

Council Meeting
May 20, 2008

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

Members of the Council:

SUBJECT: General Services - Award a contract with TaFoya & Associates, Inc. for underground tank removal at FS #2 and FS #6 (B2008-13). Expenditure; \$46,235

RECOMMENDATION

Recommendation of the General Services Director that City Council award a contract to TaFoya & Associates Inc. for \$39,271.00 with a 5% contingency of \$1,964 for the removal of underground fuel tanks at Fire Station #2 and Fire Station #6 (FEAP #445) and approve \$5,000 for engineering services.

FUNDING

Funding is available in FEAP #445- Underground Storage Tank Upgrade

BACKGROUND

The regulations governing underground storage tank systems have become increasingly complex and stringent over the past few years. As a result some of the City's systems are no longer in compliance with current regulations. Other fuel systems were installed when underground tanks were just beginning to be regulated, so while they may comply with current laws, they do not function well. The expense incurred with ongoing testing & certification of underground tanks, the frequent repairs necessary to outdated systems, and the lost opportunity costs of systems out of order for extended periods of time warranted a thorough renovation and upgrade of the City's underground storage tank systems.

The first of several projects under this F.E.A.P. (Facilities, Equipment Acquisition Program) project #445 will be to remove underground fuel tanks at Fire Station #2 and Fire Station #6. The tank at Fire Station #2 was taken out of service approximately 10 years prior as it did not meet current requirements. Tanks at Fire Station #6 would require very extensive and costly work in order to bring them into compliance.

ANALYSIS

Staff prepared the specifications and formally bid the project (B2008-13) and received the following bids on April 24, 2008.

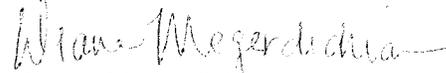
Encon Technologies, Inc.	\$33,420*
Tafoya & Associates	\$39,271
HVN Environmental Services Co.	\$48,900
Fleming Environmental, Inc.	\$59,889
Charles E. Thomas Company	\$62,206

* Bidder did not provide the required certifications as specified in the bid and therefore the bid was incomplete and non-responsive.

Staff reviewed Tafoya & Associates' bid proposal, their licensing, references and familiarity with projects of the same scope and size. Therefore, the General Services Director recommend the City Council award a contract to Tafoya & Associates for \$39,271 with a 5% contingency for the removal of the underground fuel storage tanks at Fire Station #2 and Fire Station #6 (FEAP #445).

Respectfully submitted,

SHERYL BALLEW
General Services Director



By Diane Megerdichian
Business Manager

CONCUR:



Sheryl Ballew
General Services Director



LeRoy J. Jackson
City Manager

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of May 20, 2008, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Tafoya & Associates, 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 specifications prepared by the City of Torrance for removal of underground fuel tanks at Torrance Fire Stations #2 and #6;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the Removal of Underground Fuel Storage Tanks at Torrance Fire Stations #2 and #6, Notice Inviting Bids No. **2008-13** (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 the 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 \$ 39,271 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**

Tom Kelly, Project Coordinator, 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:

Eddie Tafoya
Brent Dutton

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 insured 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 insured 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: Tafoya & Associates
15471 Red Barn Ct
Chino Hills, CA 91709

FAX 909-606-6324

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

Tafoya & Associates

A California Corporation

Frank Scotto, Mayor

By: _____
Eddie Tafoya
President

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Deputy City Attorney
Attachments: Exhibit A: Bid

EXHIBIT A

Bid

[To be attached]

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2008-13

Bid to Remove Underground Fuel Storage Tanks
At Torrance Fire Stations #2 and #6

SECTION III BID PROPOSAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE BID.

In accordance with your "Invitation to Bid", the following bid proposal is submitted to the City of Torrance.

Bid Proposal Submitted By:

TAFUYA & ASSOCIATES
Name of Company

15471 RED BARN CT
Address

CHINO HILLS CA 91709
City/State/Zip Code

EDDIE TAFUYA, PRESIDENT
Printed Name/Title

909-606-6322 FAX: 909-606-6324
Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation Partnership _____ Sole Proprietorship _____

Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

17 Years

If less than three (3) years and your company was in business under a different name, what was that name?

Contractor's License No.: 631479 Class: A HAZ

- a. Date first obtained: October 31, 1991
- b. Has License ever been suspended or revoked? No
If yes, describe when and why: _____
- c. Any current claims against License or Bond? No
If yes, describe claims: _____

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information:

EDDIE TAFOLA
Name

PRESIDENT
Title

909-606-6322 FAX: 909-606-6324
Telephone Number/Fax Number

Addenda Received:

Please indicate addenda information you have received regarding this bid:

Addendum No. <u>1</u>	Date Received: <u>APRIL 16, 2008</u>
Addendum No. <u> </u>	Date Received: <u> </u>
Addendum No. <u> </u>	Date Received: <u> </u>
Addendum No. <u> </u>	Date Received: <u> </u>

 No Addenda received regarding this bid.

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 for Public Works Construction.

Name Under Which Subcontractor is Licensed: NIETO AND SONS TRUCKING

License Number: 673912

Address of Office, Mill or Shop: Box 760 YORBA LINDA CA 92895

Percentage of Total Contract 13%

Specific Description of Sub-Contract: TRIPLE RINSING OF GASOLINE TANK AND HAULING AND DISPOSING OF ALL TANKS.

Name Under Which Subcontractor is Licensed:

License Number:

Address of Office, Mill or Shop:

Percentage of Total Contract

Specific Description of Sub-Contract:

Name Under Which Subcontractor is Licensed:

License Number:

Address of Office, Mill or Shop:

Percentage of Total Contract

Specific Description of Sub-Contract:

Name Under Which Subcontractor is Licensed:

License Number:

Address of Office, Mill or Shop:

Percentage of Total Contract

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): CITY OF LA MIRADA
 Address: 15677 PHOEBE AVE, LA MIRADA CA 90638
 Contact Person: GARY S Telephone No.: 562 702 2373
 Title of Project: LEAD TANK REMOVAL
 Project Location: CITY YARD
 Date of Completion MARCH 2007 Contract Amount: \$ 55,000
2. Name(Firm/Agency): CITY OF STANTON
 Address: 7800 KATELLA AVE, STANTON CA
 Contact Person: SEAN CRUMBY Telephone No.: 714-379-9222
 Title of Project: REMOVAL OF UST AT SHERIFF STATION
 Project Location: C.C. SHERIFF STATION, 1100 CEDAR ST, STANTON
 Date of Completion APRIL 2008 Contract Amount: \$ 50,000
3. Name(Firm/Agency): CITY OF SAN MARINO
 Address: 2200 HUNTINGTON DR, SAN MARINO CA
 Contact Person: CHUCK RICHEY Telephone No.: 626 300 0793
 Title of Project: TANK REMOVAL
 Project Location: CITY HALL MAINTENANCE AREA
 Date of Completion JUNE 2007 Contract Amount: \$ 15,000
4. Name(Firm/Agency): CITY OF ORANGE
 Address: 300 E. CHAPMAN AVE, ORANGE CA
 Contact Person: ALAN TRUONG Telephone No.: 714-744-5548
 Title of Project: CITY OF ORANGE - CORPORATE UPGRADES
 Project Location: CITY HALL AREA
 Date of Completion FEB. 2007 Contract Amount: \$ 215,000

Costs:

Fire Station #2 at 25135 Robinson Way
 • Removal of underground storage tank & related systems \$ 15,960.50

Torrance Fire Station #6, 21401 Del Amo Circle
 • Removal of two (2) underground storage tanks & related systems \$ 21,610.50

Other Costs (please itemize)

PLANS / OBTAIN PERMITS \$ 500.00

BONDING \$ 1,200.00

_____ \$ _____

_____ \$ _____

Grand Total \$ 39,271.00

Submittals:

Bidder shall complete each item with either a check mark to indicate that the item being bid is exactly as specified, or enter a description in the Bidder's comments column to indicate any deviation from the specifications of the item being bid.

Please indicate that the following are included with your bid:

Submittal Requirements	Check here if included:
Itemized cost proposal (Section III)	✓
Bidder's Affidavit (Attachment 1)	✓
Bid Bond (Attachment 2)	✓
Copies of required licenses and certifications	✓
Addenda to the Bid (if issued)	✓

STATE OF CALIFORNIA

BIDDER'S AFFIDAVIT

COUNTY OF LOS ANGELES

EDDIE TAFOYA being first duly sworn, deposes and says:

1. That he/she is the PRESIDENT of TAFOYA & ASSOCIATES
(Title of Office) (Name of Company)

hereinafter called "Bidder", who has submitted to the City of Torrance a bid for

BID TO REMOVE UNDERGROUND FUEL STORAGE TANKS AT FIRE STATIONS #2 AND #6;
(Title of BID)

- 2. That the bid is genuine; that the same is not sham; that all statements of fact in the bid are true;
- 3. That the bid was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
- 4. That the Bidder did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham bid, to refrain from proposing, or to withdraw his bid, to raise or fix the bid price of the Bidder or of anyone else, or to raise or fix any overhead, profit or cost element of the Bidder'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 of any other Bidder, or anyone else interested in the proposed purchase order;
- 5. That the Bidder has not in any other 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 purchase order;
- 6. That the Bidder has not accepted any bid from any sub purchase order or material man through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Bidder from considering any bid from any sub purchase order or material man, which is not processed through that bid depository, or which prevent any sub purchase order or material man from proposing to any purchase order or who does not use the facilities of or accept bids from or through such bid depository;
- 7. That the Bidder did not, directly or indirectly, submit the Bidder'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 Bidder in its business.
- 8. That the Bidder has not been debarred from participation in any state, federal or public works project.

Dated this 22 day of APRIL, 2008

EDDIE TAFOYA
(Bidder Signature)

PRESIDENT
(Title)

Attachment 2

BID BOND

B 2008-13

KNOW ALL MEN BY THESE PRESENTS: That we, TAFOYA & ASSOCIATES, INC.

As principal, and LINCOLN GENERAL INSURANCE COMPANY

as sureties, are held and firmly bound unto the City of Torrance, State of California, in the penal sum of TEN PERCENT OF BID AMOUNT dollars (\$ 10%), for the payment whereof we hereby bind ourselves, our successors, heirs, executors or administrators jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas the above bonded principal is about to file with and submit to the City of Torrance a bid or proposal for the performance of certain work as required in the City of Torrance, Project No. B 2008 -13 said work being:

Bid for Removal of Underground Fuel Storage Tanks at Torrance Fire Stations #2 and #6

and in compliance with the specifications therefore under an Invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of the said principal shall be accepted and if the said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

WITNESS our hands this 18TH day of APRIL, 20 08.

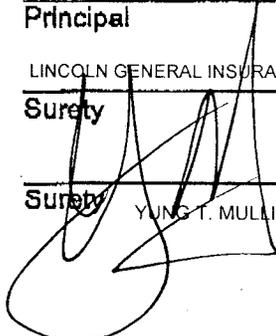
TAFOYA & ASSOCIATES, INC.

Principal

LINCOLN GENERAL INSURANCE COMPANY

Surety

Surety YUNG T. MULLICK, ATTORNEY-IN-FACT



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 4/18/08

Date

before me,

LOLA DICKINSON, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared

YUNG T. MULLICK, ATTORNEY-IN-FACT

Name(s) of Signer(s)

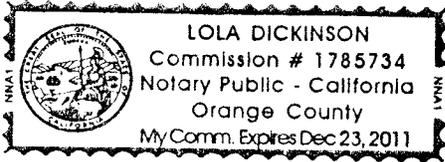
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

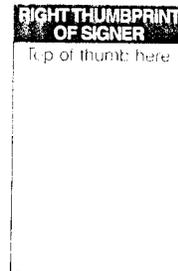
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



LINCOLN GENERAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Lincoln General Insurance Company, organized and existing by virtue of the Laws of the Commonwealth of Pennsylvania, does hereby nominate, constitute and appoint:

Yung T. Mullick, James W. Moilanen, Jennifer C. Giboney

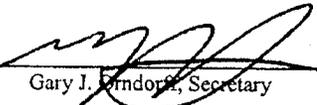
its true and lawful attorney(s)-in-fact to sign, seal and execute for and on its behalf, as surety, bonds, undertakings, and other obligatory instruments of similar nature in an amount not to exceed **Three Million Dollars (\$3,000,000)** and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation, and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

RESOLVED that this Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the Board of Directors of Lincoln General Insurance Company on the 4th day of September, 2002.

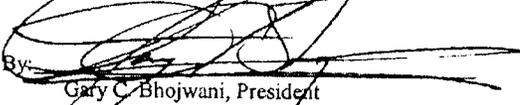
RESOLVED that the President, an Executive or Senior Vice President, or any Vice President of the Company, together with the Secretary or any Assistant Secretary are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER that the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying.

IN WITNESS WHEREOF, Lincoln General Insurance Company has caused its corporate seal to be affixed, and these presents to be signed by its duly authorized officers this 4th day of September, 2002.

Attest: 
Gary J. Orndorff, Secretary

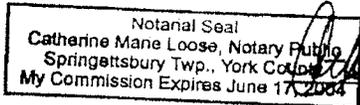


By: 
Gary C. Bhojwani, President

The Commonwealth of Pennsylvania
York County

On this 4th day of September, 2002, before me personally came Gary C. Bhojwani, to me known, who being duly sworn, did depose and say: that he is the President of the Corporation recited in and which executed the above instrument: that he knows the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Company; and that he executed the said instrument by like order and authority and the same was his free act and deed.

The Commonwealth of Pennsylvania
York County

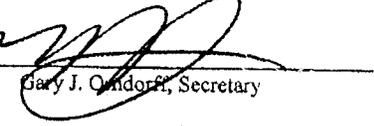



Catherine Mane Loose
Notary Public

I, Gary Orndorff, Secretary of Lincoln General Insurance Company, a corporation of the Commonwealth of Pennsylvania do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at York, Pennsylvania, this 18th day of APRIL, 2008




Gary J. Orndorff, Secretary

ADDENDUM #1

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2008-13

Bid to Remove Underground Fuel Storage Tanks at Torrance Fire Stations #2 and #6

ADDENDUM # 1

THE FOLLOWING CHANGES ARE HEREBY INCORPORATED INTO AND MADE A MANDATORY PART OF SUBJECT BID:

BID OPENING REMAINS: THURSDAY, APRIL 24, 2008

CLARIFICATIONS:

- Contractor may perform the removal of the tanks at both sites concurrently.
- If a subcontractor is to perform the tank removal work, the subcontractor must have all of the proper certifications and license as outlined in the specifications. Bidder's requirements remain unchanged.
- Contractor will need to pull a permit with the City's Building and Safety department for the grading, backfill and drainage. No fee for permits for City projects.

Unless a specific location is identified, the clarifications below pertain to both locations:

Soils tests

- o All soils tests to be full scan 8260B for TPHD, TPHG, BTEX, EDB, EDC, MTBE, TAME, ETBE, DIPE, and TBA
- o Tests to be performed by an Environmental Laboratory Accreditation Program (ELAP) certified lab

Alarm systems

- o Remove all related wiring up to the building
- o Cap and leave in place all conduit under the building
- o Disconnect, de-energize, and remove the Leak Alert alarm system control box
- o Remove all related conduit to grade level and cap and leave remaining conduit below grade.

Concrete Requirements

- o ~~Fire Station #2: Remove and replace 874 square feet of concrete~~
- o ~~Fire Station #6: Remove and replace 640 square feet of concrete~~ including an area now surfaced with asphalt at the NW edge of the pad.
- o Concrete to reach a 3000 PSI. City will have independent concrete testing performed.
- o Assume the existing concrete has rebar which will need to be removed.
- o Remove concrete pad under the dispensers and associated bollards.
- o Concrete removal of the approximate square footage listed shall include sufficient base materials to allow for a minimum 8" compacted base to 95% compaction and a minimum 4" concrete slab.
- o Slab shall be reinforced with #4 rebar @ 24" o.c. each way raised a minimum of 1-1/2" from the bottom of the slab.
- o Concrete shall conform in elevation to adjacent surfaces and formed to drain to existing conditions.
- o Concrete finish shall match adjacent concrete finishes.
- o Control joints shall be cut into the slab within 24 hours of placement to a minimum depth of 1". Joints shall be patterned off inside corners and evenly spaced between outside corners defining areas not to exceed 64 sq. ft.

Material Removal

- o Remove all product-containing piping.
- o Remove vent pipes, which includes sawcutting, removal and replacement of asphalt and concrete.
- o Electrical conduit to the building may remain in-place, but the wiring will need to be pulled.
- o Fire Station #6- Remove emergency shut off switch conduits to grade level and cap and leave remaining conduit below grade and remove the wiring.
- o Fire Station #2- Remove conduit and wiring to emergency shut off switches.
- o Remove fuel dispensers.

Unauthorized Release/Leak Contaminated Site form

- o Contractor shall notify City immediately if such a condition is found; City will make all further notifications

By Order Of

Diane Megerdichian
 Diane Megerdichian
 Business Manager

April 16, 2008

Please return this addendum with your bid proposal.

I hereby acknowledge receipt of this addendum.

TADYA & ASSOCIATES

Name of Company

1571 RED BARN CT.

Address

CHINO HILLS CA 91709

City State Zip Code

STATE OF CALIFORNIA
STATE AND CONSUMER SERVICES AGENCY

CONTRACTORS STATE LICENSE BOARD



Building Quality



HAZARDOUS SUBSTANCES REMOVAL AND REMEDIAL ACTIONS CERTIFICATION

Pursuant to the provisions of Section 7058.7 of the Business and Professions Code, the Registrar of Contractors does hereby certify that the following qualifying person has successfully completed the hazardous substances removal and remedial actions examination.



Qualifier: Eddit Ray Tafoya

License No.: 631479

Business Name: Eddie Ray Tafoya

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

Eddie R. Tafoya
Registrar of Contractors

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

INTERNATIONAL CODE COUNCIL



EDDIE R TAFOYA

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

UST INSTALLATION/RETROFITTING

given this day of March 29, 2007

Walter R. Buehler

Walter R. Buehler

Secretary, International Code Council

5251 098 U I

Certificate Number



INTERNATIONAL
CODE COUNCIL

1700 North
17th Street, N.W.
Washington, D.C. 20036

State of California

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

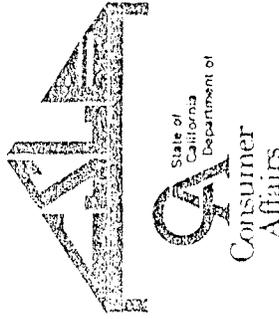
EDDIE TAFOYA

to engage in the business or act in the capacity of a contractor in the following classification(s):

A - GENERAL ENGINEERING CONTRACTOR

Witness my hand and seal this day,
December 5, 1991

Issued October 31, 1991



[Signature]
Registrar of Contractors

David R. Phillips
Registrar of Contractors

631479

License Number

This license is the property of the Registrar of Contractors. It is not transferable and shall be returned to the Registrar upon demand when suspended, revoked or invalidated for any reason. It becomes void if not renewed.

Signature of License Qualifier

Signature of Licensee

Certificate of Completion

HAZARDOUS WASTE OPERATIONS AND
EMERGENCY RESPONSE
HAZWOPER

EDDIE R. TAFOYA

Has completed the 8-Hour OSHA Hazardous Waste Operations and
Emergency Response training course required by 29 CFR 1910.120, and
CCR Title 8, 5192.

March 27, 2003

Date

B. W. Feldman

Instructor



EDDIE R TAFOYA
UNDERGROUND STORAGE TANK
INSTALLATION/RETROFITTING

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

Expiration date: **March 29, 2009**

No. **5251998-U1**

Not valid unless signed by certificate holder.

ICC certification attests to competent knowledge of codes and standards.



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **601479**

Entry **INDIV**

Business Name **TAFOYA ASSOCIATES**

Classification(s) **A HAZ**

Expiration Date **10/31/2009**



TMG Training Institute

TMG Training Institute

Certificate



Completion

This certificate awarded to

Ronnie Robriguez

For the successful completion of

8 Hour HAZWOPER Refresher

Lock-Out/Tag-Out, Confined Space Entry

8 Hour Hazardous Waste Operations and Emergency Response refresher training

CFR 29, 1910.120(a) thru (d) & (f) thru (k).

June 2, 2007

Paul Martin Instructor

562356256

TMG Training Institute