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Proposal

To: COS- City of Costa Mesa 77 Fair Drive Costa Mesa CA 92628-1200
Job Name: COS- Costa Mesa FS#3 Job Location: 1865 Park Avenue Costa Mesa CA 92627

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REF# : 1160055
03/24/16
04:26 PM
Mike_McCarthy

ALL PROPOSALS SUBJECT TO MJK STANDARD PROPOSAL TERMS AND CONDITIONS

Item #	Description	Unit	Quantity	Unit Price	Amount
100	General Requirements	LS	1	\$6,711	\$6,711
200	Site Work	LS	1	\$8,853	\$8,853
300	Remove One 1,000 gallon UST	LS	1	\$9,341	\$9,341
400	Soil Samples	LS	1	\$6,705	\$6,705
500	Backfill & Repave	LS	1	\$15,993	\$15,993
600	Contract Close Out	LS	1	\$2,193	\$2,193
Total:					\$49,796

Notes:

Scope of Work:

1. Produce one plan, one permit application, and provide one permit fee, to pull one Orange County DEH CUPA permit to remove the tank.
2. Lock Out/Tag Out the power connections to the dispenser and monitoring system.
3. Remove the monitoring equipment from the tank top and UDC.
3. Disconnect, remove, and dispose of the dispenser.
4. Remove the conductors from the dispenser to the breaker panel.
5. Remove the monitor panel.
6. Remove the conductors for the monitor sensors back to the nearest junction box.
7. Remove the tank top equipment and risers.
8. Saw cut, break out, remove, and dispose of the tank top, dispenser island, and piping run concrete.
9. Excavate the tank and piping. Excavated backfill to be stockpiled onsite until profiled for disposal. Separate disposal charges will apply, over and above this proposal price.
10. Triple rinse and remove the supply, and vent piping. Remove the vent stack from the side of the outbuilding.
11. Triple rinse, declare clean, remove, transport, and destroy the 1,000 gallon diesel underground storage tank.
12. Take up to five soil samples.

Proposal

Continued

03/24/16

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<i>Item #</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
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13. Backfill, compact, and re-pave the excavated area with 6" asphalt. Approximately 234 square feet will be re-paved. If over excavation becomes necessary, additional excavation and paving costs will apply.

14. Provide close out package including, certificate of destruction, soils report, and permit closure documents.

Additional Notes:

Soil samples will be taken at the direction of the Orange County DEH CUPA inspector. Up to 5 samples will be taken using EPA method 5035. Transport of soil samples will be made under "Chain of Custody" documentation to a State of California Certified Laboratory for analysis of the soil samples for total petroleum hydrocarbons in accordance with EPA methods 8015m and 8260B as required. A soil sample report will be prepared, stamped, and approved by a Registered Geologist and submitted to the Local Implementing Agency. A copy of the report will be provided for the customer in the close out package.

MJK will triple rinse the fuel piping prior to dismantling and disposing of them. The tank will be triple rinsed prior to removal, this process includes up to 50 gallons of rinsate with up to 8% solids. The tank will be pumped down to 2" remaining in tanks prior to cleaning. Gallons of rinsate in excess of those quoted will be billed at \$2.33 per gallon, Gasoline Surcharge (over 2" remaining) will be billed at \$2.33 per gallon. Solids Surcharge in excess of 8% will be billed at \$349.80/bbl.

Costs not included in this proposal:

A. Landscaping.

B. Concrete pavement.

C. Building and Safety, Planning Department, or electrical permit fees and acquisition. The cost of these permits, if necessary, will be billed on a cost plus basis.

D. Additional permitting, beyond what is specifically described in this scope of work. Fees in arrears owed by the client, or special permit requirements in addition to those quoted, will be billed on a cost plus basis.

E. CERS registration.

F. Street plates.

G. Removal of contaminated soil. Removal of contaminated soil encountered during the course of the project will be billed at the applicable labor and equipment rates.

H. Encounter of underground water, unidentified structures, excessive rock or contaminated soil.

I. Damage to unidentified utilities not identified by Underground Alert or property owner, such as sewer, electrical, gas, or water lines, etc.

J. Soil samples in excess of the five quoted. Additional soil samples, if required, will be billed on a cost plus basis.

K. Damage to existing ground cover including concrete and asphalt caused by the normal execution of the work.

L. Repair or replacement of any equipment, parts, or materials not specifically listed in this proposal.

M. Regulatory directives not specifically addressed in this proposal.

N. Bonding. If bonding should become necessary it will be billed at 4%.

O. Third party inspections, special inspections, or deputy inspections.

STANDARD PROPOSAL TERMS AND CONDITIONS

All proposals, quotes and estimates published by MJK Construction, Inc (MJK), are submitted under the following **Standard Proposal Terms and Conditions** (hereafter referred to as SPTC's). Nothing in the proposal documents, bid documents, and/or solicitation materials, implied, or otherwise, shall supercede these SPTC's unless specifically addressed. Any deviation from the SPTC's shall be specifically identified, and the deviation from the SPTC's shall be specifically and clearly described. Should there be any discrepancy between bid documents and the SPTC's, SPTC's shall prevail.

1. PERMITS:

Permits, related fees, and labor to obtain those permits as specifically identified in the bid documents shall be provided. Permits, unless specifically identified in MJK's proposal documents shall be excluded, and shall be the responsibility of others.

2. REGULATORY DELAYS:

MJK is not responsible for any costs due to delays caused by regulatory agencies and/or entities having Federal, State, and/or Local jurisdiction over the work.

3. PLANS, SPECIFICATIONS, ENGINEERED DRAWINGS, SITE MAPS and SIMILAR:

All plans, specifications, engineered drawings, site maps and other similar type documentation and related costs are specifically excluded unless specified otherwise. MJK shall not be responsible for providing similar documentation. Contracting entity shall bear sole responsibility for providing all required and related documentation to MJK prior to proposal preparation. MJK shall not be responsible for requirements, provisions and/or any condition contained in documentation not provided to MJK prior to MJK's proposal submission.

Should the scope of work require that MJK submit pricing on plans, engineered drawings, site maps and/or similar type documentation, it shall be understood that this work will be subcontracted to appropriately certified professionals. MJK does not warrant the validity, accuracy, integrity, or regulatory compliance of such documentation prepared by others, and shall only warrant to the extent of the cost of development of such documentation. No other warranties are provided or implied.

MJK Construction, Inc. shall be presented with complete, and regulatory-approved plans not less than 10 working days prior to work start. Plans provided less than 10 working days prior to work start, shall entitle MJK to a corresponding number of days delay, without penalty to begin work.

4. SURVEY:

Survey, staking, grade marking and similar field-based identification methods are specifically excluded and shall be performed by others. MJK Construction, Inc. shall not warrant the accuracy of such services and/or activities as conducted by others, and any discrepancy or error in provided identifications shall be the sole responsibility of others. Any costs incurred, or costs to correct work by MJK Construction, Inc. as a result of errors by others, shall be charged at the applicable Costs plus markup of 10% overhead and 10% profit.

5. SPECIALIZED TESTING/INSPECTIONS:

Costs for specialized testing and/or inspections in addition to regulatory inspections required specifically for the work performed by MJK Construction, Inc. is excluded unless specified otherwise. This exclusion includes deputy inspections, concrete break tests, soils compaction testing, reinforcement testing and inspecting, mill certification of materials, and similar specialized testing and inspections.

6. UNDERGROUND OBSTRUCTIONS:

MJK Construction, Inc. shall comply with all regulated pre-notification requirements prior to excavation. MJK does not warrant the accuracy of services provided by underground locating services. All known underground structures and/or obstructions shall be clearly identified on plans provided to MJK. Failure of contracting entity, owner, or other parties having knowledge of such, to accurately identify said underground structures and/or obstructions shall relieve MJK of any responsibility for damage to said structures and/or obstructions. Should damage occur to said underground structures and/or obstructions which have not been identified to MJK prior to work start, repairs will be charged to the contracting entity at the applicable Costs plus markup of 10% overhead and 10% profit.

7. EXCESSIVE ROCK AND WATER:

Encounter of excessive rock, caliche, and/or water which slows progress of work is excluded unless otherwise specified. Additional activities, efforts and/or costs required to manage encounter, removal and/or disposal of excessive rock, caliche and/or water shall be charged to the contracting entity at the applicable Costs plus markup of 10% overhead and 10% profit or markups as per contract agreement.

8. SHORING:

Shoring design, engineering, calculations, installation, and/or removal is specifically excluded from all proposals unless specifically identified as included.

9. HAZARDOUS MATERIALS:

Encounter of any hazardous or unidentified materials during the course of work, shall cause work to cease until such time that the encountered materials can be identified and appropriate measures for worker safety can be made. MJK shall not be responsible for identification if such materials, workplan development for proper handling, or additional costs and measures required for the proper handling of hazardous materials. MJK shall not disturb, transport, or dispose of any hazardous materials, and all activities related to such are hereby excluded.

10. FLUIDS:

Costs for fluids required to fill installed tanks, vessels, installed equipment and/or structures are specifically excluded. MJK shall depend upon the owner and/or contracting entity to provide fluids for these systems as needed for testing purposes. Any costs due to the delay in the provision of these fluids to the jobsite which impacts

completion of MJK's work shall be charged at the applicable Costs plus markup of 10% overhead and 10% profit. MJK shall notify owner and/or contracting entity of scheduled need not less than 10 working days in advance.

Fluid transfers of any product, whether from existing tanks vessels, or containers, or the transfer of product into new tanks, vessels, equipment and/or structures is excluded unless specifically addressed herein.

11. BONDS:

Bonds and related costs are excluded unless specified otherwise in the proposal documents presented by MJK Construction, Inc.

12. INSURANCE:

Costs of any specialized insurance programs, coverage, limits and/or provisions above MJK's standard policy provisions and/or limits are excluded unless otherwise specified. Copies of MJK's standard policies are available upon request. MJK does not warrant the availability of specialized coverage, limits and/or provisions.

MJK provides General Liability, Auto and Workman's Compensation insurance as required by law. Owner shall carry Builder's Risk Insurance and all other insurance on property for risk of loss due to Fire, Vandalism, Theft, etc.

13. UTILITIES:

Temporary facilities including toilets, job trailers, telephones, generators, water and power as needed to perform the work shall be provided by others, and the costs of such are excluded unless otherwise specified.

14. DELAYS:

MJK Construction, Inc. is not responsible for any costs due to delays caused by any contingency not specifically addressed herein.

15. SINGLE MOBILIZATION:

Work shall be completed in a single mobilization effort unless specifically addressed herein. Additional charges will apply for demobilization and/or interruptions in execution of the work which are beyond the control of MJK Construction, Inc.

16. CLEAR WORK AREA:

Work area shall be cleared by others to provide sufficient access for MJK Construction, Inc. to perform the scope of work. Any effort by MJK to clear work area of obstructing materials, debris, equipment or efforts required to prepare work area for MJK's work to begin shall be charged at the applicable Costs plus markup of 10% overhead and 10% profit.

17. MATERIALS PROVIDED BY OTHERS:

Owner or contracting entities which supply materials to be installed by MJK Construction, Inc. shall be responsible for the costs and timely delivery of such materials to the job site. Any delays to MJK's work caused by delay in receipt of materials shall entitle MJK to a corresponding extension in the completion of the work.

Supplying entity or owner shall be responsible for costs of insurance to cover said supplied materials throughout the project. MJK shall not provide coverage against theft, damage, or loss of supplied materials.

Supplying entity or owner shall be responsible for insuring that materials supplied are in accordance with plans and specifications, and are supplied in sufficient quantity as needed for completion of the project. Supplying entity shall be responsible for providing replacement parts received in damaged condition and/or damaged during installation, provided that installation damage was not caused by intentional damage, or sole negligence by MJK's employees or subcontractors.

MJK shall obtain appropriate manufacturer's certifications for installation, where said certification is available from the manufacturer.

MJK does not warrant the applicability of supplied parts. MJK is not responsible for incorrectly supplied parts or regulatory approval and/or acceptance of parts supplied and/or specified by others.

All materials supplied for installation by MJK Construction, Inc. shall be in new, unused condition, in the original, factory supplied packaging, and must contain all original documentation including installation and operations manuals, warranty cards, etc. Documentation shall be submitted to the supplying entity. It shall be the responsibility of the supplying entity to submit warranty documentation to the appropriate manufacturers.

Warranties and claims against warranties shall be the sole responsibility of the entity providing the materials.

MJK warrants only the installation labor of supplied parts.

18. SPECIFIED MATERIALS AND METHODS:

MJK is not responsible for applicability and/or acceptance of specified materials and/or methods provided by others.

MJK shall make every effort to identify and notify owner or contracting entity of materials and/or installation designs or methods which may, in its sole opinion; not be acceptable and/or in compliance with regulatory guidelines, and/or commonly accepted industry practices. However, MJK shall not be responsible for costs related to materials changes and/or methods not specifically addressed herein.

19. NATURALLY OCCURRING EVENTS:

MJK Construction, Inc. shall not be responsible for costs resulting from damage to property, work, materials, or equipment due to incimate weather, earthquakes, fire, riot, acts of terrorism, or other causes beyond our control.

20. WARRANTY:

MJK warrants that all material and equipment furnished under any proposal will be new, unless otherwise specified, and that all work will be of good quality, free from faults and defects. The **Warranty Period** will be twelve (12) months from the date of **substantial completion of MJK's work**. All work not so conforming to these standards may be considered defective. If required MJK shall furnish satisfactory evidences to the kind and quality of materials and equipment. MJK is not responsible for defects in materials manufactured by any entity, or organization other than MJK Construction, Inc. MJK Construction, Inc. shall not warrant against any damage to our work, equipment, and/or materials caused by others, or events beyond the control of MJK Construction, Inc.

MJK does not warrant materials beyond the warranty provided by the manufacturer unless otherwise specified.

ONLY UPON EXECUTION OF SPECIFIC DOCUMENTATION, SEPARATE FROM ANY AND ALL OTHER CONTRACTUAL DOCUMENTATION, SPECIFICATIONS AND/OR PROVISIONS, THAT SPECIFICALLY ADDRESSES AN EXTENSION OF THIS WARRANTY PROVISION SHALL THIS PROVISION BE MODIFIED.

21. DRUG TESTING/SPECIFIC SAFETY REQUIREMENTS:

Unless specifically addressed, MJK Construction, Inc. excludes all costs related to job-specific drug testing, safety certifications, meetings, and training. MJK maintains it's own monitoring and training programs as required.

22. JOB-WIDE CLEAN-UP PARTICIPATION:

Unless specifically addressed, MJK Construction, Inc. has not included any costs related to job-wide clean up participation programs. MJK shall insure that it's specific work areas are maintained in a clean and safe condition.

23. IMPLIED CONDITIONS:

Nothing contained in these STANDARD PROPOSAL TERMS AND CONDITIONS shall imply, whether stated, or otherwise; acceptance or agreement to any condition and/or provision, provided or required, by any bid documents, contract documents, or specifications unless specifically addressed herein. This document shall supercede any and all such provisions, obligations, and/or implied conditions.

24. PAYMENT:

Unless specified otherwise, payment terms shall be NET 30 Days after date of MJK's invoice to contracting entity, paid at a rate of 100% of amount due less a MAXIMUM of 10% retention.

Advance payment of 50% shall be required prior to order placement on any custom-built or special-ordered materials – this includes all underground fuel storage tanks.

MJK shall rely upon contracting entity for prompt payment. Contracting entity shall have sole responsibility for payments to MJK .

MJK will not accept contingency payments in any form from contracting entity.

25. EMERGENCIES:

In the event of an emergency that could result in damage to the work, materials, property, or persons, contracting entity, by affixing its signature below, hereby authorizes MJK Construction Inc. to proceed in a cost effective manner, upon verbal direction with activities to secure the work and/or prevent damage to the work, materials, property or persons.

Agreement to this special provision shall not be construed to alter, modify, or contradict any other provisions provided herein, or set a precedent for modifications to any other provision.

Approving entity hereby acknowledges that said emergency procedures may result in additional charges over and above the stated contract price, and hereby agrees to such additional costs.

Approved: _____
Signature Date
Printed Name: _____
Title: _____

26. GENERAL PROVISIONS:

By submitting this proposal, MJK Construction, Inc. warrants the following general provisions:

It is an independent contractor, and is responsible for all taxes, and provisions accorded such independent status.

That all materials supplied by MJK shall be as specified, in new, unused condition.

All work shall be completed in a workmanlike manner, and in accordance with standard industry practices.

Subject to 25. **EMERGENCIES** provision: That any alteration or deviation from the above specification involving extra costs will be executed only upon written authorization by the contracting entity.

Recipient is hereby notified that MJK Construction, Inc. is signatory to labor organizations as follows:

- United Brotherhood of Carpenters
- Construction Laborer's
- Plumbers & Pipefitters

REQUIRED STATEMENT FOR CALIFORNIA PROJECTS:

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

REQUIRED STATEMENT FOR NEVADA PROJECTS:

Contractors are required by law to be licensed and regulated by the State Contractors' Board. The State Contractors' Board has jurisdiction to investigate complaints that are filed against contractors. Any questions concerning a contractor may be referred to the State Contractors' Board at:

- (1) 9670 Gateway Drive
Suite 100
Reno, Nevada 89521
(775) 688-1141; or
- (2) 2310 Corporate Circle
Suite 200
Henderson, Nevada 89074
(702) 486-1100.

The law of this State requires that a person or entity who enters into a contract to perform construction work be properly licensed by the State Contractors' Board for the category of work that the person or entity intends to perform. Laws regulating licensed contractors are designed to protect the public. If you contract with a person or entity who is not licensed to perform construction work, your remedies against that person or entity may be limited to a suit in civil court. You may be liable for damages arising out of any injuries to an unlicensed contractor or that contractor's employees, as well as withholding taxes, contributions pursuant to the Federal Insurance Contributions Act and contributions for industrial insurance and unemployment compensation. In addition, you must comply with other applicable state and federal laws regarding employment. Finally, you should be aware that construction performed on your property must comply with all applicable laws, ordinances, building codes and regulations.

A contractor is required to include his license number on all of his advertising, vehicles, bids and contracts. You may contact the State Contractors' Board to find out if a contractor has a valid license and, if so, the status of that license. The Board has complete information on the status of all licensed contractors in the State of Nevada. This information is available through the "voice response system" of the State Contractors' Board. However, if you wish to obtain specific information about complaints that have been filed against a contractor, such information must be requested from the Board in writing