

Honorable Mayor and Members  
of the City Council  
City Hall  
Torrance, California

**Members of the Council:**

**SUBJECT: Fire Chief and General Services- Award a contract for installation of Phase II Enhanced Vapor Recovery (EVR) system at the City Yard Fuel Facilities.**

**Expenditure: \$261,691.10**

**RECOMMENDATION**

Recommendation of the Fire Chief and General Services Director that City Council:

- 1) Award a contract to Wayne Perry Inc. for \$237,901.10 with a 5% contingency of \$11,895 for installation of Phase II EVR system at the City Yard Fuel Facilities (B2012-04); and,
- 2) Approve \$11,895 for project management fees; and,
- 3) Appropriate \$26,508.68 from Transit Grant CA-90-Y394 to FEAP #445.

Funding – Funding is available in FEAP #445 and Transit grant CA-90-Y394.

**BACKGROUND**

Enhanced Vapor Recovery or "EVR" refers to a new generation of clean nozzles and equipment that control emissions at gasoline dispensing facilities in California. Per the Air Resources Board Executive Order G-70-214, all gas fueling facilities need to upgrade their fuel facility with a Phase II EVR vapor recovery system to control gasoline vapor emissions during vehicle fueling operations.

On November 1, 2011 staff awarded a consulting contract to A & S Engineering for \$16,362 to provide the plans which includes the installation of the Phase II EVR and seven (7) fuel and diesel dispensers at the City Yard.

**ANALYSIS**

Staff formally bid the project (B2012-04) and received the following bids.

Wayne Perry, Inc.	\$	237,901.10
Charles E. Thomas Co.	\$	241,400.00*
Petcon Technologies	\$	249,000.00
Fleming Environmental	\$	271,019.50*

\*Bidders provided incomplete bids

Based on the total expenditure of 261,691.10 and the amount of available budget remaining of \$235,182.42, staff is requesting approval of an appropriation of \$26,508.68 from Transit Grant CA-90-Y394.

Staff reviewed Wayne Perry's bid and found everything to be in order and therefore is recommending Council approve a contract award to Wayne Perry Inc. for \$237,910.10 with a 5% contingency of \$11,895 with an appropriation of \$26,508.68 from Transit grant CA-90-Y394 for installation of the Phase II EVR system and seven (7) fuel dispensers at the City Yard.

Respectfully submitted,

William Racowski  
Fire Chief

By   
Martin Serna  
Assistant Fire Chief

CONCUR:



William Racowski  
Fire Chief



Sheryl Ballew  
General Services Director



Kim Turner  
Transit Director



LeRoy J. Jackson  
City Manager

Attachment A: Wayne Perry Inc. Contract Agreement- Note: Copies of Certifications available upon request.

## PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of May 22, 2012, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Wayne Perry, Inc., a California Corporation.

### RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to furnish all labor, materials, tools, equipment and incidentals in accordance with the plans and specifications prepared by A & S Engineering and the City of Torrance;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for Installation of a Phase II EVR System at Torrance City Yard Fuel Facilities, Notice Inviting Bids No. **B2012-04** (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

### AGREEMENT:

#### 1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and install those materials listed in the Plans and Specifications, which are on file in the General Services Department. The NIB and the Plans and Specifications are made a part of this Agreement. A copy of the Bid is attached as Exhibit A.

#### 2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for one year from Effective Date.

#### 3. COMPENSATION

- A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of

\$ 237,901.10 unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, within 30 days after the date of the monthly invoice.

**4. TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
  - a. cease operations as directed by CITY in the notice;
  - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
  - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be

retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

## 5. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

## 6. RETENTION OF FUNDS

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's negligent acts or omissions or willful misconduct in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

## 7. THE CITY'S REPRESENTATIVE

Kathy Dascomb, Fire Prevention Specialist is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

## 8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Andy Lamas  
Ron Perry

## 9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

**10. BUSINESS LICENSE**

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

**11. OTHER LICENSES AND PERMITS**

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

**12. FAMILIARITY WITH WORK**

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

**13. CARE OF WORK**

CONTRACTOR must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

**14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

## 15. **INDEMNIFICATION**

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

## 16. **NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES**

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

## 17. **INSURANCE**

- A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
  - (1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
    - (a) Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and

- (b) Primary Property Damage of at least \$250,000 per occurrence; or
  - (c) Combined single limits of \$1,000,000 per occurrence.
- (2) General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$2,000,000 per occurrence.
  - (3) Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
  - C. The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
  - D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
  - E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
  - F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

## **18. SUFFICIENCY OF INSURERS**

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased

coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

**19. CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

**20. NOTICE**

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
  - (1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
  - (2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
  - (3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
  - (4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

- (5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

CONTRACTOR: Wayne Perry, Inc.  
8281 Commonwealth Avenue  
Buena Park, CA 90621  
Phone: (714) 826-0352  
Fax: (714) 523-7880

CITY: City Clerk  
City of Torrance  
3031 Torrance Boulevard  
Torrance, CA 90509-2970  
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

## **21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

## **22. INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

**23. INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

**24. SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

**25. TIME OF ESSENCE**

Time is of the essence in the performance of this Agreement.

**26. GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

**27. COMPLIANCE WITH STATUTES AND REGULATIONS**

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

**28. WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

**29. ATTORNEY'S FEES**

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. **EXHIBITS**

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. **CONTRACTOR'S AUTHORITY TO EXECUTE**

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,  
a municipal corporation

Wayne Perry, Inc.  
A California corporation

\_\_\_\_\_  
Frank Scotto, Mayor

By: \_\_\_\_\_  
Ronald Wayne Perry  
Sr. Vice President

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_

Attachments: Exhibit A: Bid

**EXHIBIT A**

**Bid**

BIDDER'S PROPOSAL

**BID FORM A-2**  
**PREVAILING WAGE RATES APPLY**

**INSTALLATION OF A PHASE II EVR SYSTEM**  
**AT TORRANCE CITY YARD FUEL FACILITIES**  
**B2012-04**

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Torrance for the above titled improvement, the undersigned hereby proposes to furnish all work to be performed in accordance with the Plans, Specifications and Contract Documents, prepared by the City of Torrance for the lump sum bid as set forth in the following schedules.

Assignment of Contractor's values:

Item	Description	Total Amount
Division 01	General Requirements:	10,368.00
Division 02	Site Work:	18,824.51
Division 03	Concrete:	9,311.67
Division 04	Masonry:	N/A
Division 05	Metals:	3,600.00
Division 06	Wood and Plastics:	N/A
Division 07	Thermal and Moisture Protection:	N/A
Division 08	Doors and Windows:	N/A
Division 09	Finishes:	N/A
Division 10	Specialties:	5,000.00
Division 11	Equipment:	103,532.47
Division 12	Furnishings:	7,703.41
Division 13	Special Construction:	N/A

Item	Description	Total Amount
Division 14	Conveying Systems:	N/A
Division 15	Mechanical:	29,181.04
Division 16	Electrical:	50,380.00
	<b>B2012-04 BID TOTAL- in figures*</b> <b>PREVAILING WAGE RATES APPLY.</b>	\$237,901.10

**B2012-04** : Two hundred thirty seven thousand, nine hundred one dollars and ten cents. (Words)\*

**Bid Alternate #1**

Provide and install three (3) new- 1 inch conduits per dispenser, all home runs per bid plans and specifications.

Cost per linear ft of conduit \$ 204.50 Total Cost \$ 97,546.50

**Bid Alternate #2**

Posilock 105 Bus Nozzles \$ 1,872.00 x 5 = 9,360.00

**\*BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS.**

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Torrance.

The above prices include all work appurtenant to the various items as outlined in the specifications and all work or expense required for the satisfactory completion of said item.

The undersigned declares that it has carefully examined the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

Wayne Perry, Inc.  
Contractor Name

Thad Sandford, Vice President  
Signer's Name and Title

Date: April 24, 2012 License No. & Classification 300345, A C21 C10 B  
C61/D40 HAZ C34

Address: 8281 Commonwealth Ave., Buena Park, CA 90621

ACKNOWLEDGMENT OF ADDENDA RECEIVED

B2012-04

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

Addendum No. 1  X

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

Addendum No. 5 \_\_\_\_\_

Addendum No. 6 \_\_\_\_\_

Addendum No. 7 \_\_\_\_\_

Addendum No. 8 \_\_\_\_\_

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

  
\_\_\_\_\_  
Bidder's Signature

April 26, 2012  
Date

STATE OF CALIFORNIA

COUNTY OF OrangeCONTRACTOR'S AFFIDAVITB2012-04

Thad Sandford, being first duly sworn,  
deposes and says:

1. That he is the Vice President  
Title  
of Wayne Perry, Inc.  
(Name of Partnership, Corporation, or Sole Proprietorship)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the INSTALLATION OF A PHASE II EVR SYSTEM AT THE TORRANCE CITY YARD FUEL FACILITIES.

2. That said proposal is genuine; that the same is not sham; that all statement of facts therein are true;
3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Contractor did not directly or indirectly induce, solicit or agree with any-one else to submit a false or sham bid, refrain from bidding, or withdraw the bid, to raise or fix the bid price of the Contractor or anyone else, or to raise or fix any overhead, profit or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance or any other bidder, or anyone else interested in the proposed contract;
5. That the Contractor has not in any manner sought by collusion to secure for itself an advantage over any other bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other bidder or of anyone else interested in the proposed contract;
6. That the Contractor has not accepted any bid from any subcontractor or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or materialman, which is not processed through said bid depository, or which

**CONTRACTOR'S AFFIDAVIT (CONTINUED)**

prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository;

- 7. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of Individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Contractor in its business.

Dated this 25th day of April, 2012.

Subscribed and Sworn to  
before me this 26<sup>th</sup>  
of April, 2012

[Signature]  
Wayne Perry, Inc.  
(Contractor)  
Vice President  
(Title)

[Signature]  
Notary Public in and for said  
County and State.  
(Seal)



**LIST OF SUBCONTRACTORS**

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Section 2-3 of the Standard Specifications.

Name under Which Subcontractor is Licensed: HYM Engineering, Inc.

License Number: 918130

Address of Office, Mill or Shop: 6380 Roland St., Buena Park, CA 90621

Specific Description of Sub-Contract: Asphalt Paving

Name under Which Subcontractor is Licensed: Petroleum Marketing Equipment, Inc. (PME)

License Number: 052208120

Address of Office, Mill or Shop: 740 Monroe Way, Placentia, CA 92870

Specific Description of Sub-Contract: Fuel Equipment Supplier

Name under Which Subcontractor is Licensed: Preciado Electric, Inc.

License Number: 906951

Address of Office, Mill or Shop: 10451 Nashville Ave., Whittier, CA 90604

Specific Description of Sub-Contract: Provide Certified Electrician to perform electrical installation of fueling system.

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

License Number: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

REFERENCES

(Work similar in magnitude and degree of difficulty completed by Contractor within the past five (5) years.)

1. Name (Firm/Agency): LA DPW  
 Address: 900 S. Fremont, Alhambra, CA  
 Contact Person: Zohreh Kabiri Telephone No.: 626-300-3265  
 Title of Project: EVR II Upgrade  
 Project Location: Various locations in California  
 Date of Completion December 2011 Contract Amount: \$ 453K
2. Name (Firm/Agency): Costco Wholesale  
 Address: 999 Lake Dr., Issaquah, WA  
 Contact Person: Dennis Bock Telephone No.: 425-427-7657  
 Title of Project: EVR Upgrade  
 Project Location: Various locations in California  
 Date of Completion October 2011 Contract Amount: \$ 350K
3. Name (Firm/Agency): BP/ARCO  
 Address: 4 Centerpointe Dr., La Palma, CA  
 Contact Person: Ron Rogers Telephone No.: 714-709-3815  
 Title of Project: EVR Upgrade  
 Project Location: Various locations in California  
 Date of Completion 2010 Contract Amount: \$ 250K
4. Name (Firm/Agency): Chevron Products Company  
 Address: 6111 Bollinger Canyon Road, San  
 Contact Person: David Lyons Telephone No.: 925-842-4387  
 Title of Project: EVR Upgrade  
 Project Location: Various locations in California  
 Date of Completion 2009 Contract Amount: \$ 350K

REFERENCES

(Work similar in magnitude and degree of difficulty completed by Contractor within the past five (5) years.)

1. Name (Firm/Agency): Shell Oil Products US  
 Address: 502 21st St., Manhattan Beach, CA  
 Contact Person: Pete Pugnale Telephone No.: 310-546-5864  
 Title of Project: EVR Upgrade  
 Project Location: Various locations in California  
 Date of Completion 2009 Contract Amount: \$ 950K
2. Name (Firm/Agency): Costco Wholesale  
 Address: 999 Lake Dr., Issaquah, WA  
 Contact Person: Ed Navarro Telephone No.: 425-313-8100  
 Title of Project: Construction of Gas Station  
 Project Location: 18599 Via Princesa, Santa Clarita, CA  
 Date of Completion 2010 Contract Amount: \$ 916K
3. Name (Firm/Agency): Los Angeles County ISD  
 Address: 1100 N. Eastern Ave., Los Angeles, CA  
 Contact Person: James Gilmartin Telephone No.: 323-267-3475  
 Title of Project: ORVR design & fueling installation  
 Project Location: 140 N. Grand Ave., Los Angeles, CA  
 Date of Completion 2012 Contract Amount: \$ 650K
4. Name (Firm/Agency): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
 Title of Project: \_\_\_\_\_  
 Project Location: \_\_\_\_\_  
 Date of Completion \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

**Bidder's Information**

The bidder must provide a detailed list of the trades and the description of the work they will perform with their own company for this project.

1. Pipefitter - Plumbing, GVR II Installation, Pipefitting

2. Concrete Finisher - Remove/Replace Concrete as required

3. Laborer - Trenching, Digging, Assist Pipefitter with GVR II

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

10. \_\_\_\_\_

11. \_\_\_\_\_

12. \_\_\_\_\_

13. \_\_\_\_\_

14. \_\_\_\_\_

Contractor's License No.: 300345 Class: A C21 C10 B C61/D40  
HAZ C34

Date first obtained: July 16, 1968

Has License ever been suspended or revoked? No

If yes, describe when and why N/A

Any current claims against License or Bond? No

If yes, describe claims: N/A

Type of entity (check one)

Incorporated  Partnership  Sole Proprietorship

If incorporated, in what state California

Federal Tax ID Number # 95-2880827

Principals in Company (List all - attach additional sheets if necessary):

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> <u>(If Applicable)</u>
<u>Ron Perry</u>	<u>Senior Vice President</u>	<u></u>
<u>Adam Leiter</u>	<u>Senior Vice President</u>	<u></u>
<u>Dan McGill</u>	<u>Senior Vice President</u>	<u></u>
Thad Sandford	Vice President	
Laura Mendoza	Vice President	
Tom Ritchie	Vice President	
Tom Wyper	Vice President	

**TORRANCE TRANSIT SYSTEM  
BIDDER'S LIST**

All bidders/proposers are required to provide the following information for all DBE and non-DBE contractors, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. Torrance Transit System will use this information to maintain and update a Bidders List to assist in the overall annual goal DBE goal setting process.

Firm Name: Wayne Perry, Inc. Phone: (714) 826-0352

Address: 8281 Commonwealth Ave. Fax: (714) 523-7880  
Buena Park, CA 90621

Contact Person: Thad Sandford No. of Years in Business: 43

Email: tsandford@wpinc.com

Is the firm currently certified as DBE under the 49 CFR Part 26 regulations?

YES  NO

Type of work/services/materials provided by firm: Fueling System Construction  
and Installation.

What were your firm's Gross Annual receipts for last year?

	Less than \$1 Million
	Less than \$5 Million
	Less than \$10 Million
	Less than \$15 Million
X	More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

**TORRANCE TRANSIT SYSTEM  
BIDDER'S LIST**

All bidders/proposers are required to provide the following information for all DBE and non-DBE contractors, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. Torrance Transit System will use this information to maintain and update a Bidders List to assist in the overall annual goal DBE goal setting process.

Firm Name: HYM Engineering, Inc. Phone: (714) 523-2372

Address: 6380 Roland St. Fax: (562) 249-6609

Buena Park, CA 90621

Contact Person: Sean Lee No. of Years in Business: 5

Email solee206@hymengineering.com

Is the firm currently certified as DBE under the 49 CFR Part 26 regulations?

YES  NO

Type of work/services/materials provided by firm: Grading, Site Concrete,  
Asphalt Paving

What were your firm's Gross Annual receipts for last year?

    Less than \$1 Million  
    Less than \$5 Million  
    Less than \$10 Million  
    Less than \$15 Million  
    More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

# CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

## HYM ENGINEERING, INC

6380 ROLAND STREET  
BUENA PARK, CA 90621

Owner: ABRAHAM J. JEON

Business Structure: CORPORATION

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

NAICS Code(s) \* Indicates primary NAICS code

\* 237990 Other Heavy and Civil Engineering Construction

### Work Category Code(s)

C1910	GRADING	C3901	ASPHALT CONCRETE
C9802	BUILDING CONSTRUCTION		

### Licenses

A General Engineering Contractor

### CERTIFYING AGENCY:

DEPARTMENT OF TRANSPORTATION  
1823 14TH STREET, MS 79  
SACRAMENTO, CA 95811 0000  
(916) 324-1700

UCP Firm Number : 38719

  
CUCP OFFICER

July 16, 2010

It is CUCP's policy and objective to promote and maintain a level playing field for DBEs in California on Federal-aid contracts. We ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts based on the requirements of 49 CFR Parts 21 and 26.

# BUSINESS ENTERPRISE CERTIFICATE

## HYM ENGINEERING, INC

6380 ROLAND STREET  
BUENA PARK, CA 90621

Owner: ABRAHAM J. JEON

Business Structure: CORPORATION

STATE MINORITY BUSINESS ENTERPRISE

This certificate acknowledges that said firm is approved by the California Department of Transportation as a State Minority Business Enterprise or State Women Business Enterprise (or in some cases both) in accordance with Assembly Bill Number 486, Chapter 1329 and the California Public Code, Chapter 2.5 (commencing with Section 2050), for the following NAICS codes:

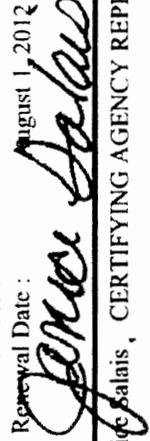
\* 237990 Other Heavy and Civil Engineering Construction

\* Indicates primary NAICS code

**CERTIFYING AGENCY:**  
DEPARTMENT OF TRANSPORTATION  
1823 14TH STREET, MS 79  
SACRAMENTO, CA 95814 0000  
(916) 324-1700

Firm Number : 38719

Renewal Date : August 1, 2012

  
Jamiqe Salais, CERTIFYING AGENCY REPRESENTATIVE

July 16, 2010

**TORRANCE TRANSIT SYSTEM  
BIDDER'S LIST**

All bidders/proposers are required to provide the following information for all DBE and non-DBE contractors, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. Torrance Transit System will use this information to maintain and update a Bidders List to assist in the overall annual goal DBE goal setting process.

Firm Name: PETROLEUM MARKETING EQUIPMENT Phone: 714-577-7878

Address: 740 MONROE WAY Fax: 714-577-7979  
PLACENTIA CA 92870

Contact Person: SUSAN ZIEGLER No. of Years in Business: 19

Email: sziegler@pmeco.net

Is the firm currently certified as DBE under the 49 CFR Part 26 regulations?

YES  NO

Type of work/services/materials provided by firm: \_\_\_\_\_  
FUELING DISPENSERS AND EQUIPMENT

What were your firm's Gross Annual receipts for last year?

- \_\_\_\_\_ Less than \$1 Million
- \_\_\_\_\_ Less than \$5 Million
- \_\_\_\_\_ Less than \$10 Million
- \_\_\_\_\_ Less than \$15 Million
- X   More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.



hereby grants

# National Women's Business Enterprise Certification

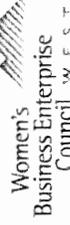
to  
**NATIONAL PETROLEUM MARKETING EQUIPMENT (PME) CORPORATION**  
dba  
**ACT EQUIPMENT SALES, INC.**

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).  
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council – West, a WBENC Regional Partner Organization.

*Pamela Williamson, Ph.D.*

Expiration Date: 12/31/2012  
WBENC National Certificate Number: 234547



Authorized by Pamela S. Williamson, Ph.D., Executive Director,  
Women's Business Enterprise Council – West

NAICS Codes:

UNSPSC Codes:



**TORRANCE TRANSIT SYSTEM  
BIDDER'S LIST**

All bidders/proposers are required to provide the following information for all DBE and non-DBE contractors, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. Torrance Transit System will use this information to maintain and update a Bidders List to assist in the overall annual goal DBE goal setting process.

Firm Name: Preciado Electric, Inc. Phone: 562)324-5978

Address: 10451 Nashville Ave. Fax: 322)941 3120  
Whittier, CA. 90604

Contact Person: Hernan Preciado No. of Years in Business: 5

Email: preciadoelectric@msn.com

Is the firm currently certified as DBE under the 49 CFR Part 26 regulations?

YES  NO

Type of work/services/materials provided by firm: Electrical installation of fueling system. Material: conduit, wire, panels, breakers,

What were your firm's Gross Annual receipts for last year?

           Less than \$1 Million  
           Less than \$5 Million  
           Less than \$10 Million  
           Less than \$15 Million  
           More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

Forms 1 & 2 for Demonstration of Good Faith Efforts

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

The bidder/offeror is committed to a minimum of 2 % DBE utilization on this contract.

The bidder/offeror (if unable to meet the DBE goal of 2%) is committed to a minimum of \_\_\_\_\_ % DBE utilization on this contract a submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: Wayne Perry, Inc.

State Registration No. 071162

By:   
(Signature)

Vice President  
(Title)

Forms 1 & 2 for Demonstration of Good Faith Efforts

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

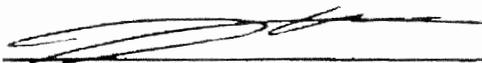
The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

The bidder/offeror is committed to a minimum of 2 % DBE utilization on this contract.

The bidder/offeror (if unable to meet the DBE goal of 2%) is committed to a minimum of      % DBE utilization on this contract a submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: HYM Engineering, Inc.

State Registration No. 3099755

By:   
(Signature)

President  
(Title)

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: Wayne Perry, Inc.

Address: 8281 Commonwealth Ave.

City: Buena Park State: CA Zip: 90621

Name of DBE firm: HYM Engineering, Inc.

Address: 6380 Roland St.

City: Buena Park State: CA Zip: 90621

Telephone: (714) 523-2372

Description of work to be performed by DBE firm:

Grading, Site Concrete, Asphalt Paving

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ 5,000.00.

**Affirmation**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: [Signature]  
(Signature)

President  
(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

**BUY AMERICA REQUIREMENTS**

49 U.S.C. 5323(j)

49 CFR Part 661

**Applicability to Contracts**

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

**Flow Down**

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

**Mandatory Clause/Language**

**Buy America** - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Certification requirement for procurement of steel, iron, or manufactured products.***Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date April 26, 2012Signature 

(Thad Sandford)

Company Name Wayne Perry, Inc.Title Vice President



**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**  
**49 CFR Part 29**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

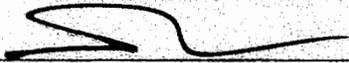
The certification in this clause is a material representation of fact relied upon by the City of Torrance. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Torrance, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date April 26, 2012

Signature 

Company Name Wayne Perry, Inc.

Title Vice President

**CERTIFICATION REGARDING LOBBYING**  
**49 CFR PART 20**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Bidder certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.* )]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Bidder, Wayne Perry, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any. Date

Signature \_\_\_\_\_

Company Name Wayne Perry, Inc.

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes/No: No Federal/State: N/A

If "yes," identify and describe, (including agency and status): N/A

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Have the penalties been paid? Yes/No: N/A

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

Yes/No: No Code/Laws: N/A Section/Article: N/A

If "yes," identify and describe, (including agency and status): N/A

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State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
 ACTIVE LICENSE



License Number **300345**

Entity **CORP**

Business Name **WAYNE PERRY INC**

Classification(s) **A C21 C10 B C61/D40 HAZ. C34**

Expiration Date **09/30/2012**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



 <p>STATE OF CALIFORNIA                  DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  <b>HAZARDOUS MATERIALS                  TRANSPORTATION LICENSE</b>                  CHP 360H (REV. 1/00) OPI 062</p>	CONTROL NUMBER <b>201470</b>	LICENSE NUMBER <b>114084</b>	ISSUE DATE <b>11/10/2011</b>	EFFECTIVE DATE (blank)	EXPIRATION DATE <b>3/31/2011</b>
	CHP CARRIER NUMBER <b>CA 35371</b>	LOCATION (blank)	<input type="checkbox"/> Duplicate <input type="checkbox"/> Initial	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Renewal	<p><b>PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP)</b>                  The original valid license must be kept at the licensee's place of business as indicated on the license a legible copy must be carried in any vehicle or combination transporting hazardous materials and must be presented to any CHP officer upon request. This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A majority change in ownership or control of the licensed activity shall require a new license. This license may be renewed by submitting an application and appropriate fee to the CHP. Persons whose licenses have expired or are otherwise no longer valid must immediately cease the activity requiring a license. THERE IS NO GRACE PERIOD. For licensing information contact CHP, Commercial Vehicle Section at (916) 843-3400.</p>
LICENSEE NAME AND PHYSICAL ADDRESS <i>(only if different from below)</i> <b>WAYNE PERRY, INC.</b>					
LICENSEE NAME AND MAILING ADDRESS <b>WAYNE PERRY, INC.</b> <b>8281 COMMONWEALTH AVENUE</b> <b>BUENA PARK CA 90621</b> <b>ATTENTION: MARIO MILANES</b>					
This carrier is on the special routing/safe stopping place mailing lists as indicated below. <input type="checkbox"/> (HMXX) Explosives subject to Division 14, California Vehicle Code (CVC). <input type="checkbox"/> (HMPIH) Poison Inhalation Hazard materials in bulk packaging subject to Division 14.3, CVC. <input type="checkbox"/> (HRCQ) Highway Route Controlled Quantity radioactive materials subject to Division 14.5, CVC.					
Any person who dumps, spills, or causes the release of hazardous materials or hazardous waste upon a highway shall immediately notify the CHP or the agency having jurisdiction for that highway. The minimum fine for failure to make the appropriate notification is \$ 2,000.00. (CVC Section 23112.5)					



THIS BUSINESS LICENSE MUST BE DISPLAYED AT PLACE OF BUSINESS

READ REVERSE SIDE

**BUSINESS LICENSE**

CITY OF TORRANCE

Exp. Date: **12/31/2012**

LICENSE NO		CATEGORY	AMOUNT PAID	ISSUE DATE
<b>Lic-SC- 64704</b>	2180	Contrs. C13 Fence Construction	\$229	<b>2/28/2012</b>

ISSUED TO:

**WAYNE PERRY CONSTRUCTION  
INC.**

**8281 COMMONWEALTH AVE**

**BUENA PARK, CA 90621**

Annual business tax is due and payable  
January 1st each year, and is delinquent if not  
paid on or before the last day of January each year.

ISSUED BY FINANCE DEPARTMENT

ASSISTANT FINANCE DIRECTOR

THIS LICENSE IS GOOD UNTIL VOIDED OR REVOKED, IT BECOMES VOID UPON ANY CHANGE OF OWNERSHIP OR LOCATION.  
Notify The LICENSE SUPERVISOR In Writing Of Any Change In Ownership Or Address. City Hall, 3031 Torrance Blvd., Torrance



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 12 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>State Or Governmental Agency Or Subdivision Or Political Subdivision:</b> As required by a written contract.
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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**Section II – Who Is An Insured** is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:
  - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

## WAYNE PERRY - TECHNICIAN CERTIFICATIONS

FirstName	LastName	Seminar	CertificateName	Cert #	Begins	Expires
BRANDON	SMITH	API WORKSAFE	API SAFETY KEY	600007768	06/20/2011	06/20/2012
BRANDON	SMITH	DRESSER WAYNE	CHEVRON NUCLEUS		8/3/2007	N/A
BRANDON	SMITH	FMS INSTALLATION	TRAINING CERTIFICATE	5507543702	10/07/2010	10/07/2012
BRANDON	SMITH	FMS PROGRAMMING	TRAINING CERTIFICATE	5507543702	10/07/2010	10/07/2012
BRANDON	SMITH	ICC	UST INSTALLATION/RET	5320130	03/20/2012	03/20/2014
BRANDON	SMITH	ICC	UST SERVICE TECHNICI	5320130	03/20/2012	03/20/2014
BRANDON	SMITH	ICC	VAPOR RECOVERY TESTI	5320130	08/20/2010	08/20/2012
BRANDON	SMITH	INCON	INCON VRM/ISD TRAINI	5507543702	10/07/2010	10/07/2012
BRANDON	SMITH	LOSS PREVENTION SYSTEMS	LPS TRAINER		01/01/2007	N/A
BRANDON	SMITH	OSHA	OSHA - 8hr HAZ REFRE		03/09/2012	03/09/2013
BRANDON	SMITH	RED JACKETS	INSTALLATION CERTIFI		09/25/2011	09/25/2013
BRANDON	SMITH	VEEDER-ROOT	CARBON CANISTER	A30746	02/28/2012	02/28/2014
BRANDON	SMITH	VEEDER-ROOT	VR GVR TECHNICIAN SA	A30746	02/27/2012	02/27/2013
BRANDON	SMITH	VEEDER-ROOT	VR ISD/PMC/CCVP	A30746	02/28/2012	02/28/2014
BRANDON	SMITH	VEEDER-ROOT	VR LEVEL 4 - RECERTI	A30746	03/14/2012	03/13/2014
BRANDON	SMITH	VERIFONE	RUBY CERTIFICATION	0110101938	4/27/2010	N/A
BRANDON	SMITH	VST	LEVEL ABC	1626	12/03/2010	12/03/2012
DENNIS	KIMBALL	API WORKSAFE	API SAFETY KEY	18478995	08/03/2011	08/09/2012
DENNIS	KIMBALL	DRESSER WAYNE	3/VISTA & STANDARD OVATION DISP		7/15/2009	N/A
DENNIS	KIMBALL	DRESSER WAYNE	IX CAT WBT		6/5/2009	N/A
DENNIS	KIMBALL	FMS INSTALLATION	TRAINING CERTIFICATE	8220593702	08/20/2010	08/20/2012
DENNIS	KIMBALL	FMS PROGRAMMING	TRAINING CERTIFICATE	8220593702	08/20/2010	08/20/2012
DENNIS	KIMBALL	ICC	UST SERVICE TECHNICI	8032727-UT	07/05/2011	07/05/2013
DENNIS	KIMBALL	ICC	VAPOR RECOVERY SYSTE	5262296-VI	11/15/2011	11/15/2013
DENNIS	KIMBALL	INCON	INCON VRM/ISD TRAINI	8220593702	08/20/2010	08/20/2012
DENNIS	KIMBALL	LOSS PREVENTION SYSTEMS	LPS REFRESHER TRAINI		02/21/2008	N/A
DENNIS	KIMBALL	OSHA	CONFINED SPACE		2/10/2012	2/10/2015
DENNIS	KIMBALL	OSHA	OSHA - 8hr HAZ REFRE		01/21/2012	01/21/2013
DENNIS	KIMBALL	VEEDER-ROOT	CCVP / ISD	A26196	11/5/2010	11/4/2012
DENNIS	KIMBALL	VEEDER-ROOT	VR LEVEL 4 - RECERTI	A26196	07/13/2011	07/12/2013
DENNIS	KIMBALL	VST	LEVEL AB	1628	05/05/2011	05/05/2013
DOUGLAS	MITCHELL	API WORKSAFE	API SAFETY KEY	62339772	09/17/2011	09/17/2012
DOUGLAS	MITCHELL	FMS INSTALLATION	TRAINING CERTIFICATE	6395703701	08/20/2010	08/20/2012
DOUGLAS	MITCHELL	FMS PROGRAMMING	TRAINING CERTIFICATE	6395703701	08/20/2010	08/20/2012
DOUGLAS	MITCHELL	FRANKLIN FUELING (HEALY)	HEALY EVR PHASE II	6395703701	08/16/2011	08/16/2013
DOUGLAS	MITCHELL	ICC	UST SERVICE TECHNICI		10/4/2010	10/4/2012
DOUGLAS	MITCHELL	ICC	VAPOR RECOVERY SYSTE		9/17/2011	9/17/2013
DOUGLAS	MITCHELL	INCON	INCON VRM/ISD TRAINI	6395703701	08/20/2010	08/20/2012
DOUGLAS	MITCHELL	LOSS PREVENTION SYSTEMS			12/21/2009	N/A
DOUGLAS	MITCHELL	OSHA	CONFINED SPACE		4/9/2012	4/9/2015
DOUGLAS	MITCHELL	OSHA	OSHA - 8hr HAZ REFRE		03/06/2012	03/06/2013
DOUGLAS	MITCHELL	PHIL-TITE ENTERPRISES	PHIL-TITE EVR (PHASE	6395703701	08/16/2011	08/16/2013
DOUGLAS	MITCHELL	VEEDER-ROOT	CCVP / ISD	A27948	11/10/2010	11/9/2012
DOUGLAS	MITCHELL	VEEDER-ROOT	VR LEVEL 4 - RECERTI	A27948	7/13/2011	7/12/2013
DOUGLAS	MITCHELL	VST	LEVEL ABC	2038	08/27/2010	08/27/2012
HECTOR	CARDENAS	AMERON	CERTIFIED TRAINED IN		07/28/2009	07/28/2012
HECTOR	CARDENAS	API WORKSAFE	API SAFETY KEY	47299273	08/12/2011	08/12/2012
HECTOR	CARDENAS	BLUE LINE TECHNOLOGIES	INSTALLATION CERTIFI	CA-1774	07/23/2010	07/23/2012
HECTOR	CARDENAS	BRAVO	DOUBLE WALL & RETROF		12/29/2011	12/29/2013
HECTOR	CARDENAS	DIVERSIFIED PRODUCTS	CERTIFIED TRAINED IN		06/24/2011	06/24/2014
HECTOR	CARDENAS	ELDS, INC (ENHANCED LEAK DETET	SECONDARY CONTAINMEN		11/04/2009	09/15/2012
HECTOR	CARDENAS	FIBERGLASS SYSTEMS (SMITH, FIB	INSTALLATION CERTIFI		03/25/2010	03/25/2013
HECTOR	CARDENAS	FIBRELITE COMPOSITES LTD	INSTALLATION CERTIFI	FLUS-000355	09/01/2010	09/01/2012
HECTOR	CARDENAS	FLEX-ING	FLEX CONNECTOR INSTA	WPHC-1230	12/30/2011	12/30/2013
HECTOR	CARDENAS	ICC	UST INSTALLATION/RET	5315276-U1	03/17/2012	03/17/2014
HECTOR	CARDENAS	ICC	UST SERVICE TECHNICI		06/02/2010	06/02/2012
HECTOR	CARDENAS	JUR REMOTE ANNUCIATOR	TRAINING CERTIFICATE		12/18/2011	12/18/2013
HECTOR	CARDENAS	LOSS PREVENTION SYSTEMS	LPS 1-DAY TRAINING		05/29/2007	N/A
HECTOR	CARDENAS	OSHA	OSHA - 8hr HAZ REFRE		03/20/2012	03/20/2013
HECTOR	CARDENAS	NUPIGECO	CERTIFIED WELDER	4799	1/1/2010	1/31/2013
HECTOR	CARDENAS	VEEDER-ROOT	VR ISD/PMC / CCVP	B35610	11/10/2010	11/10/2012
HECTOR	CARDENAS	VEEDER-ROOT	VR LEVEL 4 - RECERTI	B35610	10/13/2011	10/13/2013
RICHARD	MORA	API WORKSAFE	API SAFETY KEY	60609578	08/24/2011	08/24/2012
RICHARD	MORA	DRESSER WAYNE	3/VISTA & STANDARD OVATION DISP		6/5/2009	N/A
RICHARD	MORA	DRESSER WAYNE	IX CAT WBT		6/5/2009	N/A
RICHARD	MORA	FRANKLIN FUELING (HEALY)	HEALY EVR PHASE II	5890203701	03/13/2011	03/13/2013
RICHARD	MORA	ICC	UST SERVICE TECHNICI	5261232	07/05/2011	07/05/2013
RICHARD	MORA	ICC	VAPOR RECOVERY SYSTE	5261232-VI	11/15/2011	11/15/2013
RICHARD	MORA	LOSS PREVENTION SYSTEMS			12/14/2009	N/A
RICHARD	MORA	OSHA	CONFINED SPACE		4/5/2012	4/5/2013

FirstName	LastName	Seminar	CertificateName	Cert #	Begins	Expires
RICHARD	MORA	OSHA	OSHA - 8hr HAZ REFRE		03/30/2012	03/30/2013
RICHARD	MORA	VEEDER-ROOT	VR LEVEL 4 - RECERTI	A28095	02/06/2011	02/05/2013
RICHARD	MORA	VEEDER-ROOT	VR ISD/PMC/CCVP	A28095	11/05/2010	11/04/2012
RICHARD	MORA	VST	LEVEL AB	1627	05/05/2011	05/05/2013
RYAN	HULTNER	API WORKSAFE	API SAFETY KEY	88304795	02/06/2012	02/26/2013
RYAN	HULTNER	CONTAINMENT SOLUTIONS TANKS	DOUBLE WALL SUMP		10/28/2011	10/28/2013
RYAN	HULTNER	CONTAINMENT SOLUTIONS TANKS	FIBERGLASS TANK INST		10/28/2011	10/28/2013
RYAN	HULTNER	DIVERSIFIED PRODUCTS	CERTIFIED TRAINED IN		03/15/2010	03/15/2013
RYAN	HULTNER	ELDS, INC (ENHANCED LEAK DETET	SECONDARY CONTAINMEN	W200854	09/29/2010	09/29/2012
RYAN	HULTNER	FIBERGLASS SYSTEMS (SMITH, FIB	INSTALLATION CERTIFI		03/25/2010	03/25/2013
RYAN	HULTNER	FIBRELITE COMPOSITES LTD	INSTALLATION CERTIFI	FLUS-00546	08/09/2010	08/09/2012
RYAN	HULTNER	FIRST AID	TRAINING CERTIFICATE		08/22/2009	08/22/2012
RYAN	HULTNER	FRANKLIN FUELING (HEALY)	HEALY EVR PHASE II	6743663701	05/08/2010	05/08/2012
RYAN	HULTNER	ICC	UST DECOMMISSIONING	5295955	05/10/2011	05/10/2013
RYAN	HULTNER	ICC	UST INSTALLATION/RET	5295955	05/10/2011	05/10/2013
RYAN	HULTNER	ICC	UST SERVICE TECHNICI	5295955-UT	09/08/2010	09/08/2012
RYAN	HULTNER	ICC	VAPOR RECOVERY SYSTE	5295955	04/23/2010	04/23/2012
RYAN	HULTNER	LOSS PREVENTION SYSTEMS	LPS 1-DAY TRAINING		04/10/2007	N/A
RYAN	HULTNER	OPW	OPW EVR (PHASE I)	5999	12/07/2010	12/07/2012
RYAN	HULTNER	OPW	OPW FLEXWORKS		12/09/2010	12/09/2012
RYAN	HULTNER	OSHA	OSHA - 8hr HAZ REFRE		11/09/2011	11/09/2012
RYAN	HULTNER	OSHA	OSHA - COMP CONFINED SPACE		6/29/2010	
RYAN	HULTNER	OSHA	OSHA - COMP EXCAVATION		10/1/2010	
RYAN	HULTNER	PHIL-TITE ENTERPRISES	PHIL-TITE EVR (PHASE	2805043702	05/08/2010	05/08/2012
RYAN	HULTNER	VEEDER-ROOT	VR ISD/PMC / CCVP	835484	11/10/2010	11/10/2012
RYAN	HULTNER	VEEDER-ROOT	VR LEVEL 4 - RECERTI	835484	06/01/2011	06/01/2013
RYAN	HULTNER	WESTERN FIBERGLASS	TRAINING CERTIFICATE		03/25/2011	03/25/2013
AUSTEN	DOWNEY	API WORKSAFE	API SAFETY KEY	59648916	08/01/2011	08/02/2012
AUSTEN	DOWNEY	BRAVO	CERTIFIED TRAINED IN		12/09/2010	12/09/2012
AUSTEN	DOWNEY	CNI MANUFACTURE	CERTIFIED TRAINED IN	1669	10/22/2010	10/22/2012
AUSTEN	DOWNEY	DIVERSIFIED PRODUCTS	CERTIFIED TRAINED IN		06/24/2011	06/24/2014
AUSTEN	DOWNEY	ELDS, INC (ENHANCED LEAK DETET	TRAINING CERTIFICATE	WPI201009	09/29/2010	09/29/2012
AUSTEN	DOWNEY	FIBERGLASS SYSTEMS (SMITH, FIB	CERTIFIED TRAINED IN		07/29/2011	07/29/2014
AUSTEN	DOWNEY	FLEX-ING	FLEX CONNECTOR INSTA	WPI07-	12/28/2010	12/28/2012
AUSTEN	DOWNEY	FRANKLIN FUELING (HEALY)	HEALY EVR PHASE II	4310943703	05/13/2011	05/13/2013
AUSTEN	DOWNEY	ICC	VAPOR RECOVERY SYSTE	8018563	12/05/2011	12/05/2013
AUSTEN	DOWNEY	ICC	UST INSTALLATION/RET	8018563	09/29/2010	09/29/2012
AUSTEN	DOWNEY	ICC	UST SERVICE TECHNICI	8018563	03/15/2011	03/15/2013
AUSTEN	DOWNEY	ICON CONTAINMENT SOLUTIONS	INSTALLATION CERTIFICATION TRAINING		4/12/2012	4/12/2014
AUSTEN	DOWNEY	LOSS PREVENTION SYSTEMS	LPS 1-DAY TRAINING		05/20/2011	N/A
AUSTEN	DOWNEY	OPW	OPW FLEXWORKS		12/09/2010	12/09/2012
AUSTEN	DOWNEY	OPW	OPW EVR (PHASE I)	6002	12/07/2010	12/07/2012
AUSTEN	DOWNEY	OSHA	OSHA - 8hr HAZ REFRE		12/06/2011	12/06/2012
AUSTEN	DOWNEY	OSHA	TRAFFIC CONTROL OPER		08/19/2011	08/19/2014
AUSTEN	DOWNEY	PHIL-TITE ENTERPRISES	PHIL-TITE EVR (PHASE	4310943703	05/13/2011	05/13/2013
AUSTEN	DOWNEY	VEEDER-ROOT	VR ISD IN-STATION DI	840191	11/30/2011	11/30/2013
AUSTEN	DOWNEY	VEEDER-ROOT	VR LEVEL 1 - INSTALL	840191	11/15/2010	11/15/2012
AUSTEN	DOWNEY	VEEDER-ROOT	VR LEVEL 2/3 - START	840191	12/01/2011	11/30/2013
AUSTEN	DOWNEY	VST	LEVEL A	2071	10/15/2010	10/15/2012
ISRAEL	MARTINEZ-	API WORKSAFE	API SAFETY KEY	66288912	08/01/2011	08/01/2012
ISRAEL	MARTINEZ-	BRAVO	DOUBLE WALL & RETROF		12/29/2011	12/29/2013
ISRAEL	MARTINEZ-	DIVERSIFIED PRODUCTS	CERTIFIED TRAINED IN		06/24/2011	06/24/2014
ISRAEL	MARTINEZ-	FIBERGLASS SYSTEMS (SMITH, FIB	CERTIFIED TRAINED IN		07/29/2011	07/29/2014
ISRAEL	MARTINEZ-	FLEX-ING	CERTIFIED TRAINED IN	WPIM-1230	12/30/2011	12/30/2013
ISRAEL	MARTINEZ-	ICC	UST INSTALLATION/RET	5252084	07/05/2011	07/05/2013
ISRAEL	MARTINEZ-	ICC	UST SERVICE TECHNICI	5252084	09/01/2011	09/01/2013
ISRAEL	MARTINEZ-	ICC	VAPOR RECOVERY SYSTE	5252084	10/13/2011	10/13/2013
ISRAEL	MARTINEZ-	JUR REMOTE ANNUNCIATOR	TRAINING CERTIFICATE		12/18/2011	12/18/2013
ISRAEL	MARTINEZ-	OPW	OPW EVR (PHASE I)	6332	08/31/2011	08/31/2013
ISRAEL	MARTINEZ-	OSHA	CONFINED SPACE		10/19/2011	
ISRAEL	MARTINEZ-	OSHA	OSHA - HAZWOPER 8hr	ETAC	11/19/2011	11/19/2012
ISRAEL	MARTINEZ-	OSHA	TRAFFIC CONTROL OPER		08/19/2011	08/19/2014
ISRAEL	MARTINEZ-	VEEDER-ROOT	VR GVR TECHNICIAN SA	841458	11/23/2011	11/22/2012
ISRAEL	MARTINEZ-	VEEDER-ROOT	VR ISD IN-STATION DI	841458	11/30/2011	11/30/2013
ISRAEL	MARTINEZ-	VEEDER-ROOT	VR LEVEL 2/3 - START	841458	12/01/2011	11/30/2013
ANTHONY	YOUNG	API WORKSAFE	API SAFETY KEY	15865538	02/21/2012	03/21/2013
ANTHONY	YOUNG	CNI MANUFACTURE	CERTIFIED TRAINED IN	1815	05/13/2011	05/13/2013
ANTHONY	YOUNG	DIVERSIFIED PRODUCTS	CERTIFIED TRAINED IN		06/24/2011	06/24/2014
ANTHONY	YOUNG	ELDS, INC (ENHANCED LEAK DETET	TRAINING CERTIFICATE	WPI2011031	03/18/2011	03/18/2013
ANTHONY	YOUNG	FIBERGLASS SYSTEMS (SMITH, FIB	CERTIFIED TRAINED IN		07/29/2011	07/29/2014
ANTHONY	YOUNG	FRANKLIN FUELING (HEALY)	HEALY EVR PHASE II	90913703	05/13/2011	05/13/2013
ANTHONY	YOUNG	LOSS PREVENTION SYSTEMS	LPS 1-DAY TRAINING		05/20/2011	

FirstName	LastName	Seminar	CertificateName	Cert #	Begins	Expires
ANTHONY	YOUNG	OPW	OPW EVR (PHASE I)	6331	08/31/2011	08/31/2013
ANTHONY	YOUNG	OSHA	CONFINED SPACE	ETAC	10/19/2011	
ANTHONY	YOUNG	OSHA	OSHA - 40 hr HAZWOP	ETAC-32083	12/08/2011	
ANTHONY	YOUNG	OSHA	OSHA - 8hr HAZ REFRE	ETAC-32083	12/08/2011	12/08/2012
ANTHONY	YOUNG	OSHA	TRAFFIC CONTROL OPER		08/19/2011	08/19/2014
ANTHONY	YOUNG	PHIL-TITE ENTERPRISES	PHIL-TITE EVR (PHASE	90913703	05/13/2011	05/13/2013
BENJAMIN	SANCHEZ	AMERON	CERTIFIED TRAINED IN		07/28/2009	07/28/2012
BENJAMIN	SANCHEZ	API WORKSAFE	API SAFETY KEY	15188653	08/01/2011	08/14/2012
BENJAMIN	SANCHEZ	BRAVO	DOUBLE WALL & RETROF		12/29/2011	12/29/2013
BENJAMIN	SANCHEZ	CNI MANUFACTURE	CERTIFIED TRAINED IN	1667	10/22/2010	10/22/2012
BENJAMIN	SANCHEZ	DIVERSIFIED PRODUCTS	CERTIFIED TRAINED IN		06/24/2011	06/24/2014
BENJAMIN	SANCHEZ	FIBERGLASS SYSTEMS (SMITH, FIB	INSTALLATION CERTIFI		03/25/2010	03/25/2013
BENJAMIN	SANCHEZ	FIBRELITE COMPOSITES LTD	INSTALLATION CERTIFI	FLUS-000358	09/01/2010	09/01/2012
BENJAMIN	SANCHEZ	FLEX-ING	FLEX CONNECTOR INSTA	WPBM-1230	12/30/2011	12/30/2013
BENJAMIN	SANCHEZ	FORKLIFT SAFETY	TRAINING CERTIFICATE		12/04/2009	12/04/2012
BENJAMIN	SANCHEZ	FRANKLIN FUELING (HEALY)	HEALY EVR PHASE II	2937973761	07/16/2007	07/16/2009
BENJAMIN	SANCHEZ	JUR REMOTE ANNUNCIATOR	TRAINING CERTIFICATE		12/18/2011	12/18/2013
BENJAMIN	SANCHEZ	LOSS PREVENTION SYSTEMS	LPS 1-DAY TRAINING		05/14/2010	
BENJAMIN	SANCHEZ	OPW	OPW EVR (PHASE I)	6000	12/07/2010	12/07/2012
BENJAMIN	SANCHEZ	OPW	OPW FLEXWORKS		12/09/2010	12/09/2012
BENJAMIN	SANCHEZ	OSHA	CONFINED SPACE		10/19/2011	
BENJAMIN	SANCHEZ	OSHA	OSHA - 8hr HAZ REFRE		12/07/2011	12/07/2012
BENJAMIN	SANCHEZ	PHIL-TITE ENTERPRISES	PHIL-TITE EVR (PHASE	6673393702	03/20/2012	03/20/2014
JUAN	MARTINEZ	AMERON	CERTIFIED TRAINED IN		07/28/2009	07/28/2012
JUAN	MARTINEZ	API WORKSAFE	API SAFETY KEY	96556176	03/08/2012	03/17/2013
JUAN	MARTINEZ	BLUE LINE TECHNOLOGIES	CERTIFIED TRAINED IN	CA-2341	03/11/2011	03/11/2013
JUAN	MARTINEZ	BRAVO	DOUBLE WALL & RETROF		12/29/2011	12/29/2013
JUAN	MARTINEZ	CNI MANUFACTURE	CERTIFIED TRAINED IN	1668	10/22/2010	10/22/2012
JUAN	MARTINEZ	DIVERSIFIED PRODUCTS	CERTIFIED TRAINED IN		06/24/2011	06/24/2014
JUAN	MARTINEZ	FIBERGLASS SYSTEMS (SMITH, FIB	INSTALLATION CERTIFI		03/25/2010	03/25/2013
JUAN	MARTINEZ	FIBRELITE COMPOSITES LTD	INSTALLATION CERTIFI	FLUS-000356	09/01/2010	09/01/2012
JUAN	MARTINEZ	FIRST AID	TRAINING CERTIFICATE		08/22/2009	08/22/2012
JUAN	MARTINEZ	FLEX-ING	FLEX CONNECTOR INSTA	WPJM-1230	12/30/2011	12/30/2013
JUAN	MARTINEZ	FORKLIFT SAFETY	TRAINING CERTIFICATE		12/04/2009	12/04/2012
JUAN	MARTINEZ	JUR REMOTE ANNUNCIATOR	TRAINING CERTIFICATE		12/18/2011	12/18/2013
JUAN	MARTINEZ	OPW	OPW EVR (PHASE I)	5998	12/07/2010	12/07/2012
JUAN	MARTINEZ	OSHA	CONFINED SPACE		10/19/2011	
JUAN	MARTINEZ	OSHA	OSHA - 8hr HAZ REFRE		12/05/2011	12/05/2012
JUAN	MARTINEZ	PHIL-TITE ENTERPRISES	PHIL-TITE EVR (PHASE	1258763762	03/19/2009	03/19/2011
JUAN	MARTINEZ	WESTERN FIBERGLASS	TRAINING CERTIFICATE	SINGLE	09/24/2010	09/24/2012

*Brandon*

energy



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### Examination

The Safety Key is valid for one year from the date of successful completion of the program.

PRINT SAFETY KEY/CERTIFICATE

 <b>Safety Key</b> <b>Name</b> <u>BRANDON SMITH</u> <b>Company</b> <u>Wayne Parry Incorporated</u> <b>Completed</b> <u>20-Jun-11</u> <b>Expires</b> <u>20-Jun-12</u>	Key # <u>60007768</u>	<div style="border: 1px dashed black; width: 80px; height: 60px; margin: 0 auto; text-align: center; padding: 5px;">Optional Photo</div> <p>I acknowledge that I have personally completed the API WorkSafe training</p> <p><b>Signature</b> <u><i>Brandon Smith</i></u></p> <p><b>Date</b> <u>6-20-11</u></p>
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