

AGREEMENT

THIS AGREEMENT, dated September 25, 2014, is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and MJK Construction, a California Corporation, ("CONTRACTOR").

CITY desires the removal of certain improvements described below under Scope of Work, Paragraph 1 ("Work").

ACCORDINGLY, the parties hereto agree as follows:

1. SCOPE OF WORK.

The Work consists of removal of one underground 10,000 gallon storage tank, fuel dispenser, and associated pipes.

The Work is further described in the "Contract Documents" referred to below.

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Work: this Agreement; Request for Proposal inviting bids; the Contractor's Pricing Proposal; the complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions; the provisions of the most current edition of Standard Specifications for Public Works Construction, published by Building News, Inc., Los Angeles, California, popularly known as "The Green Book"; Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each Bond; certificates of insurance; ~~Federal funding supplement (Davis Bacon Act and equal opportunity clause), unless this item is stricken out by the Project Manager;~~ and all addenda setting forth any modifications or interpretations of those documents. The

documents comprising the complete Agreement will be referred to as the "Contract Documents."

All of the Contract Documents are intended to complement one another, so that any Work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

In the event of an inconsistency in the Contract Documents the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in the "Standard Specifications for Public Works Construction" (The Green Book).

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

3. CITY'S REPRESENTATIVE.

The CITY'S Representative is Bruce Hartley, who shall be referred to herein as the Project Manager ("Project Manager").

4. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 7.

5. EQUIPMENT - PERFORMANCE OF WORK.

CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work of construction in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the

satisfaction of the Project Manager or his designee, and subject to his approval.

6. CONTRACT PRICE: Not to exceed \$60,000.00.

7. TIME OF PERFORMANCE.

Work shall begin within ten (10) days after the date this Agreement is executed by CITY unless a later time is agreed upon in writing by the parties, and the Work shall be completed within one hundred and twenty (120) working days from the first day of commencement of the Work.

8. OPTION OF CITY TO TERMINATE AGREEMENT IN EVENT OF FAILURE TO COMPLETE WORK.

If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR'S sureties of the CITY'S intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR'S receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.

If CONTRACTOR is adjudged a bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.

9. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time

required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 8 of this Agreement, charge to CONTRACTOR or his sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to \$0.00 as liquidated damages for each day beyond the date provided for the completion of such Work.

The parties hereto agree that the amount set forth above, as liquidated damages constitutes a fair and reasonable estimate of the costs the CITY would suffer for each day that the CONTRACTOR fails to meet the performance schedule. The parties hereby agree and acknowledge that the delays in the performance schedule will cause CITY to incur costs and expenses not contemplated by this Agreement.

10. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in paragraph 8, of this Agreement. The CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR'S surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY'S giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY that the Work shall be performed diligently and in a timely manner; and, (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and

the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 9, incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

11. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the Work done, or of any Work omitted, or of any extra Work which CONTRACTOR may be required to do, or respecting any payment to CONTRACTOR during the performance of this Agreement, such dispute shall be decided by the Project Manager, and his decisions shall be final and binding upon CONTRACTOR and his sureties.

12. SUPERINTENDENCE BY CONTRACTOR.

At all times during performance of the Work, CONTRACTOR shall give personal superintendence or have a competent foreman or superintendent on the worksite, with authority to act for CONTRACTOR.

13. INSPECTION BY CITY.

CONTRACTOR shall at all times maintain proper facilities and provide safe access for inspection by CITY to all parts of the Work and to all shops on or off-site where the Work or portions of the Work, are in preparation. CITY shall have the right of access to the premises for inspection at all times. However, CITY shall, at all times, comply with CONTRACTOR'S safety requirements on the job site.

14. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.

CONTRACTOR warrants that it has examined the site of the Work and is familiar with its topography and condition, location of property lines, easements, building lines and other physical factors and limitations affecting the performance of this Agreement. CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall obtain any permission, and all approvals, licenses, or easements necessary for any operations conducted off the premises owned or controlled by CITY. CONTRACTOR shall be responsible for the proper care and protection of all materials delivered to the site or stored off-site and for the Work performed until completion and final inspection and acceptance by CITY. The risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by CONTRACTOR.

15. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid and providing for a 10% retention. Upon approval of the progress payment order by the CITY Engineer, or his designee, it shall be submitted to CITY'S Finance Department and processed for payment by obtaining approval from the City Council to issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the amount to be paid. The retained ten percent (10%) shall be paid to CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the

Work by the COUNTY and after CONTRACTOR shall have furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

Upon the request of CONTRACTOR and at his expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to CITY for substitution for the retained funds. If CITY approves the form and amount of the offered securities it will release the retained funds and will hold the securities in lieu thereof. CONTRACTOR shall be entitled to any interest earned on the securities.

In the event that claims for property damage or bodily injury are presented to CITY arising out of CONTRACTOR'S or any subcontractor's Work under this Agreement; CITY shall give notice thereof to CONTRACTOR, and CONTRACTOR shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to CITY. If CITY does not receive notice within the above-mentioned thirty-five day period that the claim has been settled, and if the Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, CITY may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to CONTRACTOR upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant to this provision shall be one thousand dollars (\$1,000), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be five thousand dollars (\$5,000).

16. PROMPT PAYMENT OF SUBCONTRACTORS.

The CONTRACTOR agrees to pay each subcontractor under this Agreement

for satisfactory performance of its contract no later than 10 days from the receipt of each payment the CONTRACTOR receives from CITY.

The CONTRACTOR agrees further to release retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY. This clause applies to both DBE and non-DBE subcontractors.

17. CONTRACT SECURITY AND GUARANTEE.

Unless previously provided by CONTRACTOR to CITY, CONTRACTOR shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to CITY. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding capacity to provide the bonds required by the Contract Documents.

CONTRACTOR shall provide a certified copy of the certificate of authority of the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and copies of the surety's most recent annual

statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of Standard Specifications for Public Works Construction, published by Building News, Inc., Los Angeles, California, more commonly known as "The Green Book." CONTRACTOR shall, at his own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those failures or defects of which he is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

The rights and remedies available to CITY pursuant to this provision shall be cumulative with all rights and remedies available to CITY pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and neither the foregoing guarantee by CONTRACTOR nor his furnishing of the Bonds, nor acceptance thereof by CITY, shall constitute a waiver of any rights or remedies available to CITY against CONTRACTOR.

18. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury

to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY, its elected officials, officers, agents and employees based upon the work performed by the CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the CITY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY's specifications or CONTRACTOR's proposal, which shall be of no force and effect.

CONTRACTOR shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and CONTRACTOR shall indemnify and hold harmless CITY from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that

may be presented, brought or recovered against CITY for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR.

CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 19 of this Agreement.

The hold harmless agreements by CONTRACTOR shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, by reason of the operations of CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR, whether or not such insurance policies are applicable. CONTRACTOR shall require any and all tiers of subcontractors to afford the same degree of indemnification to the CITY OF COSTA MESA and its elected and appointed boards, officers, agents, and employees that is required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of his subcontractors.

In the event that CONTRACTOR and CITY are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of CONTRACTOR, or by a dangerous condition of CITY'S property created by CONTRACTOR or existing while the property was under the control of CONTRACTOR, CONTRACTOR shall not be relieved of its indemnity obligation to CITY by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the CITY.

19. INSURANCE.

CONTRACTOR shall not commence Work under this Agreement until he has obtained all insurance required under this section and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of CONTRACTOR to supply specified insurance policies and coverage, nor the failure of CITY to approve same shall alter or invalidate the provisions of Paragraph 18 of this Agreement.

A. Workers' Compensation Insurance.

CONTRACTOR shall obtain and maintain during the life of this Agreement workers' compensation insurance and, if any Work is sublet, CONTRACTOR shall require all tiers of subcontractors to obtain workers' compensation insurance.

All workers' compensation insurance policies shall provide that the insurance may not be canceled without thirty (30) days' advance written notice of such cancellation to CITY.

CONTRACTOR agrees to waive, and obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

B. Liability Insurance Coverage.

CONTRACTOR shall obtain and maintain during the life of this Agreement the following insurance coverage:

- (1) Commercial General Liability, including coverage for premises-

operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limit, per occurrence and aggregate.

(2) Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the City requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at least \$1,000,000 combined single limit, per occurrence and in the aggregate. Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:

(i) Additional Insured:

The City of Costa Mesa, and its elected and appointed boards, officers, agents, employees, are additional insureds with respect to the subject project and agreement.

(ii) Notice:

"Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY."

(iii) Other Insurance:

"Any other insurance maintained by the City of Costa Mesa, shall be excess and not contributing with the insurance provided by this policy."

If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

20. PROOF OF INSURANCE.

Prior to award of the contract by the City Council of CITY, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to the City Attorney.

21. LEGAL WORK DAY - PENALTIES FOR VIOLATION.

Eight hours of labor shall constitute a legal day's work during any one calendar day. CONTRACTOR shall forfeit to CITY the sum of twenty-five dollars (\$25.00) for each workman employed in the execution of this Agreement by CONTRACTOR or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815, inclusive.

22. PREVAILING WAGE SCALE.

CONTRACTOR shall comply in all respects with Title 40 U.S.C. Section 276a, also known as "The Davis-Bacon Act," where Federal government funds are involved, and CONTRACTOR shall also comply in all respects with California Labor Code, Sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code

Section 1776.

Contractor, who is engaged in the construction, prosecution, completion or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the Federal government, shall furnish each week to CITY'S Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

23. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5, attached hereto as Attachment No. 1. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

24. NON – DISCRIMINATION.

In performing this Agreement, CONTRACTOR will not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

25. CONTRACT ASSURANCE.

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

26. PROVISIONS CUMULATIVE

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to CITY.

27. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department, and shall be either personally delivered or sent by certified mail, postage prepaid.

All other notices shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to CITY pursuant to this Agreement shall be addressed as follows:

The City of Costa Mesa
77 Fair Drive
Post Office Box 1200
Costa Mesa, California 92628-1200
Attention: Public Services Dept.

Notices required to be given to CONTRACTOR shall be addressed as follows:

MJK Construction, Inc.
4780 Cheyenne Way
Chino, CA 91710
Attention: Pamela E. Lawrence

Notices required to be given to CONTRACTOR'S sureties shall be addressed as follows:

28. INDEPENDENT CONTRACTOR.

The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent Contractor and no other. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the CITY. CONTRACTOR shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that CONTRACTOR is not a partner with CITY, whether general or limited, and no activities of CITY or CONTRACTOR or statements made by CITY or CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent Contractor relationship.

29. PERS ELIGIBILITY INDEMNIFICATION.

In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

30. VALIDITY.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any of the other provisions of this Agreement.

31. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

32. ATTORNEY'S FEES.

In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorney's fees and costs from the opposing party in an amount determined by the Court to be reasonable.

33. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the CITY and CONTRACTOR and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

34. ASSIGNABILITY

This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

34. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver

35. HEADINGS.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

36. COUNTERPARTS.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

37. CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

38. ADDITIONAL SERVICES.

CONTRACTOR shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services, including change orders, are approved in writing by CITY prior to CONTRACTOR performing the additional services.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written

ATTEST:



REDACTED

City Clerk of the City of Costa Mesa

CITY OF COSTA MESA

REDACTED

Chief Executive Officer
of the City of Costa Mesa

APPROVED AS TO FORM:
REDACTED

REDACTED

City Attorney

CONTRACTOR:
REDACTED

REDACTED

MJK Construction, Inc.
(Name)

Title: CEO

APPROVED FOR CONTENT:
REDACTED

REDACTED

Public Services Director

State License No.: 586870

Federal Tax I.D. No. REDACTED

Address: 4780 Cheyenne Way

Chino, CA 91710

Telephone: 800-698-1645



2766 Pomona Blvd.
 Pomona, CA 91768
 TEL: (909) 594-9830
 FAX: (909) 594-6169
 LICENSE # 586870

Change Order Request

Order#: 1

Order Date: 09/11/2014

To: COS- City of Costa Mesa
 77 Fair Drive
 Costa Mesa CA 92628-1200

Project: 1140033
 COS- City of Costa Mesa
 77 Fair Drive
 Costa Mesa CA 92628-1200

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Ordered By: 1581 MARIO ALVARENGA

Customer Order:

Specifications Attached

Description of Work	Amount
Added Bond Fees	1,932.08
As requested by the City of Costa Mesa, 100% payment and performance bonds have been added to the contractual agreement.	
Bond fees noted reflect total amount of overall contact value plus applicable bond fees.	

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

1,932.08

The original Contract Sum was	46,443.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	46,443.00
The Contract Sum will be changed by this Change Order	1,932.08
The new Contract Sum including this Change Order will be	48,375.08
The Contract Time will be changed by	0 Days

Owner: **REDACTED** _____ Date: 9.23.14
 Contractor: **REDACTED** _____ Date: _____



2766 Pomona Blvd.
 Pomona, CA 91768
 TEL: (909) 594-9830
 FAX: (909) 594-6169
 LICENSE # 586870

Change Order Request

Order#: 2

Order Date: 09/11/2014

To: COS- City of Costa Mesa
 77 Fair Drive
 Costa Mesa CA 92628-1200

Project: 1140033
 COS- City of Costa Mesa
 77 Fair Drive
 Costa Mesa CA 92628-1200

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Ordered By: 1581 MARIO ALVARENGA

Customer Order:

Specifications Attached

Description of Work	Amount
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Contract Clarification

Section 2 of the Master Contract shall be further clarified by adding the following:
 Contractor is responsible to pay and obtain the required permit from Orange County Department of Environmental Health. All city permit fees will be waived, however all necessary permits shall be procured.

Section 7 of the Master Contract shall be further clarified by adding the following:
 "Work shall begin within ten (10) days after all required permits have been obtain from all required agencies. Work shall be completed within one hundred and twenty (120) working days from the first day of commencement of the Work.

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

0.00

The original Contract Sum was	46,443.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	46,443.00
The Contract Sum will be changed by this Change Order	0.00
The new Contract Sum including this Change Order will be	46,443.00
The Contract Time will be changed by	0 Days

REDACTED

Owner: _____ Date: 9.23.14

Contractor: _____ Date: _____

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Pamela E. Lawrence	CEO	800-698-1645
Michael J. Kissick	President	800-698-1645

Federal Tax Identification Number: REDACTED

City of Costa Mesa Business License Number: _____
(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the CONTRACTOR Services RFP at any time after May 30, 2014.

REDACTED

OR

I certify that Proposer or Proposer's representatives have after May 30, 2014 communicated with a City Councilmember concerning the Removal of 10,000 Gallon Underground Storage Tank Services RFP. A copy of all such communications is attached to this form for public distribution.

PRICING PROPOSAL FORM

Removal of 10,000 Gallon Underground Storage Tank

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, “annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor’s website at www.bls.gov.)

UNIT	DESCRIPTION	COST
HR	PROJECT MANAGER	159.23
HR	ENGINEER	136.98
HR	GEOLOGIST	136.98
HR	TECHNICIAN	136.98
HR	EXCAVATOR (OPERATED)	217.61
HR	BACKHOE (OPERATED)	161.81
DAY	INSTRUMENTS	125.00
DAY	HEALTH AND SAFETY	159.23
LS	OFFICE/ CLERICAL/ SHIPPING	551.32
%	SUBCONTRACTOR MANAGEMENT (MARK UP)	11.45%
%	MATERIALS (MARK UP)	11.45%

ADD ANY ADDITIONAL COST PROPOSAL SHEETS HERE

COST SUMMARY

CONTRACTOR NAME: MJK Construction, Inc.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
1	MOBILIZATION/DEMOLITION	LUMP SUM	LUMP SUM	\$ 3,171.25
2	PERMITTING	LUMP SUM	LUMP SUM	\$ 1,571.63
3	EMPTY, REMOVE AND DISPOSE OF 10,000-GAL UST SYSTEM, PIPING AND APPURTENANCES INCLUDING TOP SLAB, SIDEWALK, CURB AND PAVEMENT.	LUMP SUM	LUMP SUM	34,845.56
4	TRANSPORT AND DISPOSE OF TANK CONTENTS OFF-SITE (INCL. WASTE CHARACTERIZATION SAMPLING)	GAL	\$ 1.95	\$ 0.00
5	TRANSPORT AND DISPOSE OF TANK BOTTOMS AND SLUDGE OFF-SITE (INCL. WASTE CHARACTERIZATION SAMPLING)	GAL	\$ 1.95	\$ 390.58
6	OVER-EXCAVATE SOIL BEYOND LIMITS OF EXCAVATION REQUIRED TO COMPLETE ITEM NO. 2 AND STOCKPILE SOIL (OPTION)	TON	\$ 128.33	\$ 0.00
7	LOAD OUT, TRANSPORT OFF-SITE AND DISPOSE CONTAMINATED SOIL (OPTION)	TON	\$ 179.67	\$ 0.00
8	FURNISH, PLACE AND COMPACT IMPORTED CLEAN FILL AS REQUIRED TO BACKFILL EXCAVATED SOIL BEYOND LIMITS OF EXCAVATION REQUIRED FOR ITEM NO. 2 (OPTION)	TON	\$ 141.05	\$ 0.00
8A	RESTORE ASPHALT PAVEMENT IN AREA REQUIRED FOR REMOVAL OF CONTAMINATED SOIL AND BEYOND LIMITS OF RESTORATION REQUIRED TO COMPLETE ITEM NO. 2 (OPTION)	SF	\$ 7.46	\$ 0.00
8B	RESTORE CONCRETE SIDEWALK WITH BITUMINOUS CONCRETE IN AREA REQUIRED FOR REMOVAL OF CONTAMINATED SOIL AND BEYOND LIMITS OF RESTORATION REQUIRED TO COMPLETE ITEM NO. 2 (OPTION)	SF	\$ 39.31	\$ 0.00
8C	RESTORE CONCRETE CURB WITH BITUMINOUS CONCRETE IN AREA REQUIRED FOR REMOVAL OF CONTAMINATED SOIL AND BEYOND LIMITS OF RESTORATION REQUIRED TO COMPLETE ITEM NO. 2 (OPTION)	SF	\$ 39.31	\$ 0.00
9	COLLECT AND ANALYZE POST-EXCAVATION SOIL SAMPLES	LF	\$ 779.30	\$ 4,675.83
10	REPORT SUBMITTAL	EA	\$ 1,788.48	\$ 1,788.48
			\$	\$
			\$	\$
TOTAL COST =				\$46,443.33

Notes:

- (1) The above quantities are estimates and Contractor will be paid for actual quantities.
- (2) The above bid items shall include all cost associated with completing the work specified in the Technical Specifications for this project.
- (3) The bid price for each bid item shall include all cost associated with the individual bid item.
- (4) The bid price shall include payment for any and all items required to complete the specified work to the satisfaction of the City and which are not included in other payment items.
The bid amount for this item shall not exceed 5% of the Total Cost. Payment for up to 25% of the amount of the bid shall be due upon satisfactory mobilization to the site. Payment for the remainder 75% shall be withheld until satisfactory substantial completion is achieved.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

NONE

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.



REQUEST FOR PROPOSAL

FOR

**REMOVAL OF 10,000 GALLON
UNDERGROUND STORAGE TANK**

RFP No. 1172



Public Services Department

CITY OF COSTA MESA

Released on June 4, 2014

The referenced document has been modified as per the attached Amendment No. 1

Please sign this Amendment where designated and return the executed copy with submission of your proposal. This amendment is hereby made part of the referenced proposal as through fully set forth therein. Any questions regarding this amendment should be addressed to Scot Wolf, email scot.wolf@Costamesaca.gov

5. PROCESS FOR SUBMITTING PROPOSALS

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Number of Proposals**

Submit one original, Five (5) hard copies plus one disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

- **Submission of Proposals**

Complete written proposals must be submitted in sealed envelopes marked and received no later than ~~4:00 p.m. (PST) on June 12, 2014~~ 10:00 a.m. (P.S.T) on June 24, 2014 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

City of Costa Mesa

City Hall

~~Public Services Department~~ City Clerk's Office

77 Fair Drive

Costa Mesa, CA 92628-1200

RE: REMOVAL OF 10,000 GALLON

UNDERGROUND STORAGE TANK

Inquiries

Questions about this RFP must be directed in writing, via e-mail to:

Scot Wolf: Project Manager

scot.wolf@costamesaca.gov

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's; Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than ~~June 5, 2014~~ **June 18, 2014**. The City reserves the right not to answer all questions.

All other provisions of the invitation of this proposal shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Amendment. Complete and submit this Amendment with your proposal.

REDACTED

Signature

Date

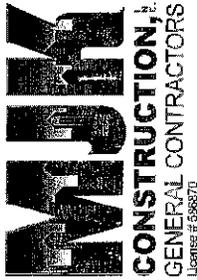
6/24/14

Pamela E. Lawrence, CEO
Typed Name and Title

MJK Construction, Inc.
Company Name

4780 Cheyenne Way

Chino, CA 91710
Address



4780 CHEYENNE WAY
 CHINO, CA 91710
 Tel: (909) 594-9830 Fax: (909) 594-6169

Proposal

Page # 1

To: COS- City of Costa Mesa 77 Fair Drive Costa Mesa CA 92628-1200	
Job Name: COS- City of Costa Mesa Job Location: 77 Fair Drive Costa Mesa CA 92628-1200	REF#: 1140033 06/24/14 07:29 AM Mike_McCarthy

ALL PROPOSALS SUBJECT TO MJK STANDARD PROPOSAL TERMS AND CONDITIONS

Item #	Description	Unit	Quantity	Unit Price	Amount
100	Mobilization/Demobilization	LS	1	\$3,171	\$3,171
200	Permitting	LS	1	\$1,572	\$1,572
300	Remove 10K UST	LS	1	\$34,846	\$34,846
500	Transport & Dispose Tank Bottoms	LS	1	\$391	\$391
600	Soil Samples	LS	1	\$4,676	\$4,676
700	Report Submittal	LS	1	\$1,788	\$1,788
				Total:	\$46,443

Notes:

Scope of Work:

1. Produce One plan, permit application, and permit fee to pull one Orange County DEH CUPA permit to perform the work. Submit one plan for permit required by the City of Costa Mesa.
2. Disconnect the UST piping and drain back to the tank.
3. Remove the existing tank top equipment, Dispenser equipment, filter/pump assembly, and tank probe/sensors.
4. Saw cut, break out, and remove the concrete cover over the UST.
5. Excavate the UST.
6. Triple rinse the UST and declare clean for transportation.
7. Cut product at the UDC and remove the overhead portion of piping back to the pump assembly.
8. Pull UST and transport for destruction.
9. Soil samples will be taken at the direction of the Orange County DEH CUPA inspector. Up to 6 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 in accordance with EPA methods 8015/8020 modified for Jet Fuel and 8260B as required. A soil sample report will be prepared, stamped, and approved by a Registered Geologist and submitted

Proposal

Continued

06/24/14

Page # 2

Item #	Description	Unit	Quantity	Unit Price	Amount
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to the Local Implementing Agency. A copy of the report will be provided for the customer in the close out package.

10. Provide and install one steel diamond plate for cover of UCD.
11. Backfill excavation with up to 80 tons of crushed miscellaneous base, compact to 90%.
12. Re-pave excavation with asphalt.
13. Dispose of all tank equipment.
14. Provide close out package including manifests, certificate of destruction, and sampling report.

Additional Notes:

The tank will be triple rinsed prior to removal, this process includes up to 200 gallons of rinsate. Tanks must be pumped down to 2" remaining in tanks prior to cleaning. Gallons of rinsate in excess of those quoted will be billed at \$1.96 per gallon, Gasoline Surcharge (over 2" remaining) will be billed at \$2.49 per gallon. Solids Surcharge in excess of 8% will be billed at \$5.20/gallon or \$218.73/bbl.

Costs not included in this proposal:

- A. Landscaping.
- B. Building and Safety, Planning Department, or electrical permit fees. The cost of these permits will be waived by the City of Costa Mesa.
- C. Additional permitting, beyond what is described in this scope of work. Should back fees be owed by the client, or if special permit requirements exist in addition to those quoted, additional costs will apply and will be billed on a cost plus basis.
- D. CERS registration of this tank is not included in this proposal.
- E. Street plates. If required street plates will be billed as an extra on a cost plus basis.
- F. This proposal does not include the removal of contaminated soil. If encountered the removal of contaminated soil will be billed on a cost plus basis.
- G. Cave-ins caused by underground water or causes beyond our control including excavation of contaminated soil. All shoring, (if it becomes necessary), pumping out of ground water, excavations of cave-ins, labor and material related to cave-ins will be handled as an extra. MJK Construction, Inc. (MJK) will notify the City of Costa Mesa (CoCM) of any additional work to fix the above listed occurrences, and await an additional purchase order issued by CoCM to cover these repairs.
- H. Underground hazards, not identified by Underground Alert or the City of Costa Mesa, such as sewer, electrical, gas, or water lines, etc. damaged by the excavation. In the event of the above described occurrences, MJK will notify CoCM of any additional work to fix the above listed occurrences, and await an additional purchase order issued by CoCM to cover these repairs. Repairs will be performed over the bid price at time and material.
- I. Soil samples in excess of six. Additional soil samples will be billed on a cost plus basis.
- J. This type of work will require the use of heavy equipment. This proposal is based on the existing asphalt and concrete being able to withstand the construction activities. MJK will limit the work area as much as reasonably possible, but are not responsible for marking from tires, cracks in the existing surfaces, or marring of any kind. If required, repairs to the existing surface areas will be billed on a cost plus basis.

Proposal

Continued

06/24/14

Page # 3 of 3

Item #	Description	Unit	Quantity	Unit Price	Amount
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K. Repair or replacement of any equipment, parts, or materials in addition to this scope of work.

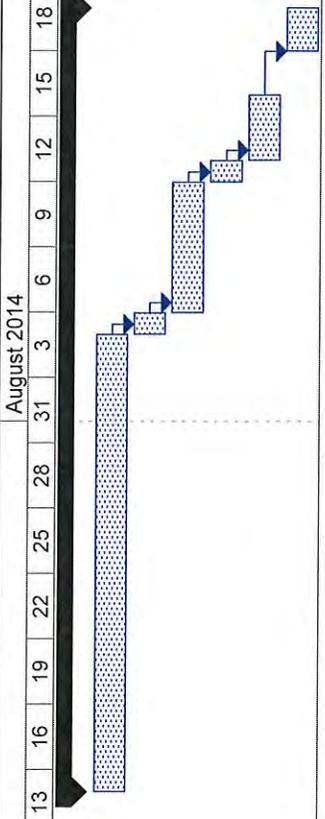
L. Regulatory directives in addition to this proposal.

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

N. Third party inspections, special inspections, deputy inspections, or compaction reports.

O. OCIP or Builders Risk Insurance.

ID	Task Name	Duration	Start	Finish
1	Costa Mesa UST Removal	26 days	Tue 7/15/14	Tue 8/19/14
2	Permitting	15 days	Tue 7/15/14	Mon 8/4/14
3	Mobilization/Demobilization	1 day	Tue 8/5/14	Tue 8/5/14
4	Remove 10K UST	4 days	Wed 8/6/14	Mon 8/11/14
5	Transport & Dispose Tank Bottoms	1 day	Tue 8/12/14	Tue 8/12/14
6	Soil Samples	3 days	Wed 8/13/14	Fri 8/15/14
7	Report Submittal	2 days	Mon 8/18/14	Tue 8/19/14



Project: Project1
Date: Tue 6/24/14

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

MJK Construction Inc. Company Profile



MJK Construction, Inc.
4780 Cheyenne Way | Chino, CA 91710
909-594-9830 | 800-698-1645 | 909-594-6169 Fax
MJKConstruction.com
LIC.#CA 586870 | LIC.#NV 46599/47895



BUSINESS INFORMATION

MJK Construction, Inc.

www.mjkconstruction.com

NAME OF COMPANY (FULL LEGAL NAME)	Website		
4780 Cheyenne Way	Chino	CA	91710
STREET / MAILING ADDRESS	CITY	STATE	ZIP
mkissick@MJKCONSTRUCTION.COM	800-698-1645	MICHAEL KISSICK	
Email	TELEPHONE	CONTACT NAME	

TYPE OF BUSINESS (Check Appropriate Box)

SOLE PROPRIETORSHIP
 PARTNERSHIP
 CORPORATION
 SUBSIDIARY
 DIVISION

DATE OF INCORPORATION: Dec, 1989

STATE INCORPORATED: California

DATE BUSINESS FOUNDED: AUG, 1989

UNDER PRESENT OWNERSHIP SINCE: 1989

DIVERSIFIED BUSINESS* (Check appropriate box):

- | | |
|--|--|
| <input type="checkbox"/> Minority, African American/Black American | <input type="checkbox"/> Minority, Hispanic American |
| <input type="checkbox"/> Minority, Native American | <input type="checkbox"/> Minority, Asian Pacific American |
| <input type="checkbox"/> Minority, Asian Indian American | <input type="checkbox"/> Small Business Concern |
| <input checked="" type="checkbox"/> Small Disadvantaged Business Concern | <input checked="" type="checkbox"/> Women-owned Small Business Concern |



BIDDING QUALIFICATIONS

PERCENT OF A POTENTIAL CONTRACT TYPICALLY SUBCONTRACTED? 15%

PROVIDE IN-HOUSE COMPUTERIZED SCHEDULING? Yes No On-Site Off-Site

PROVIDE IN-HOUSE CADD SERVICES? Yes No

MAINTAIN AND ENFORCE A FORMAL SAFETY PROGRAM ON YOUR CONSTRUCTION PROJECTS? Yes No

IS YOUR FIRM ACTIVELY INVOLVED IN AN AFFIRMATIVE ACTION PLAN? Yes No

WORKER'S COMPREHENSIVE EXPERIENCE MODIFIER FOR MANUAL WORK FORCES? .77

CLAIMS AND SUITS

ORGANIZATION EVER FAILED TO COMPLETE ANY WORK AWARDED TO IT? YES NO

ANY JUDGMENTS, CLAIMS, ARBITRATION PROCEEDINGS OR SUITS PENDING OR OUTSTANDING AGAINST ORGANIZATION OR ITS OFFICERS?
 YES NO

LAWSUITS FILED OR REQUESTED ARBITRATION WITH REGARD TO CONSTRUCTION CONTRACTS IN PAST 5 YEARS? YES NO

ANY OFFICER OR PRINCIPAL OF THIS ORGANIZATION EVER BEEN A PRINCIPAL OF ANOTHER ORGANIZATION WHEN IT FAILED TO COMPLETE A DESIGN CONTRACT? YES NO

REFERENCES

MAJOR SUBCONTRACTORS/SUPPLIERS:

CONTACT NAME:

PHONE:

1. Focus Electric Co. Eiden Buchanan

2. Shields Harper & Co. Richard Iacovelli

3. Box Enterprises Laura Box

OWNERS/CLIENTS:

CONTACT NAME:

PHONE:

1. AT & T Ernie Cardenas

2. Atlantic Aviation/LAX Sarah Smith

3. HC Olsen (GC) Jim Burke

4. RJ Daum (GC) Kieth Belw

5. Northrop Grumman Corp. Wayne Bromiley

PRINCIPALS

PAMELA LAWRENCE, CEO



Years in Position: 13

Years in Trade: 23

License:

CA-703190 A,B, Haz.

NV-0029336 B-4

NV-0046599 B-2

NV-0047895 A-22

Certifications:

ICC U1 #5044068

ICC U2 #5044068

ICC UC #5044068

NV UTH # 1152

40 HR HazWoper

As co-founder of MJK Construction, Inc., Mrs. Lawrence has a lengthy and extensive background in the fueling and environmental construction industry. She has over 20 years in management of multiple construction and service companies located in two states.

With an in-depth knowledge of California Code of Regulations, California's Title 23, Division 3, Chapter 16 (UST Regulations), and Federal Regulations Title 40, Part 112 (SPCC Plans), Nevada Revised Statutes Chapter 459 (Hazardous Materials) and Nevada Administrative Code Section 459 (Storage Tanks) Mrs. Lawrence has been called upon to assist clients in citation resolution, regulatory plan development, and regulatory compliance procedures development. Her experience with clients under severe regulatory judgment orders provides a strong understanding of the best methods to insure clear and concise compliance and recordkeeping.

Responsible for the development of internal company policies and procedures, Mrs. Lawrence interacts daily with field personnel, management personnel, regulatory representatives, manufacturer representatives, and most importantly, the many valued clients of MJK.

MICHAEL KISSICK PRESIDENT/PROJECT MGR.



Years in Position: 23

Years in Trade: 32

License:

CA-586870 A,B, Haz.

NV-0046599 B-2

NV-0047895 A-22

Certifications:

ICC U1 #5244605

ICC U2 #5244605

ICC UT #5244605

NV UTH # 1175

40 HR HazWoper

Confined Space Entry
Manufacturers (Partial)
Veeder Root
Modern Welding
Franklin Fueling
Xerxes

Co-founder of MJK Construction, Inc., Mr. Kissick brings a wealth of experience and expertise to the organization. His construction experience began in the commercial building industry in the early 1980's when he worked on major Los Angeles area developments including the Hyatt Hotel at LAX, spacecraft testing pads for TRW, and numerous new building sites in the area.

As a crew member of early fuel system contractors, Mr. Kissick became intimately familiar with the installation, removal, and operation of storage tank and fueling systems. Experienced in retail fueling, commercial fueling, locomotive fueling, aviation fueling, solvent storage, emergency backup generator systems, hospital waste storage, firewater storage and supply, and all types of underground and above ground storage/supply systems, Mr. Kissick is often called upon to provide design and specification review for a wide range of systems. His expertise with shoring, grading, and structural design provides a unique range of capabilities for the company.

Mr. Kissick's knowledge of California Code of Regulations, California's Title 23, Division 3, Chapter 16 (UST Regulations), and Federal Regulations Title 40, Part 112 (SPCC Plans), Nevada Revised Statutes Chapter 459 (Hazardous Materials) and Nevada Administrative Code Section 459 (Storage Tanks), CARB regulations, coupled with an in-depth understanding of the capabilities and limits of available products on the market provides SunWest's clients an invaluable resource of information relative to fueling systems.

Michael Barber
GENERAL MANAGER



Years in Position: 15

Years in Trade: 22

License:

CA-758039 A

Certifications:

Phase II V/R

SCAQMD V/R Tech # 1207

Manufacturers:

Universal Sensors

Veeder Root Level IV

Incon TS-ST5

Veeder Root Vacuum

Mr. Barber's career in environmental consulting provides a broad base of experience with regulatory compliance, testing, inspection and reporting requirements across both State and Federal agencies.

Serving on committee at the State Water Resources Control Board, Mr. Barber has been instrumental in the development of appropriate examinations administered to individuals seeking certification from the International Code Council. This level of interaction with SWRCB policymakers provides MJK Construction with a unique insight into the development, implementation, and administration of state-wide regulations.

Communicating often with industry leaders, regulators and manufacturers provides insight into ever-changing regulations and the movement of new equipment through the approval processes within SWRCB and CARB. Mr. Barber maintains a sharp focus on availability of new products which can save clients thousands of dollars in potential upgrades or modifications.

Madeliene Garcia
CUSTOMER SERVICE
MANAGER



Years in Position: 15

Years in Trade: 15

Ms. Garcia's extensive background in construction industry administration provides MJK's clients with an invaluable contact within the company. Her organizational skills, dedication to follow-through and customer service skills are highly valued among clients and staff alike.

Thoroughly familiar with each of the nearly 500 facilities under MJK's management, Ms. Garcia serves a pivotal role in insuring compliance with regulatory documentation, interaction with regulators and responding to special requests by clients. She has strong working relations with innumerable agency representatives, providing our clients with a valuable conduit for resolving critical issues should they arise.

Cynthia Garcia
DESIGN ASSISTANT



Years in Position: 4
Years in Trade: 4

Currently a student at Cal Poly Pomona's College of Environmental Design, Miss Garcia assists in the development and refinement of MJK's many systems design projects. With a keen eye for detail, she has developed historical society presentations for our projects and is quickly becoming an expert in fueling systems designs.

Mario Alvarenga
Project Manager



Years in Position: 3
Years in Trade: 3

A graduate of Cal Poly Pomona's project management program, Mr. Alvarenga is tasked with management of MJK's many repair and construction projects. He oversees publication of all proposals, tracks approvals, and begins the design and/or permitting process, issues PO's and stages the project for execution. During the work, Mr. Alvarenga is in almost daily contact with field personnel, and he provides final closeout documentation to our clients.

ROBERT GOMEZ
SUPERINTENDENT



Years in Position: 8
Years in Trade: 23

Certifications:
ICC U1 #5259421
ICC U2 #5259421
40 HR HazWoper
Confined Space Entry
CPR
Competent Person
OSHA 30
Manufacturers (Partial)
Veeder Root
Modern Welding
Franklin Fueling
Xerxes
Bravo
CMAA

Mr. Gomez has extensive experience in the concrete construction and fuel storage distribution and reclaimed water facilities. He is well versed in the underground storage tank and environmental compliance standards for the petroleum industry and has worked with numerous private companies and public agencies.

He is fluent with the regulatory requirements that govern the fuel storage systems, including the California Code of Regulations, as it relates to water quality issues.

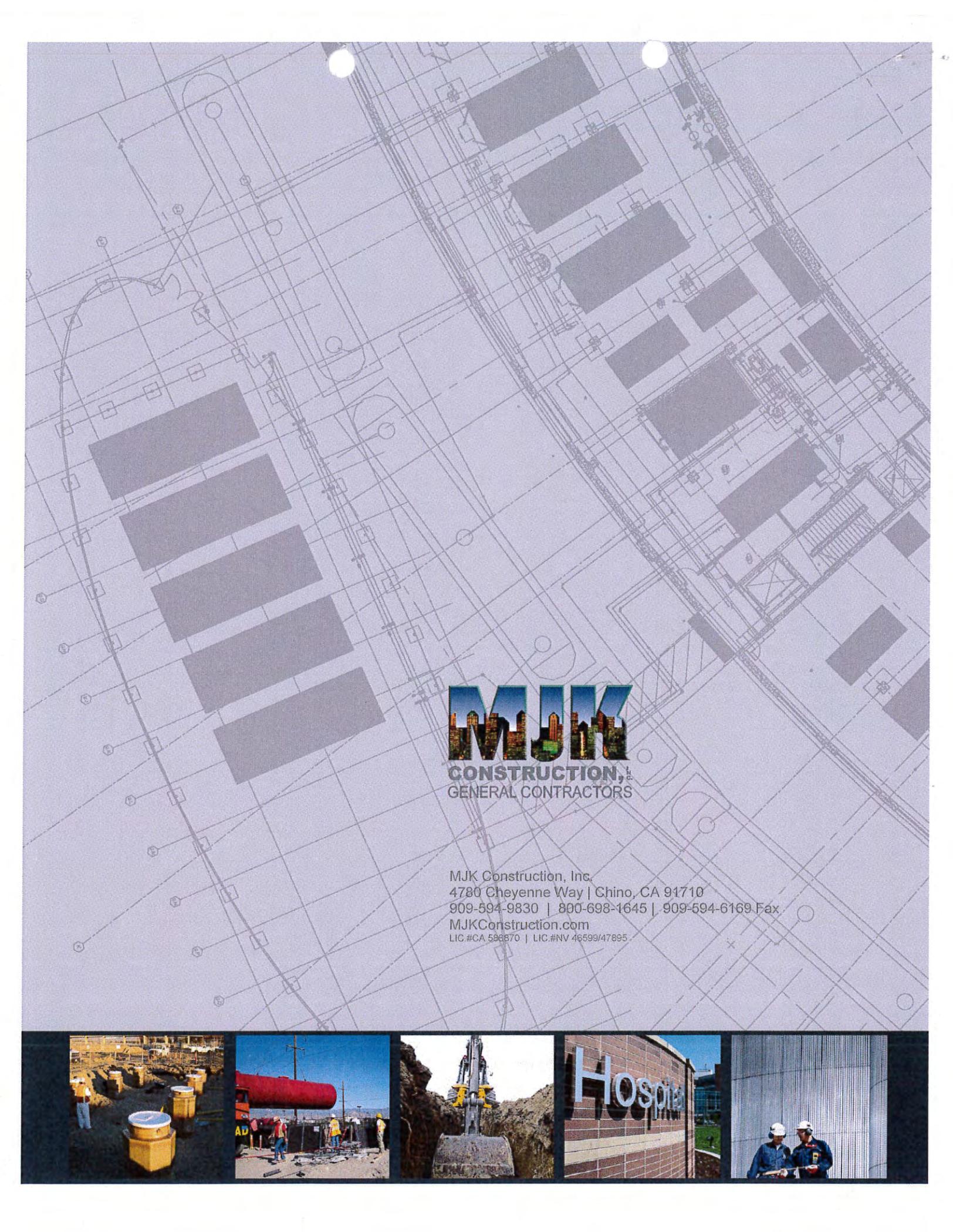
He is fluent with California's Title 23, Division 3, Chapter 16 (UST Regulations), Health and Safety Code, and California Air Resources Board requirements as they pertain to the hardware requirements for underground tank systems and the associated monitoring and vapor recovery requirements for those systems.

He has a hands-on, working knowledge of the operations and maintenance requirements of the latest equipment used in petroleum storage and distribution systems, including spill containment fill boxes, containment sumps, overfill prevention devices, tank monitoring systems, underground and above ground storage tanks, pumps, dispensers, vapor recovery systems, fuel management systems, fiberglass and flexible piping systems.

His experience and competence has led him to Alaska where he completed work on a major fuel system for his previous California-based employer, and he is often designated as the superintendent for many of MJK's largest, most complex projects.

Underground Storage Tank Removal Related Experience

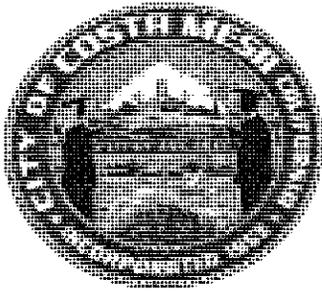
CLIENT	PROJECT	COMPLETION DATE
<p>Northrop Grumman Systems Corp. Wayne Bromiley 714-901-5800 wayne.bromiley@ngc.com</p>	<p>UST Removal / AST Install and Related Fueling Equipment. Excavate, remove and dispose of: (1) 1000 gallon diesel UST (1) 10,000 gallon diesel UST (1) 10,000 gallon gasoline UST (1) 10,000 gallon jet-A UST</p>	<p>2014</p>
<p>Atlantic Aviation/Ontario Airport Sarah Smith 978-352-5086 ssmith@madisonenvironmentalgroup.aero</p>	<p>UST Removal Excavate, remove and dispose of: (2) 25,000 gallon jet-A UST (1) 15,000 gallon jet-A UST (1) 15,000 gallon AVGAS UST (1) 6,000 gallon MOGAS UST (1) 2,000 gallon slop UST (1) 550 gallon water process UST</p>	<p>2013</p>
<p>Mercury Air Center/LAX Tom Wong 424-646-5854 tomwong@lawa.org</p>	<p>UST Removal Excavate, remove and dispose of: (4) 50,000 gallon UST (5) 20,000 gallon UST (1) 10,000 gallon UST</p>	<p>2012</p>



MJK
CONSTRUCTION, INC.
GENERAL CONTRACTORS

MJK Construction, Inc.
4780 Cheyenne Way | Chino, CA 91710
909-594-9830 | 800-698-1645 | 909-594-6169 Fax
MJKConstruction.com
LIC.#CA 596870 | LIC.#NV 46599/47895





Request for Information

RFI ID:

01

Project Name: REMOVAL OF 10,000 GALLON UNDERGROUND STORAGE TANK RFP No. 1172

Date Requested: 06/10/2014 Date Required: 06/18/2014 Date Received: 06/11/2014

To: City of Costa Mesa
Attention: Scot Wolf
Phone #: (714) 599- 0736
Fax #: (714) 327- 7556
email: scot.wolf@costamesaca.gov

From: Multiple bidders
Contact:
Phone #:
Fax #:
email:

Question or Concern

BY: Multiple bidders

Subject: Dispenser Pan

Question: During the job walk, it was mentioned that the large collection "pan" under the Dispenser equipment on the Helipad, was to be removed. All piping should be capped, including a drainage pipe that connects to a clarifier. How will water drain off of the west side of the Helipad?

Suggestion: The dispenser "pan" can remain to ensure proper drainage from the Helipad. Product piping that penetrates the "pan" can be capped/ plugged and a metal grate may be placed on top of the "pan" to ensure that rain water runoff will not be impeded.

The above is a change: Yes [checked] No []

Response

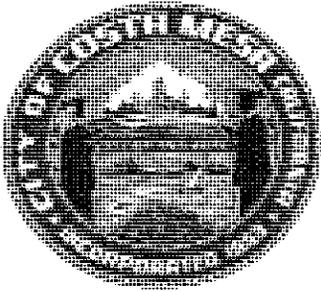
Response: Upon further discussion with the City of Costa Mesa's Facilities Maintenance Supervisor, and Maintenance Services Manager, the decision is to not remove the Dispenser "pan" and to terminate the product piping that penetrates the "pan" with a cap/ plug and a metal grate be placed on top of the "pan" to ensure that rain water runoff will not be impeded.

Accepted: Yes [checked] No []

REDACTED

Signature

June 11, 2014
Date



Request for Information

RFI ID: 02

Project Name: REMOVAL OF 10,000 GALLON UNDERGROUND STORAGE TANK RFP No. 1172

Date Requested: 06/10/2014 Date Required: 06/18/2014 Date Received: 06/13/2014

To: City of Costa Mesa
Attention: Scot Wolf
Phone #: (714) 599- 0736
Fax #: (714) 327- 7556
email: scot.wolf@costamesaca.gov

From: ERRG
Contact: Lee Marusin
Phone #: (714) 597-7757
Fax #:
email: lee.marusin@errg.com

Question or Concern

BY: Lee Marusin

Subject: Asphalt thickness

Question: What is the thickness of the Asphalt that needs to be replaced over the tank?

Suggestion:

The above is a change: Yes [] No [X]

Response

Response: Assume asphalt thickness to be 6" in depth. Existing asphalt concrete shall be cold milled to a depth of 2" below finish grade and extend 1' (12") beyond lateral extent of excavation on all sides. AC base course shall be Type III-B2-PG 64-10 (3/4" sieve size) AC srface course shall be Type III-C3-PG 64-10 (1/2" sieve size) AC skin patch course shall be Type III-D-PG 64-10

Accepted: Yes [X] No []

REDACTED

Signature

June 13, 2014

Date



Request for Information

RFI ID: 03

Project Name: REMOVAL OF 10,000 GALLON UNDERGROUND STORAGE TANK RFP No. 1172

Date Requested: 06/11/2014 Date Required: 06/18/2014 Date Received: 06/11/2014

To: City of Costa Mesa
Attention: Scot Wolf
Phone #: (714) 599- 0736
Fax #: (714) 327- 7556
email: scot.wolf@costamesaca.gov

From: MJK Construction, Inc.
Contact: Mike McCarthy
Phone #: 909-594-9830x8013
Fax #: 909-594-6169
email: mike.mccarthy@mjkconstruction.com

Question or Concern

BY:

Subject: Bonding

Question: Will there be bonding on this project?
The "Cost Summary" Item No. 6, 8, 8A, 8B, 8C refer to Item No 2. Please Clarify
Item No. 9 Estimated Quantity refers to LF. Please Clarify
Item No. 4 and 5 refer to transport and disposal of material from a previously triple rinsed and declared clean tank. Please Clarify
Item No. 8 refers to backfill of the tank excavation. What percentage of compaction will be required by the City? Will you require a compaction report?

Suggestion: No Bonding.
Change to read Item No. 3
Change to read Lump Sum
Eliminate Item No. 4 and 5, replace with triple rinse and dispose of rinsate.
90% compaction with compaction report.

The above is a change: Yes [checked] No []

Response

Response: RE: "COST SUMMARY"
Item No. 6, 8, 8A, 8B, 8C should refer to "Item 3"
Item No. 9 "Estimated Qty" should be "ea."
Tank was pviously triple rinsed and a "closed" temporarily. Items No. 4 and 5 assume that a typical tank removal procedure be followed.
Compaction report will be required. Contact City of Costa Mesa's Building Department for compaction requirements.

Accepted: Yes [checked] No []

REDACTED

Signature

June 11, 2014

Date



Request for Information

RFI ID: 04

Project Name: REMOVAL OF 10,000 GALLON UNDERGROUND STORAGE TANK RFP No. 1172

Date Requested: 06/11/2014 Date Required: 06/18/2014 Date Received: 06/11/2014

To: City of Costa Mesa
Attention: Scot Wolf
Phone #: (714) 599- 0736
Fax #: (714) 327- 7556
email: scot.wolf@costamesaca.gov

From: DLG Contractors Inc
Contact: Bryan Grant
Phone #: 619-456-2992
Fax #: 619-456-2994
email: bryan.dlgcontractors@gmail.com

Question or Concern

BY: Bryan Grant

Subject:

- Question:
1. Does the new curb and sidewalk have to meet ADA requirements?
 2. Is the electrical hot in the Pan on the Heli pad? If so does this need to be disconnected?
 3. During the walk it was discussed that the asphalt is scheduled to be re sealed?
 4. 5.0 D of the insurance requirements is asking for Errors and Omissions, can this be removed as this does NOT apply to this project?
 5. Will this work be done before winter?

Suggestion:

The above is a change: Yes No

Response

- Response:
1. The sidewalk transition should be A.D.A. compliant,
 2. Assume that the electrical system is energized. Terminate it at the Dispenser "pan".
 3. Entire parking lot will be repaved as soon as July.
 4. Please include all insurance requirements listed on the RFP.
 5. We are moving forward with this project. It should be completed before the winter.

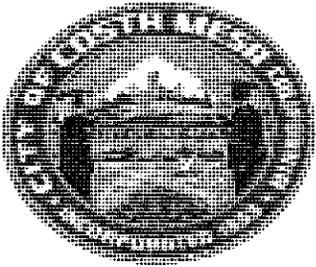
Accepted: Yes No

REDACTED

Signature

June 11, 2014

Date



Request for Information

RFI ID:

05

Project Name: REMOVAL OF 10,000 GALLON UNDERGROUND STORAGE TANK RFP No. 1172

Date Requested: 06/13/2014 Date Required: 06/13/2014 Date Received: 06/13/2014

To: City of Costa Mesa
Attention: Scot Wolf
Phone #: (714) 599- 0736
Fax #: (714) 327- 7556
email: scot.wolf@costamesaca.gov

From: THE REYNOLDS GROUP
Contact: Trang Nguyen
Phone #: (714)730-5397
Fax #: (714)730-6476
email: nguyen@reynolds-group.com

Question or Concern

BY: Trang Nguyen
Subject: Multiple

Question:

1. Under financial capacity, can you clarify what you mean by "financial references"? What type? i.e. bank references?
2. How deep is the tank buried?
3. What is the depth to the top of the tank?
4. Is the UST currently permitted with the OCHCA and the Fire Department?
5. Is the tank strapped? Is there a tie down slab or are there deadmen under the tank? If so, are they required to be removed?
6. Who is responsible for repair to asphalt due to normal construction activities/heavy equipment operations? Will repairs be considered a change?

Suggestion:

The above is a change: Yes No

Response

Response:

1. Letter from bank, vendors and suppliers stating that your firm has the capability of completing the project.
2. Assume approximately 14' to tank bottom. Based on Conversion Plan
3. Assume approximately 48". Based on Conversion Plan.
4. Yes. OCHCA.
5. Not according to building plans.
6. Contractor is responsible for pavement repairs. As I covered on the job walk, the area will have new paving prior to the tank pull

Accepted: Yes No

REDACTED

Signature

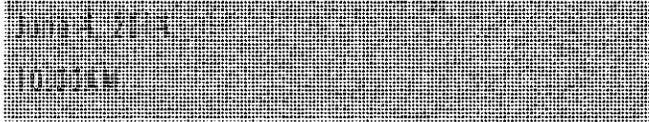
June 11, 2014

Date



City of Costa Mesa

REMOVAL OF 10,000 GALLON UNDERGROUND STORAGE TANK



Invitation to Bid

NOTICE IS HEREBY GIVEN that sealed proposals shall be received by the City of Costa Mesa to wit: The City of Costa Mesa, City Hall, 77 Fair Drive, Costa Mesa, California 92628, before the hour of **10am (no later than 9:59) on June 24, 2014**. A Mandatory Pre- Proposal Meeting is scheduled for 10am, June 10, 2014 at the entrance of the above address. It shall be the responsibility of the offeror to deliver his proposal to The City of Costa Mesa, City Hall, 77 Fair Drive, Costa Mesa, California 92628. Facilitator's scot.wolf@costamesaca.gov.

Proposal shall be returned to the attention of the City Clerk's Office—Scot Wolf at the specific address above, within said time limit, in a sealed envelope identified on the outside with the Offeror's Business Name, Proposal Identify—RFP No. 1172 for:

**REMOVAL OF 10,000 GALLON
UNDERGROUND STORAGE
TANK**

Due Date: June 24, 2014



There will be no public opening.

The Invitation to Bid may be downloaded from the website at <http://www.costamesaca.gov/index.aspx?page=44>
If you have additional question, please contact Scot Wolf, via e-mail at:
scot.wolf@costamesaca.gov

City of Costa Mesa

77 Fair Drive,
P.O. Box 1200
Costa Mesa, CA 92628-1200

Phone: 714-599-0736
Fax: 714-327-7556
E-mail: scot.wolf@costamesaca.gov

City of Costa Mesa

Request for Proposals for: REMOVAL OF 10,000 GALLON UNDERGROUND STORAGE TANK

NOTICE IS HEREBY GIVEN that sealed proposals shall be received by the City of Costa Mesa to wit: The City Clerk, P.O. Box 1200, Costa Mesa, California 92628-1200, on or before the hour of **10:00 a.m. on June 24, 2014.**

It shall be the responsibility of the offeror to deliver his proposal to the City Clerk's office by the announced time. Delivery Location: City of Costa Mesa, City Hall, 77 Fair Drive, Room 101 (City Clerk's Office), Costa Mesa, California 92626.

The Proposals shall be to the attention of Scot Wolf, Public Services Department in a sealed envelope identified on the outside with the Offeror's Business Name, Proposer Identity—
Request for Proposals for:

REMOVAL OF 10,000 GALLON UNDERGROUND STORAGE TANK

and the due date. Proposals will not be publicly opened.

The **Request for Proposals (RFP No. 1172)** may be downloaded from the City of Costa Mesa website at

<http://www.costamesaca.gov/index.aspx?page=44>

If you have additional questions, please contact Scot Wolf, via e-mail at

scot.wolf@costamesaca.gov

City of Costa Mesa

77 Fair Drive

P.O. Box 1200

City Clerk's Office

Costa Mesa, CA 92628-1200

Phone: 714-754-5062

Fax: 714-754-5040

Date Submitted: June 4, 2104