSTITUTIONS AND REASONS FOR SUCH MUST BE SUBMITTED IN WRITING FOR APPROVAL PRIOR TO INSTALLATION.

**GENERAL STRUCTURAL NOTES :**

**FOUNDATION :**  
 BUILDING TO BE PLACED ON 4" MINIMUM AGGREGATE BASE COURSE OVER 12" MINIMUM SELECT FILL COMPACTED TO 95% DENSITY. INCREASE DEPTH OF BASE COURSE TO EXTEND BELOW LOCAL FROST DEPTH WHERE APPLICABLE.

**CONCRETE :**  
 3000 PSI AT 28 DAYS. A.C.I. CODES REQUIREMENTS AND PRACTICES APPLY. MINIMUM SLAB 4".

**REINFORCING :**  
 ALL REINFORCING SHALL BE 60, 65, AND 70 MANSUET APPLY. CLEAR CONCRETE COVERAGES PER DETAILS. LAP SPLICES IN CONCRETE 48 DIAMETERS.

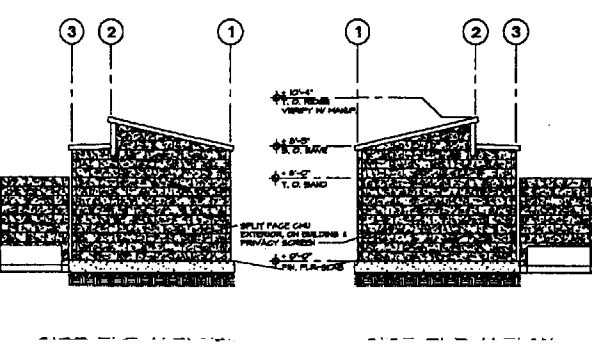
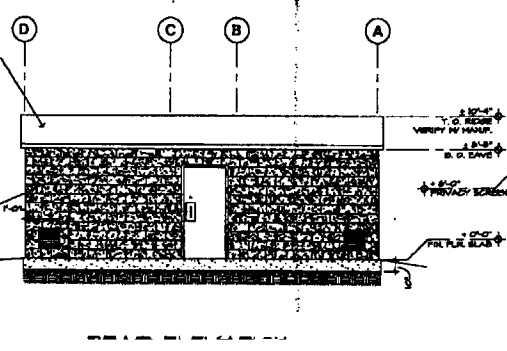
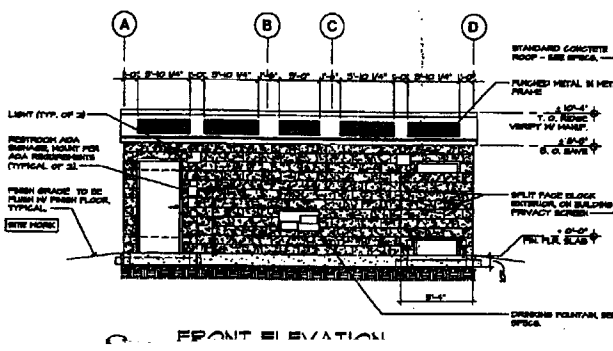
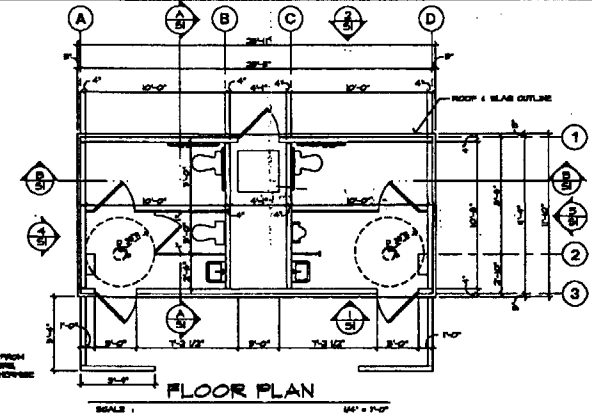
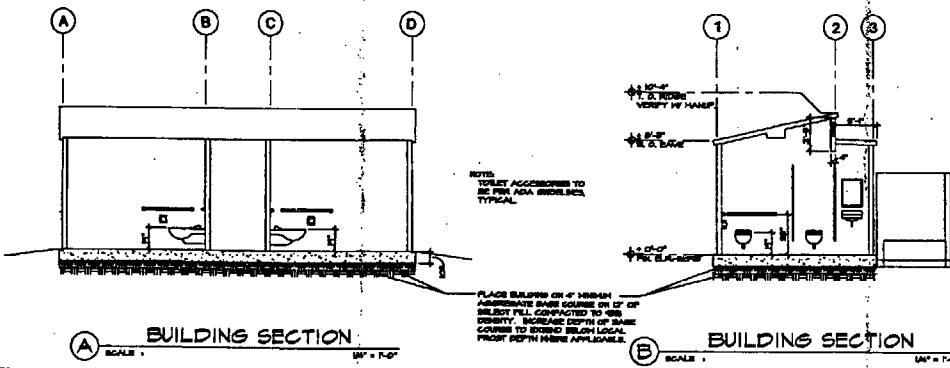
**STEEL :**  
 PART 5-50 MISCELLANEOUS PLATES, WELDED ANCHORS AND SHEAR CONNECTIONS SHALL BE AISC APPROVED WELDED OR BOLTED.

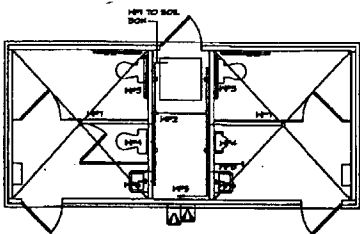
**REQUIREMENT NOTES :**  
 REMOVE ALL TEMPORARY BRACING, SHIMS OR OTHER ITEMS TO AVOID EXCESSIVE STRESSES AND TO HOLD ELEMENTS IN PLACE DURING FABRICATION, TRANSPORTATION AND PLACEMENT OF THE BUILDING. THE STRUCTURAL ENGINEER SHALL NOT HAVE CONTROL OR CHANGE OF AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION METHODS, METHODS, TECHNIQUES, PROCEDURES OR PROGRAMS FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK FOR THE FACTS OR OPINIONS OF THE MANUFACTURER, CONTRACTOR, SUBCONTRACTORS OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

**APPROVAL BOX :**

**REMARKS :**  
 ALL CONSTRUCTION AND TESTING PER AMERICAN WELDING SOCIETY CODES AND RECOMMENDATIONS. ALL WELDING SHALL BE BY WELDERS HOLDING CURRENT VALID CERTIFICATES AND HAVING CURRENT EXPERIENCE IN TYPE OF WELD CALLED FOR. WELDING PROCS TO BE LHM HYDROGEN TYPE, ETC.  
 ALL SHIRT WELDED SPLICES IN MATERIAL THICKER THAN 3/8" SHALL BE INSPECTED BY AN INDEPENDENT TESTING LABORATORY, TO VERIFY ALL SPLICES AS MEETING OR EXCEEDING THE STRENGTH OF MATERIALS SPLICED. TWO COPIES OF ALL TEST REPORTS AND A LETTER OF SUCH CERTIFICATION SHALL BE SUBMITTED TO THE ARCHITECT.  
 ALL WELDERS OF REINFORCING SHALL CONFORM TO THE "STRUCTURAL WELDING CODES - REINFORCING STEEL" AND D1A, CURRENT EDITION.

**CONSULTANTS :**



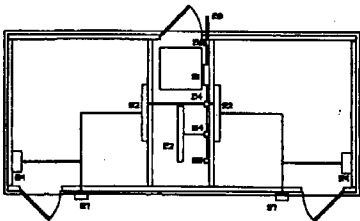


PLAN VIEW WASTE PLUMBING

SCALE:

1/4" = 1'-0"

- WPS 1/2" SCH. 40 PVC PLASTIC WIRE DISCHARGE TO CONTRACTOR SUPPLIED SEWER TAP
- WPS2 1/2" SCH. 40 PVC PLUMBING TREE WITH CLEAN OUT AND VENT THROUGH THE ROOF
- WPS3 1/2" SCH. 40 PVC TREE WITH 3" CLEAN OUT ATTACH TO HANDICAPPED TOILET
- WPS4 1/2" SCH. 40 PVC TREE TO ATTACH TO TOILET ON PENNEN SIDE AND URINAL ON MEN'S SIDE
- WPS5 1/2" SCH. 40 PVC TREE WITH 3" CLEAN OUT ATTACH TO WATER HOBBLES
- WPS6 1/2" SCH. 40 PVC TREE AND 3" CLEAN OUT FOR CONNECTION TO LAVATORIES
- WPS7 2" SCH. 40 PVC FLOOR DRAIN WITH 1/2" TRAP - BOTH MEN AND PENNEN SIDE

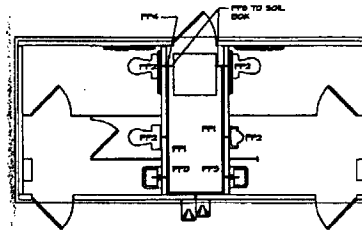


PLAN VIEW ELECTRICAL

SCALE:

1/4" = 1'-0"

- E1 100 AMP PANEL
- E2 FLUORESCENT LIGHT FIXTURE - SEE SPECIFICATIONS
- E3 3A / 1 SWITCH - SEE SPECIFICATIONS
- E4 METAL JUNCTION BOX
- E5 6/11 OUTLET FOR PLUMBING CHASE
- E6 SINGLE POLE SWITCH FOR LIGHTS IN PLUMBING CHASE
- E7 INDIVIDUAL LIGHT FIXTURE - SEE SPECIFICATIONS
- E8 3" GRAY PVC CONDUIT WITH GRAY PVC LB - JUNCTION BOX FOR CONNECTION TO DISCONNECT, PLACED BELOW THE FLOORING
- E9 ELECTRIC HAND DRYER - SEE SPECIFICATIONS

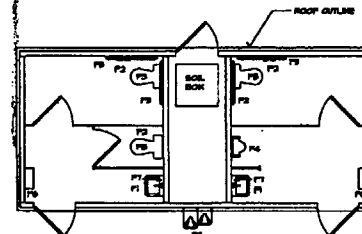


PLAN VIEW PRESSURE PLUMBING

SCALE:

1/4" = 1'-0"

- PP1 3/4" TYPE 'L' COPPER LINE WITH SOLDER FITTINGS. (SEE 4059 NON-LEAD SOLDER)
- PP2 3/4" TYPE 'L' COPPER LINE WITH SOLDER FITTINGS. (SEE 4059 NON-LEAD SOLDER) - TOILETS SHALL BE LOW CONSUMPTION REVERSE TRAP BIRCH ACTON WITH CONCEALED FLUSH VALVE OR SOUAL. THE TOILET IS TO BE INSTALLED BY ONE OF THE PENNEN FLOOR PER ADA ACCESSIBILITY REQUIREMENTS. SEE SPECIFICATIONS
- PP3 3/4" TYPE 'L' COPPER COLD WATER LINE WITH SOLDER FITTINGS. (SEE 4059 NON-LEAD SOLDER)
- PP4 HOSE BIB
- PP5 NOT USED
- PP6 3/4" TYPE 'L' COPPER FOR CONNECTION TO CONTRACTOR SUPPLIED WATER SUPPLY. ALL TYPE 'L' COPPER UNDER THE CONCRETE FLOOR SHALL BE SOLDERED WITH NO CONNECTIONS. THE TYPE 'L' COPPER SHALL HAVE A PVC PLASTIC SLEEVE INSTALLED WHEREVER THE COPPER COULD MAKE CONTACT WITH THE CONCRETE FLOOR



PLAN VIEW FIXTURES

SCALE:

1/4" = 1'-0"

- F1 LAVATORY - SEE SPECIFICATIONS
- F2 TOILET PAPER HOLDER - SEE SPECIFICATIONS
- F3 TOILET - SEE SPECIFICATIONS
- F4 URINAL - SEE SPECIFICATIONS
- F5 GRAB BAR - SEE SPECIFICATIONS
- F6 ELECTRIC HAND DRYER - SEE SPECIFICATIONS
- F7 HOBBER - SEE SPECIFICATIONS
- F8 DISINFECTANT - SEE SPECIFICATIONS

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STATE OF CALIFORNIA  
 Business, Transportation and Housing Agency  
 Department of Housing and Community Development  
 Division of Codes and Standards  
 Occupational Licensing Program  
 P.O. Box 31  
 Sacramento, CA 95812-0031  
 Telephone (916) 323-9803



**OCCUPATIONAL LICENSE**

<b>License Number</b>	<b>License Type</b>	<b>Issue Date</b>	<b>Expiration Date</b>
MF1109211	Manufacturer Commercial Modular	Apr 27, 2005	Apr 30, 2007

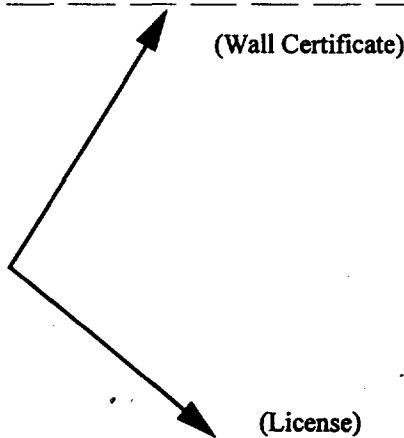
WALCON, INC.  
 P.O. BOX 160  
 SCOTTSDALE, AZ 85251-0160


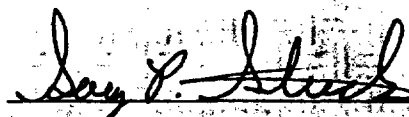
**VALID ONLY WHEN DISPLAYED AT:**  
 WALCON, INC.  
 7630 EAST THOMAS ROAD  
 SCOTTSDALE, AZ 85251

NOTE: THIS LICENSE SHALL BE POSTED IN A PLACE CONSPICUOUS TO THE PUBLIC.

The license described herein will expire on the date shown. Renewal of the license prior to the expiration date is the RESPONSIBILITY OF THE LICENSEE. Applications for renewal must be received by the Department before the expiration date. Expired licenses may be reinstated provided an application is submitted with renewal and reinstatement fees within 60 days of expiration. Licenses expired over 60 days may not be reinstated.

*CUT WITH SCISSORS*



State of California Department of Housing and Community Development <b>OCCUPATIONAL LICENSE</b> License Number - MF1109211 <b>Issued: Apr 27, 2005</b> Manufacturer Commercial Modular  WALCON, INC. P.O. BOX 160 SCOTTSDALE, AZ 85251-0160	 <b>Expires: Apr 30, 2007</b>	<b>Is authorized to conduct business at the specified location licensed under:</b>  MF1109211 WALCON, INC. 7630 EAST THOMAS ROAD SCOTTSDALE, AZ 85251  Signature 
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