

Council Meeting  
October 21, 2008

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

**Members of the Council:**

**SUBJECT:** General Services- Contract for Underground Fuel Tanks Modifications and Testing at Fire Station #3 and Fire Station #4 Expenditure: \$ 141,680

**RECOMMENDATION**

Recommendation of the General Services Director that the City Council  
1) Award a contract with Tafoya & Associates, Inc. for \$123,200 with a 5% contingency of \$6,160 for the modifications, repairs, equipment replacement, and SB989 testing for the underground fuel tanks at Fire Station #3 and Fire Station #4 (FEAP #445).  
2) Approve a 10% project management fee of \$12,320.

**FUNDING** Funding is available in FEAP 445- Underground Fuel Tank Upgrades

**BACKGROUND/ANAYLSIS**

New State regulations require than all underground fuel tanks containing gasoline be retrofitted to include an Enhanced Vapor Recovery system (EVRII) by April 9, 2009. Due to the cost to retrofit a gasoline tank with EVRII technology, City staff evaluated the need to continue to operate various low use tanks throughout the City. As a result of this review and after consultation with the users of these tanks it was recommended to remove gasoline tanks at Fire Station #2 and #6, and to convert gasoline tanks at Fire Stations #3 and #4 for diesel fuel. Diesel fuel does not have the same stringent requirements as gasoline and is used by both the Fire Apparatus and Paramedic units. The Fire Department, user of these tanks, has concurred with this recommendation for removal and conversion. Fire Department vehicles and equipment using gasoline products at these stations will be fueled at the City Yard or City Airport.

Staff formally bid the project (B2008-35), to convert gasoline tanks at Fire Stations #3 and #4 for diesel fuel. The following bids were received:

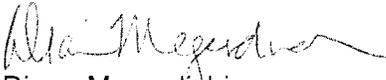
Tafoya and Associates, Inc.	\$123,200
Fleming Environmental, Inc.	\$159,486
TLM Petro Labor Force, Inc.	\$193,170

Staff has recently worked with Tafoya and Associates, Inc. on the underground tank removal at Fire Station #2 and Fire Station #6 and was satisfied with their performance. Staff also reviewed Tafoya and Associates' bid, the certifications, licenses, and references.

The General Services Director recommends Council award a contract to Tafoya and Associates, Inc. for \$123,200 with a 5% contingency of \$6,160 for the modifications, repairs, equipment replacement, and SB989 testing of the underground fuel tanks at Fire Station #3 and Fire Station #4. Funding is available in FEAP 445- Underground Fuel Tank Upgrades.

Respectfully submitted,

SHERYL BALLEW  
General Services Director

  
By Diane Megerdichian  
Business Manager

CONCUR:

  
Sheryl Ballew  
General Services Director

  
LeRoy J. Jackson  
City Manager

Attachment A: Tafoya and Associates, Inc. Contract

## CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of October 21, 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 underground storage tank repairs, modifications, equipment replacement and testing at Fire Station #3 and Fire Station #4;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids to Perform UST System Repairs, Modifications, Equipment Replacement and SB989 Tank Testing at Torrance Fire Stations #3 and #4, Notice Inviting Bids No. **B2008-35** (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 \$ 123,200 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. B2008-35

**Bid to Perform UST System Repairs, Modifications, Equipment Replacement and  
SB989 Tank Testing at Torrance Fire Stations #3 & #4**

**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:**

TAFOLA & ASSOCIATES  
Name of Company

15471 RED BARN CT.  
Address

CHINO HILLS CA 91709  
City/State/Zip Code

EDDIE TAFOLA 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.: 031479 Class: A, HAZ

a. Date first obtained: 10-31-91

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 TAFOYA  
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>8-21-08</u>
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____

\_\_\_\_\_ 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. If a subcontractor is to perform any part of the job, the subcontractor must have all of the proper certifications and license as outlined in the specifications.

Name Under Which Subcontractor is Licensed: BRAOBUERNE, BRILLER & JOHANSON, LLC

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

Address of Office, Mill or Shop: 8418 PINELAKE DRIVE, SUITE G, WEST HILLS CA 91304

Percentage of Total Contract 4%

Specific Description of Sub-Contract: SOIL TESTING AND REPORTING IF REQUIRED.

Name Under Which Subcontractor is Licensed: NIETO AND SONS TRUCKING, INC.

License Number: 673912

Address of Office, Mill or Shop: 1281 BREA CANYON RD. BREA CA 92821

Percentage of Total Contract 4%

Specific Description of Sub-Contract: TRIPLE RINSING OF TANKS TO CONVERT TO DIESEL.

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 ORANGE  
 Address: 300 E. CHAPMAN, ORANGE CA 92866  
 Contact Person: ALAN TRUONG Telephone No.: 714-744-5568  
 Title of Project: CITY OF ORANGE-CORPORATE UPGRADES  
 Project Location: ORANGE  
 Date of Completion 2-27-07 Contract Amount: \$ 275,000
2. Name(Firm/Agency): CITY OF LA MIRADA  
 Address: 15677 PHOEBE AVE  
 Contact Person: GARY S. Telephone No.: 909-902-2373  
 Title of Project: UST TANK REMOVAL  
 Project Location: LA MIRADA  
 Date of Completion 3/07 Contract Amount: \$ 55,000
3. Name(Firm/Agency): CITY OF CHINO HILLS  
 Address: 2000 GRAND AV, CHINO HILLS CA 91709  
 Contact Person: TAD GARRETY Telephone No.: 909-364-2807  
 Title of Project: NUMEROUS PROJECTS  
 Project Location: CITY OF CHINO HILLS  
 Date of Completion 3/05 - 9/05 Contract Amount: \$ 225,000
4. 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: UST-TANK REMOVAL  
 Project Location: SAN MARINO  
 Date of Completion 6/07 Contract Amount: \$ 15,000

**Costs:**

Fire Station #3 at 3535 182<sup>nd</sup> Street  
 UST System Repairs (incl. initial testing) \$ 7,000  
 Tank & system conversion for storage of Diesel fuel \$ 6,600  
 Dispenser, installed \$ 9,000  
 Veeder-Root TLS350R Monitoring System, installed \$ 15,000  
 SB989 Testing \$ 2,000

Torrance Fire Station #4 at 5205 Calle Mayor  
 UST System Repairs \$ 9,000 *W*  
 Tank & system conversion for storage of Diesel fuel \$ 6,600  
 Dispenser, installed \$ 9,000  
 Veeder-Root TLS350R Monitoring System, installed \$ 15,000  
 SB989 Testing \$ 2,000

Other Costs (please itemize)

PLANS AND OBTAIN PERMITS \$ 2,000 *W*  
4 NEW CNI MANHOLES (3500ea) \$ 14,000  
CONCRETE \$ 8,000  
REMOVE (E) DISPENSERS & SOIL TEST \$ 18,000

Grand Total *ONE HUNDRED TWENTY THREE THOUSAND TWO HUNDRED DOLLARS* \$ 123,200.00

**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)	X
Bidder's Affidavit (Attachment 1)	X
Bid Bond (Attachment 2)	X
Copies of required licenses and certifications	X
Addenda to the Bid (if issued)	X

STATE OF CALIFORNIA  
BIDDER'S AFFIDAVIT  
COUNTY OF LOS ANGELES

Attachment 1

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 PERFORM UST SYSTEM REPAIRS, MODIFICATIONS, EQUIPMENT;  
REPLACEMENT AND SB989 TANK TESTING AT F.S. #3 + 4.  
(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 21 day of AUGUST, 2008

[Signature]  
(Bidder Signature)

PRESIDENT  
(Title)

<b>ADDENDUM #1</b>
--------------------

CITY OF TORRANCE  
3031 Torrance Blvd.  
Torrance, CA 90503

BID NO. B2008-35

---

**Bid to Perform UST System Repairs, Modifications, Equipment Replacement and  
SB989 Tank Testing at Torrance Fire Stations #3 & #4**

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ADDENDUM # 1

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

**BID OPENING REMAINS: THURSDAY, August 28, 2008**

Unless a specific location is identified, the information below pertains to both locations:

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.
- Diesel generator fueled by existing diesel tank; leave supply & return lines as they are.
- Tanks are not to be manifolded together
- Page 8: Materials Specifications apply to both sites
- Vapor vent pipes do not need to be double-wall
- Page 9: Hazardous Waste is exclusive of contaminated soil or groundwater
- Triple rinse NL vapor line and leave in-place; do not cap

CHANGE:

- Dispensers to be Gasboy Model #9152KTW2 with options as listed in Bid

ADD:

- CNI Manufacturing E/Z-Lift manholes with Cam-Loks (See <http://www.cni-mfg.com/page7.htm>)
- Triple rinse NL tanks to prep for storage of bio-diesel fuel (B20); purge lines after rinse and drum wastewater for disposal by City.
- Site maps will be provided to successful bidder.
- At each location, install an explosion-proof electrical junction box and fittings for wiring to/from dispenser & building. (See info below)

FIRE STATION #3- CLARIFICATIONS

- Unleaded "W" is the west tank; Diesel "E" is the east tank
- There exists no available conduit from the dispenser to the building; bidder shall sawcut, lay conduit and connect as appropriate.
- Remove and replace entire concrete slab over tanks

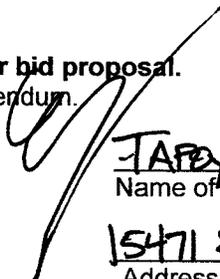
FIRE STATION #4 CLARIFICATIONS

- Unleaded "W" is the west tank; Diesel "E" is the east tank
- Only the currently-used conduit is functional; the open conduit appears to be blocked or broken approx. 20' from the dispenser. If that existing conduit can be used, bidder shall do so. Otherwise, bidder shall remove blockage or replace conduit, as necessary.

August 21, 2008

**Please return this addendum with your bid proposal.**

I hereby acknowledge receipt of this addendum.

  
JARVA & ASSOCIATES  
 Name of Company  
15471 RED BARN CT.  
 Address  
OHINO HIUS CA 91709  
 City State Zip Code

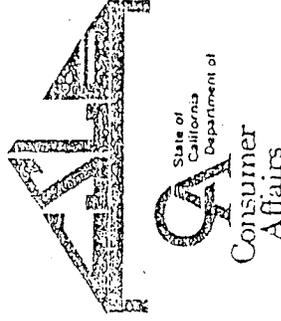
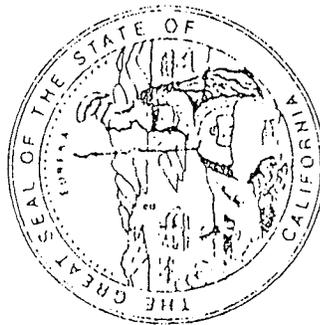
# State of California Contractors State License Board

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**

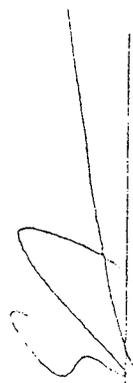
to engage in the business or act in the capacity of a contractor in the following classification(s):

**A - GENERAL ENGINEERING CONTRACTOR**



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

Issued October 31, 1991

  
\_\_\_\_\_  
Registrar of Contractors

Signature of Licensee

Signature of License Qualifier

631479

License Number

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



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



Consumer  
Affinity

License Number **601479**

Business Name **TAFOYA ASSOCIATES**

Entry **INDIV**

Classification(s) **A HAZ**

Expiration Date **10/31/2009**



**VEEDER-ROOT Certification**

Name Eddie Tafoya

Signature \_\_\_\_\_

Certification # 006-06-1106

Certification Level\* 1

Certification Date 07/14/2004

\* See Reverse Side for Explanation of Levels

**CERTIFICATE OF COMPLETION  
8-Hour HAZWOPER Course**

**EDDIE R. TAFOYA**

**N9711485      March 27, 2003**

**Drivers Lic. No.      Date**

*Bruce Feldner*

**Training Instructor**

STATE OF CALIFORNIA  
STATE AND CONSUMER SERVICES AGENCY

CONTRACTORS STATE LICENSE BOARD

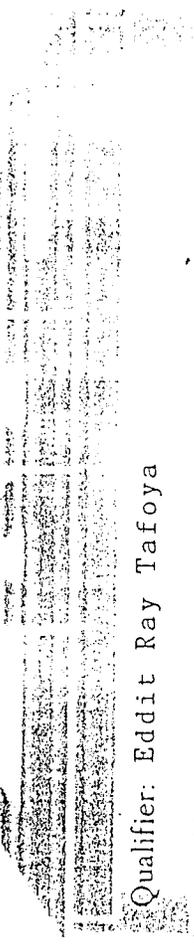


*Building Quality*



# 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.

LSL 36 (12-91)

# INTERNATIONAL CODE COUNCIL

## EDDIE R TAFOYA

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

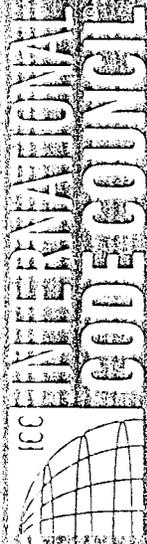
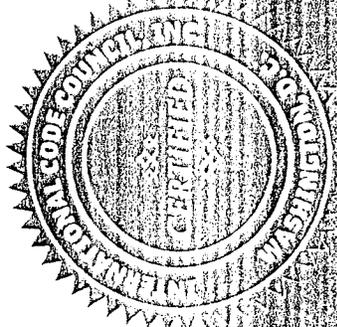
### California UST System Operator

Given this day of April 22, 2008

Certificate No. 5251998-UC

*Steven Shapiro*  
Steven I. Shapiro  
President, Board of Directors

*Richard P. Weiland*  
Richard P. Weiland  
Chief Executive Officer



# INTERNATIONAL CODE COUNCIL

## EDDIE R TAFOYA

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

### Vapor Recovery System Installation and Repair

Given this day of May 7, 2008

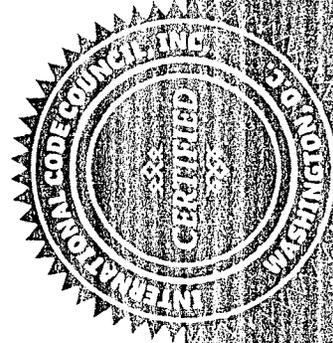
Certificate No. 5251998-VI

*Steven Shapiro*

Steven I. Shapiro  
President, Board of Directors

*Richard P. Weiland*

Richard P. Weiland  
Chief Executive Officer



# INTERNATIONAL CODE COUNCIL

EDDIE R TAFOYA

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

## UST INSTALLATION/RETROFITTING

*given this day of March 29, 2007*



Wally Bailey

President, ICC Board of Directors



Richard P. Weiland

ICC Chief Executive Officer



This certificate is the property of ICC and must be returned to ICC upon request.

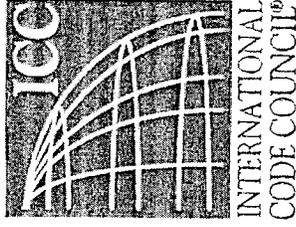
# INTERNATIONAL CODE COUNCIL

TERRY K CARBERRY

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

**CALIFORNIA UST SERVICE TECHNICIAN**

*given this day of January 6, 2007*



5252051-UT  
Certificate Number

*Wally Bailey*

Wally Bailey  
President, ICC Board of Directors

*Richard P. Weiland*

Richard P. Weiland  
ICC Chief Executive Officer

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

Attestation No. E 00852

Eddie Tafoya



Chino Hills, CA

Attended Installation Training for

EVR PHASE 1 By OPW

Date 7/10/2007

Dist. Mgr.:

Tim Hughes



Reference : CNI, Phase I EVR System Training

March 18, 2007

To whom it may concern,

This letter is to establish that the following individuals for said company have participated and completed the CNI EVR installation training class.

Tafoya & Associates  
 15471 Central Ave.  
 Chino, CA. 91710

1. Joel Meza, #0550
2. Julio Silva, #0551
3. Carmelo Vazquez, #0552

Thanks.

Toby Argandona  
 CNI Manufacturing

**Fiber Glass Systems** 

STAR • SMITH • FIBERCAST

May 2, 2006

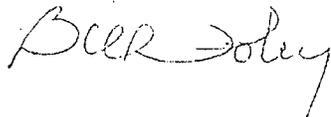
Mr. Eddie Tafoya  
Tafoya & Associates  
15471 Central Ave  
Chino Hills, CA 91710

On May 2, 2006 the following employees of Jauregui and Culver completed bonder training as set forth in Fiber Glass Systems Total Quality Installation Program for the installation of UL listed Red Thread® IIA primary and secondary containment piping systems.

Eddie Tafoya  
Julio Silva

The cards verifying this completed bonder training will be mailed under separate cover within 5 working days of this letter. A copy of this record of attendance will be kept on file at Smith Fibercast.

Renewal of this bonder training is recommended every three years.



Bill Foley  
Western Regional Manager  
13601 N Walking Y Lane  
Prescott, AZ 86305  
bill.foley@nov.com  
928-899-1462

# 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, 519?

March 27, 2003

Date

*B. Magolda*  
Instructor

# TRAINING CERTIFICATE

This certificate awarded to

Carlos Sanchez

For the completion of

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

NO. 626051273

Paul Martin

Instructor - Paul Martin

TMG Training Institute

TMG Training Institute

# Certificate



# Completion

This certificate awarded to

Ronnie Rodriguez

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

562356756

TMG Training Institute