

CITY OF LONG BEACH
ATTN: CITY CLERK
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID **REBID**
Fuel Site Repair, Maintenance, and Designated Operator

CONTRACT NO. 32830

1. **COMPLETE CONTRACT:**
This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.
2. **SERVICES TO BE PROVIDED BY THE CONTRACTOR:**
Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.
3. **AMOUNT TO BE PAID:**
The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.
4. **CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**
When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.
5. **DECLARATION OF NON-COLLUSION:**
The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: CORONA CA ON THE 15 DAY OF AUGUST, 20 12.
CITY STATE MONTH

COMPANY NAME: AW ASSOCIATES, INC TIN: [REDACTED] (TIN NUMBER)

STREET ADDRESS: PO BOX 2903 CITY: CORONA STATE: CA ZIP: 92878

PHONE: 951-372-9319 FAX: 951-346-3133

S/ [Signature] (SIGNATURE) PRESIDENT (TITLE)

KATHY WINGERTSON (PRINT NAME) Kathy@AWASSOCIATESCORP.COM (EMAIL ADDRESS)

S/ [Signature] (SIGNATURE) SECRETARY (TITLE)

JEFF SCANTON (PRINT NAME) JEFF@AWASSOCIATESCORP.COM (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH

BY [Signature]
Director of Financial Management

10/30/12
Date

APPROVED AS TO FORM

ROBERT E. SHANNON
CITY ATTORNEY

10-26, 2012
[Signature]
Deputy

BID NUMBER PA-02212 REBID

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

Corporation State of CA
Partnership State of _____
General Limited
Joint Venture
Individual DBA _____
Limited Liability Company State of _____

Composition of Ownership (more than 51% of ownership of the organization):

OPTIONAL

Ethnic (Check one):

Black Asian Other Non-white
Hispanic American Indian Caucasian

Non-ethnic Factors of Ownership (check all that apply):

Male Yes - Physically Challenged Under 65
Female No - Physically Challenged Over 65

Is the firm certified as a Disadvantaged Business: Yes No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

Yes No

Name of certifying agency: CITY OF LONG BEACH LICENSE # B421036390

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- The only acceptable signature is the owner of the company. (Only one signature is required.)
- The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- The only acceptable signature(s) is/are that of the general partner or partners.
- Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

- a Two (2) officers of the corporation must sign.
- Each signature must be notarized if the corporation is located outside of the state of California.

OR

- The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- Signature must be notarized if the company is located outside of the state of California.

**THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY
CONTACTING 562-570-6200.**

945

CITY OF LONG BEACH, CALIFORNIA
BUSINESS LICENSE

ACCOUNT: BU21036390

OWNERSHIP NON-TRANSFERABLE

DATE: 08/14/12

4

LICENSE EXPIRES ON 10/28/12

THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING TYPE OF
BUSINESS: CONTRACTING - ENGINEERING
LOCATED AT: 312 N COTA ST E



AW ASSOCIATES INC
PO BOX 2903
CORONA CA 92878-2903

AUTHORIZED BY JOHN GROSS
DIRECTOR OF FIN MGMT



===== > LICENSE HOLDER -- PLEASE NOTE <=====

THE TOP PORTION OF THIS FORM IS YOUR LICENSE. YOU MUST DISPLAY THE
LICENSE IN A CONSPICUOUS PLACE ON THE BUSINESS PREMISES.

THE DATE YOUR LICENSE EXPIRES IS INDICATED ON THE FACE OF THE LICENSE.
IF YOU DO NOT RECEIVE A RENEWAL NOTICE BY THE EXPIRATION DATE, CONTACT
THE BUSINESS LICENSE SECTION AT (562) 570-6211.

NOTE: YOU ARE RESPONSIBLE FOR RENEWING THE LICENSE ON OR BEFORE THE
LICENSE EXPIRATION DATE. (PLEASE NOTIFY THE BUSINESS LICENSE
SECTION IF YOU ARE NO LONGER IN BUSINESS.)

PLEASE REPORT IMMEDIATELY ANY CHANGE IN OWNERSHIP, BUSINESS LOCATION,
MAILING ADDRESS, OR BUSINESS ACTIVITY TO THE BUSINESS LICENSE SECTION.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

On _____ Before me, _____
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared _____
NAME(S) OF SIGNER(S)

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. **Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid.** Substitute items must be equal in quality, utility and performance. The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

10. BUSINESS LICENSE:

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business_license.

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlsr> for such prevailing wages and additional information.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

12. RIGHT TO REJECT:

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

13. SAMPLES:

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

14. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

Please visit <http://www.longbeach.gov/purchasing/diversity.asp> for more information on the City's Diversity Outreach Program.

SUBCONTRACTORS

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: _____

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

Black	()	American Indian	()
Hispanic	()	Other Non-white	()
Asian	()	Caucasian	()

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

SUBMIT TO:

CITY OF LONG BEACH

CITY CLERK

333 W OCEAN BLVD/PLAZA LEVEL

LONG BEACH CA 90802

BID DUE DATE: AUGUST 17, 2012

TIME: 11:00 am

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

<u>MICHELLE KING</u>	<u>562-570-6200</u>
BUYER	TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

<u>FRANK NEELY</u>	<u>562-570-5457</u>
DEPARTMENT CONTACT	TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All Bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

It is our policy not to release price information on these Bids until the department has reviewed them and award has been approved by the City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that Bid and setting up an appointment. Due to the large volume of Bids received, Bid results will not be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the Bids, the name of the apparent low Bidder will be posted on the Internet for a period of one (1) month, together with the rankings of the top three Bidders. These rankings will not contain price information.

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within seven (7) calendar days after the date of the Bid opening.

INSTRUCTIONS TO BIDDERS

18. INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES



NO

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

19. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

20. EQUAL BENEFITS ORDINANCE:

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.

21. PERMITS, LICENSES, AND CERTIFICATES

The Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations.

The Contractor shall provide the City with proof of compliance with all applicable permitting (including building and public right of way permits) and licensing laws, including but not limited to, copies of all permits and licenses. The Contractor shall maintain in good standing all applicable licenses and permits related to the manufacture and delivery of bid items and related supplies and services and shall immediately notify the City of any change in the status, or the terms or conditions, of any permit or license thereof.

The Contractor shall immediately inform the City of any investigation, citation or legal action by any state, regional or federal regulatory agency in any way related to the storage, collection, composting, re-use, transfer, or disposal of any green waste, and further, shall defend, indemnify and hold harmless the City, its officials and employees from any claim demand, liability, damage, cause of action, or loss, including but not limited to attorney's fees, court costs, fines, penalties and corrective measures, that the City may sustain by reason of the Contractor's failure or alleged failure to comply with any state, regional, or federal law or regulation.

The Contractor shall be responsible for the proper disposal of all by-products, remainder and waste resulting from its services, including, but not limited to, proper storage, handling, transportation, and final disposal at a properly licensed facility.

CONTRACT – GENERAL CONDITIONS

- ✓ 1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
- ✓ 2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
- ✓ 3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
- ✓ 4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
- ✓ 5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
- ✓ 6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
- ✓ 7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
- ✓ 8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
- ✓ 9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
- ✓ 10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
- ✓ 11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
- ✓ 12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
- ✓ 13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

CONTRACT – GENERAL CONDITIONS

- ✓ 14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
- ✓ 15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
- ✓ 16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
- ✓ 17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
- ✓ 18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
- ✓ 19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
- ✓ 20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
- ✓ 21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
- ✓ 22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
- ✓ 23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
- ✓ 24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
- ✓ 25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
- ✓ 26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
- ✓ 27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

CONTRACT – GENERAL CONDITIONS

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Rosie Bouquin at 562-570-7079 for assistance with the form.

- 7 28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

✓ 29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:

Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:

- ✓ A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
- ✓ B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.
- C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

- BL (1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, leased or used by Contractor.

- BL (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

- BL (3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

CONTRACT – GENERAL CONDITIONS

Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

- a. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
- b. Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any Work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

SPECIAL CONDITIONS

DESCRIPTION

The Fleet Service Bureau for the City of Long Beach currently operates multiple Underground Storage Tank (UST) fuel sites with 14 in current operation. Two additional aboveground storage tank and two additional underground storage tank facilities may be added during the term of this contract. See Attachment A for list of sites.

The City requests proposals from qualified vendors to provide UST Designated Operator services for its UST/AST Program and Fuel site repair and maintenance.

BID TIMELINE:

Bid release date:	August 2, 2012
Q & A due to City by:	August 7, 2012 at 4:00 pm
Q & A to be posted by City:	August 13, 2012 at 4:00 pm
Bid due date:	August 17, 2012 @ 11:00 am

**All questions must be submitted in writing and emailed to
Michelle.King@longbeach.gov**

CONTRACT PERIOD

The Contract term shall be twelve (12) months from the date of award unless the City determines, in its sole discretion, that a later commencement date is necessary, in which case the City will notify the Contractor of such date upon award of the Contract.

It is agreed that if the City intends to renew this Contract, the City shall so notify the Contractor 90 days prior to the expiration date. If the Contractor proposes a price increase for a contract renewal, the Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of the Contract. Said notice shall show item number, price, the Contract number, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable.

PRICE INCREASE:

A. Shall not exceed 3 % during the first renewal period.

B. Shall not exceed 3 % during the second renewal period.

No price increases will be allowed during the initial twelve-month contract period.

SPECIAL CONDITIONS

FUTURE AMENDMENTS

The City reserves the right to change any portion of the work required, or amend such other terms and conditions that may become necessary. Any such revisions shall be accomplished by a written amendment to the contract and executed by the Contractor and the City.

ADDENDUM

Bidders shall check the purchasing web page at www.lbpurchasing.org or contact the assigned buyer three (3) days prior to the bid closing date to inquire about and include any addenda incorporated into this bid. Failure to include any addenda with the bid will cause the bid to be rejected.

INVOICES

Contractor shall submit all invoices to the City of Long Beach Accounts Payable, 333 W. Ocean Blvd., Long Beach, CA 90803 and provide an additional copy of invoice to Fleet Services Bureau, 2600 Temple Ave. Long Beach, CA 90806. Attn: Fleet Services Operations Supervisor, for work performed within three (3) working days via electronic submission to frank.neely@longbeach.gov. Invoice shall include the following:

1. Work order number and the date work performed.
2. Complete description and part number of all parts used including quantity and pricing of parts.
3. Labor hours and description of what type of labor performed.
4. Total cost of subcontracted work plus mark up (with copies of the total cost of subcontractor's original invoice attached).
5. The item(s) shipped, unit cost, extended cost, date of shipment and packing slip number, if applicable.

BILLING

Contractor shall submit to the City of Long Beach Accounts Payable, 333 W. Ocean Blvd., Long Beach, CA 90803 for all UST Designated Operator and fuel site repair and maintenance related parts issued and services performed, and invoices are to be on original Contractor's Business Stationary. Invoices and their total cost that were completed and sent to (Fleet Services Bureau (2600 Temple Ave. Long Beach, CA 90806).

INDEMNITY

Contractor shall indemnify, protect and hold harmless the City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of

SPECIAL CONDITIONS

litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Agreement, or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

The provisions of this Section shall survive the expiration or termination of this Agreement.

BID INSTRUCTIONS

State comments and or exceptions in the blank spaces provided for each Bid Section regarding the equipment offered corresponding to the specifications set forth. **FAILURE TO COMPLETE ALL BLANK SPACES WILL OTHERWISE BE DETERMINED AS VENDOR MEETING SPECIFICATIONS MINIMUMS.**

City of Long Beach reserves the right to change specifications during the course of the bid.

SECTION 1: DESIGNATED OPERATOR SERVICES

The qualified vendor shall have a valid Designated Operator(s) certification(s). A list of employee name(s) and qualifications including a copy of current ICC certification(s) and expiration date conducting the Designated Operator services shall be provided with the proposal. The City requires a minimum of two (2) certified DOs during the contract period.

Attached

The Designated Operator shall provide general oversight of the UST program with specific emphasis on regulatory compliance issues. The Designated Operator shall fulfill the responsibilities set out in Title 23 of the California Code of Regulation, Chapter 16, Statute §2715.

As a minimum, the Designated Operator's responsibilities shall include:

REQUIREMENTS	COMPLY		COMMENTS AND EXCEPTIONS
	Yes	No	
1. Monthly Inspections- Inspections shall include, but not be limited to the following: a. Alarm History- For UST sites monitored with a Veeder Root leak monitoring system, print and review the alarm history for past month. For Ronan-monitored sites, review, complete and sign the Alarm History Log.	✓		
b. Investigate all leak, liquid, level, vacuum, and LLD alarms- Determine what caused the alarm and what action was taken in response to the alarm. Confirm that the response was appropriate.	✓		
c. Inspect Spill Containment- Check for the presence of liquid or debris in the spill buckets. If liquid is present, determine if the liquid is the result of water incursion or an overflow.	✓		
d. Inspect Under Dispenser Containment (UDC)- Open each dispenser and inspect the UDC. Confirm that the liquid sensor is located at the lowest point and is a position to detect liquid at the earliest possible opportunity. Check for free liquid and debris. Visually inspect dispenser piping for leaks, or seeping fuel. Inspect the shear valve to assure that it is operating properly.	✓		

Mr Michael McCarthy - 5248502

California UST System Operator - Exp. 11/12/2012

Vapor Recovery System Installation and Repair - Exp. 11/07/2013

ANTONIO RODRIGUEZ - 5257882

California UST System Operator - Exp. 02/08/2013

Vapor Recovery System Testing and Repair - Exp. 03/04/2013

Jeff Scranton - 8143747

California UST System Operator - Exp. 03/23/2014

REQUIREMENTS	COMPLY		COMMENTS AND EXCEPTIONS
	Yes	No	
2. Sump Alarms- For containment-sump liquid alarms that have occurred since the last monthly inspection, review the service call record. If there is no record of a visit by an ICC-certified service technician, visually inspect the containment sump for the presence of liquid or debris. Confirm that the liquid sensor is located at the lowest point and in a position to detect liquid at the earliest opportunity. It is the DO's responsibility to lift every lid during the monthly inspection	✓		
a. Test Overfill Alarm- Test the audible and visual overfill alarm on systems, so equipped.	✓		
b. Visual Site Inspection- At fueling sites, visually inspect the hoses and nozzles for leaks, or seeping, and check dispensers and card reader for external integrity. At generator sites, check the day tank, the generator, and all aboveground piping for leaks and seeping. At waste oil sites, check the level and integrity of the Aboveground Storage Tank (where present) and inspect the area for unauthorized containers of hazardous material. If the Aboveground Storage Tank is more than 75% full, or if unauthorized containers are onsite, immediately report the situation to the Marina Maintenance Supervisor.	✓		
c. Test and Maintenance Documentation- Review the documentation to confirm that all testing, maintenance, and certifications have been conducted within the proper time periods. This includes a review of all California State Water Resources and Air Resources Board requirements.	✓		
d. Training Verification- Review the Facility Employee Training Log to verify that all Facility Employees have been trained as required.	✓		REQUEST CITY TO NOTIFY US WITHIN 15 days OF NEW HIRES SO WE CAN SCHEDULE TRAINING.
e. Compile the results of the monthly inspection and suggested corrective action (where applicable) in a typed report (with Veeder Root Alarm History printout, where available) and file the signed report at Fleet Services, 2600 Temple Ave. Long Beach 90806.	✓		AW ASSOCIATES, INC WILL LEAVE (1) HANDWRITTEN COPY ON SITE DAY OF INSPECTION. FILING OF TYPED, SIGNED REPORT WILL BE SUBMITTED AS NOTED HERE.
f. In addition to providing the typed inspection report to Fleet Services, report by telephone any non-satisfactory condition to assigned Fleet Services Supervisor within 24 hours.	✓		
3. CUPA Interface- The Designated Operator shall be the point of contact between the CUPA and the City of Long Beach for all technical matters. The Designated Operator shall be on site during annual CUPA inspections, monitoring system certifications, and tank tests (SB989). In addition, the Designated Operator shall be available to answer questions from the CUPA inspector and conduct follow-up inspections.	✓		

REQUIREMENTS	COMPLY		COMMENTS AND EXCEPTIONS
	Yes	No	
4. SCAQMD Interface- The Designated Operator shall be the point of contact between the SCAQMD and the City of Long Beach on all technical matters. The Designated Operator shall be on-site during annual vapor return performance testing and any scheduled SCAQMD inspection. In addition, the Designated Operator shall be available to answer questions from the SCAQMD inspector and conduct follow-up inspections.	✓		
5. Facility Employee Training- In accordance with Title 23 of the California Code of Regulation, Chapter 16, Statue §2715, provide annual training to all existing facility employees, and all new facility employees within 30 days of being hired. Training shall include, but not be limited to the following topics: a. Best Management Practices- i. Record Keeping ii. Preventive Maintenance iii. Delineation of Responsibility iv. Knowing your system and the spill response kit v. Compliance with all regulations	✓		
b. The Monitoring System i. Explanation of how the system is monitored ii. The Monitoring Panel and how to respond to an alarm, including, but not limited to the name of a contact person for emergencies and monitoring equipment alarms.	✓		
c. Spills and Overfill Response - Provide training that covers the procedures to follow in the event of an unauthorized release.	✓		
d. Emergency Contacts- Location of posted contacts list.	✓		
e. Proper Operation of the Fueling System (where applicable)	✓		
f. Preparing and Submitting a Site Repair Ticket (SRT)	✓		
6. Non-Compliance Ticket- In the event that the Designated Operator discovers a sub-standard condition at a UST site or a situation that is out of compliance with State Water Resource Board regulations, a Site Repair Ticket (SRT) shall be completed and submitted to assigned Fleet Services Supervisor within 24 hours. Please refer to Attachment A for the UST Site List.	✓		AW ASSOCIATES, INC REQUESTS THAT CITY PROVIDE SRT FORM AND/OR SUPPLY AW ASSOCIATES WITH AN EXAMPLE FORM FOR OUR INFORMATION.

REQUIREMENTS FOR DESIGNATED OPERATOR

Provide a detailed resume of the vendor's Designated Operator(s) that will fulfill this contract. As a minimum, the vendor's Designated Operator(s) shall have:

REQUIREMENTS	Yes	No	COMMENTS AND EXCEPTIONS
A current California UST System Operator Certification	✓		
At least four years experience as designated operator for a major municipality	✓		
Excellent written and oral communication skills	✓		
A detailed knowledge of all CUPA and SCAQMD documentation required for USTs in the City of Long Beach	✓		
A good working relationship with the local CUPA	✓		
A detailed knowledge of each of the UST and AST sites listed in Attachment A.	✓		
Excellent references (four total)- Two municipal customers; one industry professional; and one Long Beach-area CUPA inspector	✓		

SECTION 2: FUEL SITE REPAIR AND MAINTENANCE

The City requires maintenance of fuel sites that includes furnishing and delivering parts, supplies, and accessories for gasoline and diesel dispensers. Additional miscellaneous items such as pumps, plumbing, tanks, nozzles and monitoring systems may also be requested.

Vendor shall be licensed and/or certified to perform all specific tests and repairs in compliance with all City, State and Federal regulatory agencies and in accordance to Departmental needs. Vendor shall provide proof of certifications at the City's request.

Quotes may be required as projects start dates near in order to meet department budget requirements.

Vendor shall perform a pretest and submit results to Fleet Services in order to make any needed repairs prior to doing actual test. Upon completion of actual test vendor shall submit a copy of the test results to Fleet Services as well to the proper Regulatory Agency. (Testing and Inspections include but are not limited to the UST Sites listed on Attachment A.)

Vendor, Vendor's Employees and Vendor's Subcontractors shall abide by all of the following requirements:

REQUIREMENTS	COMPLY		COMMENTS AND EXCEPTIONS
	Yes	No	
Vendor, Vendor's Employees and Vendor's Subcontractors shall wear uniforms with Company Name and Employee Nametag visible and Company Vehicle must be properly marked with Company's Name.	✓		
Vendor, Vendor's Employees and Vendor's Subcontractors shall perform all work in accordance to all City, State, and Federal Safety Standards and Regulations. Vendor shall obtain a copy of the City's Safety Policies and Procedures from the City's Risk Management Office.	✓		
Upon entering the Job Site, Vendor, Vendor's Employees and Vendor's Subcontractors shall check in with a City Employee and document start time on work order. Upon job completion, Vendor shall document time completion and have work order signed by a City Employee.	✓		
Vendor, Vendor's Employees and Vendor's Subcontractors shall respond to a problem fuel site within two (2) hours during normal business hours (Mon. – Fri. 7:30 AM to 5:00 PM).	✓		
Vendor, Vendor's Employees and Vendor's Subcontractors shall respond to after hours calls (Mon. – Fri. 5:00 PM to 7:30 AM, Weekends, and Holidays) within thirty (30) minutes of the initial phone call and be on site at the problem location within one (1) hour.	✓		
Vendor, Vendor's Employees and Vendor's Subcontractors shall respond to emergency calls both during regular business hours (Mon. – Fri. 7:30 AM to 5:00 PM) and after hours (Mon. – Fri. 5:00 PM to 7:30 AM, Weekends, and Holidays) to a problem Fuel Site within no more than one (1) hour.	✓		

BID SECTION

Estimates for Bid Calculation only:

of R&M Occurences /yr: 100

average # of hr/occurrence: 3 hrs

% of R&M occurrences over 3 hrs: 30%

average # of hr/occurrence over 3 hrs: 7 hrs

LABOR RATES

Regular Calls (Within two hours of service calls):		
During Regular Business hours (Mon. - Fri. 7:30 AM TO 5:00 PM)	Rate/hr	\$ 75.00
Minimum Time Charged	# of hr	2
Travel Time Charged	# of hr	1
	Rate/hr	\$ 50.00
Overtime Rate(AFTER 5:00 PM BEFORE 7:30 AM)	Rate/hr	\$ 112.50

Emergency Service Calls (Within one hour of service call):		
During Regular Business hours (Mon. - Fri. 7:30 AM TO 5:00 PM)	Rate/hr	\$ 75.00
Minimum Time Charged	# of hr	3
Travel Time Charged	# of hr	2
	Rate/hr	\$ 50.00
Overtime Rate (After 5:00 PM before 7:30 AM, Weekends and Holidays)	Rate/hr	\$ 150.00
Minimum Time Charged	# of hr	3
Travel Time Charged	# of hr	2
	Rate/hr	\$ 50.00
Response time for emergency calls - hrs	# of hr	1

PARTS & PRICES

Percentage Marked up from Manufacturer's List Price

%	12.5	%
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TESTING/INSPECTIONS:

Annual Testing: Monitoring System Certification (18 sites)	Cost per Site	\$ 300.00
Cost for Retest	Cost per Site	\$ 300.00
Secondary Containment Test (18 sites)	Cost per Site	\$ 50.00
Cost for Retest	Cost per Site	\$ 50.00
All A.Q.M.D Performance Test (18 sites)	Cost per Site	\$ 650.00
Cost for Retest	Cost per Site	\$ 650.00
Three (3) Year Test: Secondary Containment Testing (18 sites)	Cost per Site	\$ 985.00
Cost for Retest	Cost per Site	\$ 985.00
Monthly UST Designated Operator Inspection (18 sites)	Cost per Site	\$ 120.00
Facility Employee training as per regulations and requirements	Cost per Class	\$ 0
UST Task Force meeting as per UST program requirements (max 2 hours/mo)	Rate/hr	\$ 105.00

LICENSE/CERTIFICATES

Vendor, Vendor's Employees and Vendor's Subcontractors shall provide copies of valid licenses and certificates for testing and repair of Monitoring systems, Tank and Piping systems, Dispensers, and related Equipment, including but not limited to (Veeder Root and Ronan) Monitoring Equipment, Secondary Containment (SB989), (Healy) Vapor Recovery, Contractors License, and Hazwoper Certificates for each employee and/or subcontractor and their employees who may be on the job site. These license and certificate shall be kept up to date and current during the entire duration of the contract and must be presented upon request by any Federal, State, or Local Official. No Vendor, Vendor's Employees and Vendor's Subcontractors shall perform work on Equipment for Sites that require such licenses or certificates without said license/certificate being current and valid.

attached

WARRANTY:

The Contractor shall warrant/guarantee all parts and work done hereunder against; failure due to defective material and/or faulty workmanship from date of acceptance of the work by the City of Long Beach for a minimum of one (1) year.

State warranty period for workmanship/labor 1 year/months (Circle One)

State warranty period for parts/equipment 1 year/months (Circle One)

CITY OF LONG BEACH SCHEDULE OF TANKS

DEPT/ USER	SITE # & ADDRESS	SIZE / PRODUCT	SITE TYPE	TANK TYPE	INSTALL YEAR	SECONDARY CONTAINMENT	MANUFACTURER AND TYPE	OBJECTIVE	EPA STATUS	COMMENTS
FIRE	(1) STORES/SUPPLY 1465 PETERSON AVE.	500 GAL/D	GENERATOR	AST	1998	Y	ISOM BROS./ ABOVE GROUND	RETAIN	IN COMPLIANCE	ALARM OFFICE BACKUP GENERATOR
FIRE	(11) STA. #11 160 MARKET ST.	4,000 GAL/D	VEHICLE FUELING	UST	1995	Y	MODERN, GLASS CLAD D/WALL STEEL	RETAIN	IN COMPLIANCE	
FIRE	(11) STA. #11 160 MARKET ST.	2,000 GAL/D	VEHICLE FUELING	UST	1995	Y	MODERN, GLASS CLAD D/WALL STEEL	RETAIN	IN COMPLIANCE	
FIRE	(12) 6509 GUNDRY AVE.									IN CONSTRUCTION
FIRE	(13) STA. #13 2475 ADRIATIC AVE.	1,000 GAL/D	VEHICLE FUELING	UST	1995	Y	MODERN, GLASS CLAD D/WALL STEEL	RETAIN	IN COMPLIANCE	REOPENED AFTER REPAIRS
FIRE	(14) STA. #14 5200 ELIOT ST.	12,000 GAL/UL	VEHICLE FUELING	UST	1987	Y	JOOR, GLASS CLAD D/WALL STEEL	RETAIN	IN COMPLIANCE	
FIRE	(14) STA. #14 5200 ELIOT ST.	12,000 GAL/D	VEHICLE FUELING	UST	1987	Y	JOOR, GLASS CLAD D/WALL STEEL	RETAIN	IN COMPLIANCE	
FIRE	(16) STA. #16 2890 E. WARLOW RD.	1,000 GAL/D	VEHICLE FUELING	UST	1990	Y	JOOR, GLASS CLAD D/WALL STEEL	RETAIN	IN COMPLIANCE	
PUBLIC WORKS	(23) CITY HALL 333 W. OCEAN BLVD.	5,000 GAL/D	GENERATOR	UST	1996	Y	MODERN, GLASS CLAD D/WALL STEEL	RETAIN	IN COMPLIANCE	BACKUP GENERATOR
PUBLIC WORKS/FLEET SERVICES	(26) 2600 TEMPLE AVENUE	16,300 GAL/LNG	VEHICLE FUELING	AST	2007	Y	NORTH STAR SS STEEL D/WALL	RETAIN	IN COMPLIANCE	LNG FUEL SITE
PUBLIC WORKS/FLEET SERVICES	(26) 2600 TEMPLE AVENUE	16,300 GAL/LNG	VEHICLE FUELING	AST	2008	Y	NORTH STAR SS STEEL D/WALL	RETAIN	IN COMPLIANCE	LNG FUEL SITE
AIRPORT	(29) AIRPORT 4150 E. D. DOUG DR.	500 GAL/D	GENERATOR	UST	1990	Y	JOOR, GLASS CLAD D/WALL STEEL	RETAIN	IN COMPLIANCE	AIRPORT FIELD BACKUP GENERATOR
AIRPORT	(29) AIRPORT 4150 E. D. DOUG DR.	3000 GAL/D	GENERATOR	UST	2005	Y	XERXES F/GLASS D/WALL	RETAIN	IN COMPLIANCE	AIRPORT TERMINAL BACKUP GENERATOR
POLICE	(34) 400 W. BROADWAY	15,000 GAL/UL	VEHICLE FUELING	UST	1999	Y	XERXES F/GLASS D/WALL	RETAIN	IN COMPLIANCE	POLICE HEADQUARTERS
POLICE	(34) 400 W. BROADWAY	15,000 GAL/UL	VEHICLE FUELING	UST	1999	Y	XERXES F/GLASS D/WALL	RETAIN	IN COMPLIANCE	POLICE HQ- CONVERTED TO SUPER UNLEADED FOR PD MOTORCYCLES
POLICE	(34) 400 W. BROADWAY	6,000 GAL/D	VEHICLE FUELING	UST	1999	Y	XERXES F/GLASS D/WALL	RETAIN	IN COMPLIANCE	DISPENSING ONLY. HAD BEEN SUPPLYING A GENERATOR ALSO.
POLICE	(35) 4891 ATLANTIC AVENUE	11,000 GAL/UL	VEHICLE FUELING	UST	2004	Y	XERXES F/GLASS D/WALL	RETAIN	IN COMPLIANCE	UNLEADED SECTION OF TWO COMPARTMENT TANK
POLICE	(35) 4891 ATLANTIC AVENUE	2,000 GAL/D	GENERATOR	UST	2004	Y	XERXES F/GLASS D/WALL	RETAIN	IN COMPLIANCE	DIESEL SECTION OF TWO COMPARTMENT TANK; FOR BACKUP GENERATOR ONLY.
GAS	(38) 2400 E. SPRING STREET	20,000 GAL/UL	VEHICLE FUELING	UST	1999	Y	XERXES F/GLASS D/WALL	RETAIN	IN COMPLIANCE	
GAS	(38) 2400 E. SPRING STREET	20,000 GAL/D	VEHICLE FUELING	UST	1999	Y	XERXES F/GLASS D/WALL	RETAIN	IN COMPLIANCE	
POLICE	(39) 1835 SANTA FE AVE.	12,000 GAL/UL	VEHICLE FUELING	UST	1998	Y	JOOR, GLASS CLAD D/WALL STEEL	RETAIN	IN COMPLIANCE	
POLICE	(39) 1835 SANTA FE AVE.	1,000 GAL/D	GENERATOR	AST	1997	Y	ENVIROVAULT BAKERSFIELD TANK	RETAIN	IN COMPLIANCE	BACKUP GENERATOR
MARINA	(41) 700 E. SHORELINE DR.									IN CONSTRUCTION
MARINA	(42) 205 MARINA DR.									IN CONSTRUCTION
BEACH MAINT	(64) 4320 OLYMPIC PLAZA									CONSTRUCTION ON HOLD
FIRE	(59) 2249 ARGONNE AVE.	5,000 GAL/UL	VEHICLE FUELING	UST	1995	Y	MODERN, GLASS CLAD D/WALL STEEL	RETAIN	IN COMPLIANCE	
FIRE	(59) 2249 ARGONNE AVE.	20,000 GAL/D	VEHICLE FUELING	UST	1995	Y	MODERN, GLASS CLAD D/WALL STEEL	RETAIN	IN COMPLIANCE	DISPENSING AND BACKUP GENERATOR
WATER	(WD1) 2950 REDONDO AVE.	8,000 GAL/D	VEHICLE FUELING	UST	1984	Y	DWENS CORNING F/GLASS D/WALL	RETAIN	IN COMPLIANCE	WATER DEPARTMENT TREATMENT PLANT
WATER	(WD2) 1800 WARDLOW RD.	15,000 GAL/UL	VEHICLE FUELING	UST	UNK	Y	N/A, GLASS CLAD D/WALL STEEL, BRINE FILLED	RETAIN	IN COMPLIANCE	MAINTENANCE YARD
WATER	(WD2) 1800 WARDLOW RD.	10,000 GAL/D	VEHICLE FUELING	UST	UNK	Y	N/A, GLASS CLAD D/WALL STEEL	RETAIN	IN COMPLIANCE	MAINTENANCE YARD
FIRE	(ECOC) 2990 REDONDO AVE.	10,000 GAL/D	GENERATOR	UST	2000	Y	MODERN, GLASS CLAD D/WALL STEEL	RETAIN	IN COMPLIANCE	BACKUP GENERATORS

EQUAL BENEFITS ORDINANCE DISCLOSURE

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used is where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: KATHY WILKERSON Title: PRESIDENT
Signature: Kathy Wilkerson Date: 8/15/12
Business Entity Name: AW ASSOCIATES, INC

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: AW ASSOCIATES, INC Federal Tax ID No. [REDACTED]
Address: PO BOX 2903
City: CORONA State: CA ZIP: 92878
Contact Person: KATHY WILKERSON Telephone: 951-372-9319
Email: Kathy@AWASSOCIATESCORP.COM Fax: 951-346-3133

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. ☐ Yes ☒ No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? ☒ Yes ☐ No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
☒ Yes ☐ No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
☒ Yes ☐ No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?
☒ Yes ☐ No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

_____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

_____ Yes _____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 15 day of August, 2012 at Corona, CA

Name KATHY WILKERSON

Signature Kathy Wilkerson

Title PRESIDENT

Federal Tax ID No. [REDACTED]



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Reference Information Form

Client/Contractor Name LA COUNTY SHERIFF (MUNICIPAL)
Project Manager/Contact Name NORMAND MARTIN E-mail NAMARTIN@LASO.ORG Ph. No. 323-568-4736
Address 1000 S. FREEMONT AVE, BLDG A-9 EAST, 5th FL. N, ALHAMBRA, CA 91803

Project Description ANNUAL MONITORING CERTIFICATIONS - 30⁺ STATIONS - SINCE AUGUST 2009 Project Dates (Start and End) AUG 2009 - PRESENT
Technical Environment FUELING STATIONS & BACK-UP GENERATORS FOR SHERIFF STATIONS
Contract Term(s) PURCHASE ORDERS Contract Amount \$350 per panel

Client/Contractor Name ORANGE COUNTY PUBLIC WORKS (MUNICIPAL)
Project Manager/Contact Name RON LEMAS E-mail RON.LEMAS@OC.PW.OC.GOV.COM Ph. No. 714-667-3281
Address 1143 E. FRUIT STREET, SANTA ANA, CA 92701-4204

Project Description FUEL SYSTEM TESTING (as a subcontractor to TDE) beginning SEPT 2009 TO PRESENT. WE WERE JUST AWARDED CONTRACT FOR SEPT 2012 thru AUG 2013 AS PRIME CONTRACTOR Project Dates (Start and End) SEPT 2012 - AUG 2013
Technical Environment FUEL STATIONS & BACK UP GENERATOR SYSTEMS FOR 11 FACILITIES - w/4 year option
Contract Term(s) 1 year w/4 year option Contract Amount \$90,000

Client/Contractor Name PME - PETROLEUM MARKETING EQUIPMENT
Project Manager/Contact Name JOHN SCRANTON E-mail JSCRANTON@PMECO.NET Ph. No. 714-577-7878
Address 740 MONROE WAY, PLACENTIA, CA 92870

Project Description JOHN SCRANTON & I HAVE WORKED TOGETHER FOR SEVERAL - HE IS CURRENTLY OUR SALESMAN / VENDOR FOR PETROLEUM EQUIPMENT Project Dates (Start and End) OCT 2002 - PRESENT
Technical Environment VENDOR / CONSULTANT FOR PETROLEUM RELATED PROJECTS
Contract Term(s) N/A Contract Amount N/A



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Reference Information Form

Client/Contractor Name LONG BEACH FIRE (CUPA) UST DIVISION
Project Manager/Contact Name KENNETH AYALA E-mail KENNETH.AYALA@LONGBEACH.GOV Ph. No. 562-570-2595
Address 925 HARBOE PLAZA #100, LONG BEACH 90802

Project Description PERFORMED MOST RECENT INSPECTION @ OUR CUSTOMER'S FACILITY (LACOUNTY SHERIFF)
AERO BUREAU - LONG BEACH ON 8/15/12. Project Dates (Start and End) Aug 2009 - Present
Technical Environment PLAN REVIEWER / INSPECTOR
Contract Term(s) N/A Contract Amount N/A

Client/Contractor Name _____
Project Manager/Contact Name _____ E-mail _____ Ph. No. _____
Address _____

Project Description _____
Project Dates (Start and End) _____
Technical Environment _____
Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____
Project Manager/Contact Name _____ E-mail _____ Ph. No. _____
Address _____

Project Description _____
Project Dates (Start and End) _____
Technical Environment _____
Contract Term(s) _____ Contract Amount _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

AW Associates, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

PO Box 2903

City, state, and ZIP code

Corona, CA 92878

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

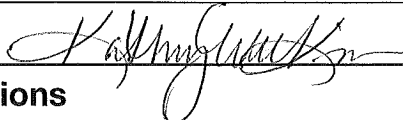
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶



Date ▶ 8/15/12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number

935423

Entity **CORP**

Business Name

A W ASSOCIATES INC

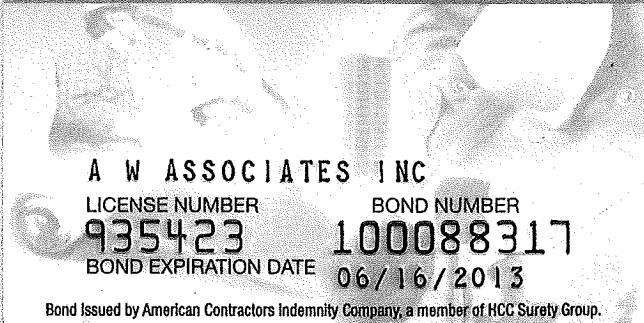
Classification(s) **A**

Expiration Date **07/31/2013**

www.cslb.ca.gov



CALIFORNIA CONTRACTOR



A W ASSOCIATES INC

LICENSE NUMBER

935423

BOND NUMBER

100088317

BOND EXPIRATION DATE

06/16/2013

Bond issued by American Contractors Indemnity Company, a member of HCC Surety Group.

RESUME

Mike McCarthy
951-751-0974

1986-1989 Foreman; Precision Tank Testing, North Hollywood, CA
Underground storage tank testing, and repair for, Southland Corporation, Shell Oil, and UNOCAL.

1989-1996 District Manager; Redwine Testing Service, Bakersfield, CA
Underground storage tank testing, repair, and maintenance, for the U.S. Army, U.S. Navy, and the City of Los Angeles.

1996-2006 General Manager; Prime of California, Paramount, CA
Maintenance, repair, and testing services, for the City of Los Angeles, the City of Long Beach, the City of Vernon, and the Los Angeles Department of Water and Power.

2006-2012 Vice President Compliance; TDE Construction, Rancho Cucamonga, CA
Maintenance, repair, and construction, of fueling facilities throughout California, and Arizona.

2012-present Sales Manager; AW Associates, Corona, CA

ICC Certified (5248502)
California Designated Operator (UC)
UST service technician (UT)
UST installation and repair (UI)
Vapor recovery installation and maintenance (VI)
Manufacturer's certifications
Veeder Root Level 4 certification A27492
Omntec
Bravo Systems
Western Fiberglass
Total Containment
Fiberglass Systems
Icon
Franklin Fueling, Healy, Incon
CNI MFG.

AMERICAN CONTAINMENT

3510-B Standard St. Bakersfield, CA 93308 661-636-2117

Certified Installer, Trainer & Field Service Tech
Single Wall & Double Wall Containment Sumps,
Dispensers and UDC Boxes

MIKE MCCARTHY

Certification Date: 04/02/2010 By Tony Ramirez



Mike McCarthy

TDE Construction Rancho Cucamonga, CA.

EVR System Installation Trained Installer

EVR PHASE 1 626-962-6646

E.O. #VR-104-A

E.O. #VR-104-B

E.O. #VR-104-C

E.O. #VR-104-D

E.O. #VR-104-E

06/07/11

No. 1838

By: Tom Goodwin



CONTAINMENT
SOLUTIONS

**Trained Double Wall Tank Sump
Installation Technician**

TDE Construction & Consulting Services

Company Name

Mike McCarthy

Technician Name

Expiration Date 1/31/14



S. Bravo Systems, Inc.

The Leader in Secondary Containment



DOUBLEWALL + NATIONAL CERTIFIED

FOR INFO ON CERTIFICATION CLASS, VISIT WWW.SBRAVO.COM/CLASS

TDE CONSTRUCTION & CONSULTING
SERVICES INC.

MIKE MCCARTHY

CA LIC# 881139

EXP: 9/22/2013

2929 Vall Ave • Commerce, CA 90040 • 323-888-4133 • www.SBRAVO.com

Confined Space Training



MIKE MCCARTHY

has attended 5 hours of
Confined Space Training

1-15-10
Date

J. Lobb
Instructor



CONTAINMENT
SOLUTIONS

**Trained Fiberglass Tank
Installation Technician**

TDE Construction & Consulting Services

Company Name

Mike McCarthy

Technician Name

Expiration Date 1/31/14

NOV Fiber Glass Systems

has successfully completed Bonder Training as set forth in the
Fiber Glass Systems' Total Quality Installation Program for the
installation of UL listed primary and secondary containment
products.

12/3/10
Date

Renewal of the bonder certification is recommended every three years
or when the specific bonding process has not been practiced for a
period of six months.

STAPLES®



Hose Master LLC certifies that

Mike McCarthy / TDE Construction

Has successfully completed the Hose Master
Installer Training Program

Issued 10/29/2010 Expiration 10/28/2012

HM: Dennis Grappin

Mr Michael McCarthy - 5248502

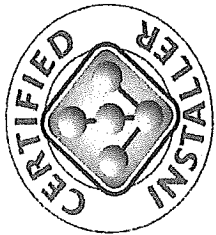
California UST System Operator - Exp. 11/12/2012

Vapor Recovery System Installation and Repair - Exp. 11/07/2013

Mr Michael McCarthy - 5248502

UST Installation/Retrofitting - Exp. 11/07/2013

California UST Service Technician - Exp. 08/23/2013



icon

ike McCarthy
Registration #
201281
Exp. 02/23/2014



www.icontainment.com



OMNTEC Mfg., Inc. 1-877-814-2001
Tank Gauging and Leak Detection Systems

Name Mike McCarthy

Certification # 030210MM

Authorized by *Supp Joseph Nicholson*

Expiration Date 02-10-2014

Install & Svc. ☒

Instruct ☐

*See reverse for explanations

CERTIFICATION



Attestation No. P 6165

Mike McCarthy

T-D-E Construction

VR-102-

Attended Installation Training for EVR Phase I by OPW, Inc.

On: 5/24/2011

Exp Date: 5/24/2013

Completion of this training course does not create a warranty or guaranty by OPW of your installation and/or maintenance of nozzles, vapor recovery systems and EVR PHASE I systems. This training course does not eliminate the need to strictly adhere to manufacturer instructions and procedures when installing and maintaining nozzles, vapor recovery systems and EVR PHASE I Systems. All nozzles, vapor recovery systems and EVR PHASE I Systems must be installed and maintained in accordance with manufacturer instructions and procedures. Attestation applies ONLY to tested named individual.



STAPLES®

FACTORY TRAINING CERTIFICATE

CN: 12-0572
March 20, 2012

TO WHOM IT MAY CONCERN

This is to certify that

Mike McCarthy

of

**TDE Construction & Consulting Services, Inc.
218 N. Sparks Street
Burbank, CA 91506**

**has been factory trained to perform installation and service
of the LEAK ALERT Instruments manufactured**

by

**Universal Sensors and Devices, Inc.
9205 Alabama Avenue, Unit C
Chatsworth, California 91311**

*This Certificate expires one year from the above date
of issuance. The certificate holder is responsible for
contacting the factory for renewal of the Certificate.*

Universal Sensors and Devices, Inc.


Factory Approval Signature



TRAINING CERTIFICATE

PRESENTED TO:

Mike McCarthy

Of: TDE Construction and Consulting Services, Inc.

Has successfully completed a training course for:

Single and Double Wall Sumps, Co-flex Piping

CERTIFICATION DATE: 02/03/12

Valid: February 03, 2012 to February 03, 2014

CERTIFIED BY: Ron Trengove

Western Fiberglass, Inc. • 1555 Copperhill Parkway • Santa Rosa, CA 95403
Ph: (800) 688-3375 or (707) 523-2050

Tony Rodriguez

Experience

February 2011 - Present AW Associates, Inc. Corona, CA

Service Technician

- Perform routine compliance testing on AST and UST fuel storage systems
 - Troubleshoot and repair issues within the fuel systems
 - Prepare quotes for repair work as needed
-

2008 – 2009 PF Services Upland, CA

Service Technician

- Perform routine compliance testing on AST and UST fuel storage systems
 - Troubleshoot and repair issues within the fuel systems
-

2004 – 2008 Inland Petroleum Equipment & Repair Bloomington, CA

Service Technician

- Perform routine compliance testing on AST and UST fuel storage systems
 - Troubleshoot and repair issues within the fuel systems
 - Rebuilt pumps for lube equipment
-

2003 – 2004 Quick Crete Corona, CA

General Laborer

- Performed duties as assigned
-

1999 – 2001 Olsens Market Yuma, AZ

Meat Cutter

- Performed duties as assigned

SGA QMD Rule 681 Testing ID Clearing the air that we breathe

Name
 Antonio Rodriguez

Company
 Inland Petroleum
 Equipment

Periodic Inspection ID
 A-04089



ANTONIO RODRIGUEZ - 5257882
 California UST System Operator - Exp. 02/08/2013
 Vapor Recovery System Testing and Repair - Exp. 03/04/2013

SGA QMD Rule 681 Testing ID Clearing the air that we breathe

Name
 Antonio Rodriguez

Company
 Inland Petroleum
 Equipment

Tester Identification Number
 T-4062



NOV FiberGlass Systems

Antonio Rodriguez
 has successfully completed Bonder Training as set forth in the
 Fiber Glass Systems' Total Quality Installation Program for the
 installation of UL listed primary and secondary containment
 products.

6/28/11
 Date

Renewal of the bonder certification is recommended every three years
 or when the specific bonding process has not been practiced for a
 period of six months.



Franklin Fueling Systems

antonio rodriguez
 aw associates

Certification # 3284143703

Certification Type

Sump Test System Operation - INCON Level 4



Training Date: February 11, 2011
 Expiration Date: February 11, 2013

Code: oQlIrMu3l

Antonio Rodriguez - 8159136

UST Installation/Retrofitting - Exp. 05/16/2014



Franklin Fueling Systems

Antonio Rodriguez
 AW Associates inc

Certification # 5814643704

Certification Type

DC400 Legacy Dispensing Cutoff System



Training Date: May 21, 2012
 Expiration Date: May 21, 2014

Code: X3uDRgpCi4

ANTONIO RODRIGUEZ - 5257882

AST Installation/Retrofitting - Exp. 03/10/2011

California UST Service Technician - Exp. 03/08/2013

Vmi
 Vaporless Manufacturing, Inc.
 8700 East Long Mesa Drive
 Prescott Valley, AZ 86314

Authorized Installation Technician
 Mechanical Line Leak Detector

AW Associates, Inc.
 Antonio Rodriguez #3005

Expires 08/10/2013

Authorized By

This certifies that:

Antonio (Tony) Rodrigues

of:

AW Associates

has completed the recommended Pneumercator Co.
 training course for Installation, Startup, and Repair of
 the following Pneumercator Equipment.

<input checked="" type="checkbox"/> LC1000/PC1000	<input type="checkbox"/> LC2000	<input type="checkbox"/> Flex Probes
<input checked="" type="checkbox"/> TMS2000/3000	<input type="checkbox"/> TMS2000W Wireless	
<input type="checkbox"/>	<input type="checkbox"/>	



OMNTEC Mfg., Inc. 1-877-814-2001
Tank Gauging and Leak Detection Systems

CERTIFICATION

Name Antonio Rodriguez

Certification # 020912AR

Authorized by *Greg Joseph Nicholas*

Expiration Date 02-09-2014

Install & Svc. ☒ Instruct ☐

*See reverse for explanations



REGISTRATION NO. 6076
0070

Antonio Rodriguez

VR-102-

A W Associates Inc.

Attended Installation Training for EVR Phase I by OPW, Inc.

On: 2/24/2011

Exp Date: 2/24/2013

Completion of this training course does not create a warranty or guaranty by OPW of your installation and/or maintenance of nozzles, vapor recovery systems and EVR PHASE I systems. This training course does not eliminate the need to strictly adhere to manufacturer instructions and procedures when installing and maintaining nozzles, vapor recovery systems and EVR PHASE I systems. All nozzles, vapor recovery systems and EVR PHASE I systems must be installed and maintained in accordance with manufacturer instructions and procedures. Attestation applies ONLY to tested named individual.



VEEDER-ROOT Certified Technician

The bearer of this card has successfully completed a manufacturer training course in the listed product(s).

Antonio Rodriguez

Technician #B33114

Expires 2/8/2013

Certified UST Monitoring Technician

(Incl. Secondary Containment Vacuum Sensing - CA only)

You must contact TechnicalTraining@gilbarco.com to confirm the current certification record for this person.



International Code Council
500 New Jersey Avenue, NW
Washington, DC 20001

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

Antonio Rodriguez

Not valid unless signed by certificate holder.
ICC Certification attests to competent knowledge of codes and standards.



International Code Council
500 New Jersey Avenue, NW
Washington, DC 20001

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

Antonio Rodriguez

Not valid unless signed by certificate holder.
ICC Certification attests to competent knowledge of codes and standards.



Franklin Fueling Systems

The person named on this card has demonstrated knowledge of the listed products and installation procedures by completing an exam provided by Franklin Fueling Systems. Each certification is valid for 2 years. The expiration date is listed on the reverse side of this card.

Franklin Fueling Systems
3760 Marsh Road
Madison, WI 53718
800-984-6266



International Code Council
500 New Jersey Avenue, NW
Washington, DC 20001

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

Antonio Rodriguez

Not valid unless signed by certificate holder.
ICC Certification attests to competent knowledge of codes and standards.



Franklin Fueling Systems

The person named on this card has demonstrated knowledge of the listed products and installation procedures by completing an exam provided by Franklin Fueling Systems. Each certification is valid for 2 years. The expiration date is listed on the reverse side of this card.

Franklin Fueling Systems
3760 Marsh Road
Madison, WI 53718
800-984-6266



120 Finn Court
Farmingdale, NY 11735

Tel (631) 293-8450
Fax (631) 293-8533

Product Support

(800) 209-7858

<http://www.pneumercator.com>

Vaporless Manufacturing, Inc.
8700 East Long Mesa Drive
Prescott Valley, AZ 86314

Authorized Catastrophic Testing Technician
Vaporless LDT-890 Tester

AW Associates, Inc.
Antonio Rodriguez #3006

Expires 08/10/2013

Authorized By *[Signature]*



CERTIFICATE OF COMPLETION

RONAN ENGINEERING COMPANY
LEAK DETECTION MEASUREMENT DIVISION
AUTHORIZED SERVICE CONTRACTOR

Presented to:

Mr. Antonio Rodriguez

*Has successfully completed training course for
Ronan Series X76 Leak Detection Monitors*

Signed *SEP*

Issue Date: December 22, 2011

Certification No.: 76090501

FACTORY TRAINING CERTIFICATE

CN: 12-0580
June 14, 2012

TO WHOM IT MAY CONCERN

This is to certify that

Antonio Rodriguez

of

A W Associates
P O Box 2903
Corona, CA 92878-2903

has been factory trained to perform installation and service
of the LEAK ALERT Instruments manufactured

by

Universal Sensors and Devices, Inc.
9205 Alabama Avenue, Unit C
Chatsworth, California 91311

*This Certificate expires one year from the above date
of issuance. The certificate holder is responsible for
contacting the factory for renewal of the Certificate.*

Universal Sensors and Devices, Inc.


Factory Approval Signature



Quality Petroleum Equipment
Solutions for Over 20 Years

Recognizes

**Antonio Rodriguez #3005
of
AW Associates, Inc.**

**Mr. Rodriguez is now certified
to install and replace
Vaporless Manufacturing, Inc.
Mechanical Line Leak Detectors**

**Certificate issued August 11, 2011
(valid for two years from date of issue)**

Gabe Messerly - Vaporless Manufacturing, Inc.

**Vaporless Manufacturing, Inc.
8700 East Long Mesa Drive, Prescott Valley, Arizona 86314
800-367-0185 928-775-5191 Fax: 928-775-5309
Email: vmi@vaporless.com Web Site: www.vaporless.com**



Quality Petroleum Equipment
Solutions for Over 20 Years

Recognizes

**Antonio Rodriguez #3006
of
AW Associates, Inc.**

**Mr. Rodriguez is now certified
in the operation of the
Vaporless Manufacturing, Inc. LDT-890
Leak Detector Tester**

**Certificate issued August 11, 2011
(valid for two years from date of issue)**

Gabe Messerly - Vaporless Manufacturing, Inc.

**Vaporless Manufacturing, Inc.
8700 East Long Mesa Drive, Prescott Valley, Arizona 86314
800-367-0185 928-775-5191 Fax: 928-775-5309
Email: vmi@vaporless.com Web Site: www.vaporless.com**

Jeff Scranton

5478 Jubilee Pl Unit E
Mira Loma, CA 91752

Experience

7/2009 - Present

AW Associates, Inc.

Testing Foreman and Corporate Secretary

- Perform routine compliance testing on aboveground and underground fuel storage systems.
- Troubleshoot and repair issues within the fuel systems.
- Oversee all other testing technicians regarding performance and safety.

2/2006 – 7/2009

Inland Petroleum Equipment and Repair

Field Technician 2/2006 – 5/2007

- Perform numerous tasks related to fuel system construction, maintenance and testing.

Scheduler / Coordinator 5/2007 – 12/2007

- Coordinate all testing and maintenance jobs for approx. 6 technicians.

Construction Coordinator 12/2007 – 7/2009

- Coordinate all construction jobs. Set up rental equipment, track labor and materials, oversee progress on job sites and quote projects. Handled projects ranging from \$2,000 to over \$500,000.

8/2005 – 12/2005

Nashville Equipment Service

Field Technician

- Perform numerous tasks related to fuel system construction, maintenance and testing.

11/2001 – 7/2005

Competrol Station Mfg.

Construction Technician

- Perform numerous tasks related to fuel systems, including heavy equipment operation, grade checking, electrical, plumbing and concrete.

1/2001 – 11/2001

Tank Specialists of California

Construction Technician

- Perform numerous tasks related to fuel systems, including heavy equipment operation, grade checking, electrical, plumbing and concrete.



BlueLine Technologies
 2001 Challenger Avenue, Oroville, CA 95965 ♦ Tel: (866) 267-9765 ♦ Fax: (866) 310-3848
www.blue-linetech.com

Name: Jeff Scranton
 Company: AW Associates
 Certified Trained Installer Card #: CA-2349
 Expires on: 6/13/2013



Franklin Fueling Systems

Jeff scranton Certification # 2191413702
 AW Associates Inc

Certification Type
 FMS Programming - INCON Level 2



Training Date: December 27, 2010
 Expiration Date: December 27, 2012

Code: O6AzEIR3ZI

Franklin Fueling Systems

Jeff scranton Certification # 2191413702
 AW Associates Inc

Certification Type
 VRM Installation - INCON Level 5 - VR-202-M



Training Date: March 22, 2011
 Expiration Date: March 22, 2013

Code: gLkTDekSpk

Jeff Scranton - 8143747
 California UST System Operator - Exp. 03/23/2014

Jeff Scranton - 8143747
 Vapor Recovery System Testing and Repair - Exp. 01/30/2014

NOV Fiber Glass Systems

Jeff Scranton

has successfully completed Bonder Training as set forth in the Fiber Glass Systems' Total Quality Installation Program for the installation of UL listed primary and secondary containment products.

6/28/11
 Date

Renewal of the bonder certification is recommended every three years or when the specific bonding process has not been practiced for a period of six months.

exp. 6/28/14

Franklin Fueling Systems

Jeff scranton Certification # 2191413702
 AW Associates Inc

Certification Type
 Healy Stage II Vapor Recovery - VR-201-M & VR-202-M



Training Date: April 26, 2012
 Expiration Date: April 26, 2014

Code: 8OeWzqVnHi

Franklin Fueling Systems

Jeff scranton Certification # 2191413702
 AW Associates Inc

Certification Type
 Sump Test System Operation - INCON Level 4



Training Date: July 27, 2012
 Expiration Date: July 27, 2014

Code: BLNGXy1uNb

Franklin Fueling Systems

Jeff Soranton - Certification #: 3826213762
 A W Associates Inc

Certification Type
 XP Series Piping Installation

Expiration Date
 Sep-14-2011

Jeff Scranton - 8143747
 California UST Service Technician - Exp. 03/30/2014



Attestation No. P 6077

Jeff Scranton

A W Associates Inc.

VR-102-

Attended Installation Training for EVR Phase I by OPW, Inc.

On: 2/24/2011

Exp Date: 2/24/2013

Completion of this training course does not create a warranty or guaranty by OPW of your installation and/or maintenance of nozzles, vapor recovery systems and EVR PHASE I systems. This training course does not eliminate the need to strictly adhere to manufacturer instructions and procedures when installing and maintaining nozzles, vapor recovery systems and EVR PHASE I Systems. All nozzles, vapor recovery systems and EVR PHASE I Systems must be installed and maintained in accordance with manufacturer instructions and procedures. Attestation applies ONLY to tested named individual.



VEEDER-ROOT Certified Technician

The bearer of this card has successfully completed a manufacturer training course in the listed product(s).

Jeff Scranton

Technician #B34031

Expires 9/16/2013

Certified UST Monitoring Technician
(Incl. Secondary Containment Vacuum Sensing - CA only)

You must contact TechnicalTraining@gilbarco.com to confirm the current certification record for this person.

Name

Jeff Scranton

Company

Inland Petroleum

Tester ID

T-6013

March 31, 2006



VEEDER-ROOT Certified Technician

Expires - 9/16/2013

The bearer of this card has successfully completed a manufacturer training course in the listed product(s).

Jeff Scranton

Technician #B34031

VR Vapor Products

ISD / PMC / CCVP / Wireless ISD-PMC

You must contact TechnicalTraining@gilbarco.com to confirm the current certification record for this person.



Vaporless Manufacturing, Inc.

8700 East Long Mesa Drive

Prescott Valley, AZ 86314

Authorized Catastrophic Testing Technician
Vaporless LDT-890 Tester

AW Associates, Inc.

Jeff Scranton #2474

Expires 11/02/2013

Authorized By



CERTIFICATE OF COMPLETION

RONAN ENGINEERING COMPANY
LEAK DETECTION MEASUREMENT DIVISION
AUTHORIZED SERVICE CONTRACTOR

Presented to:

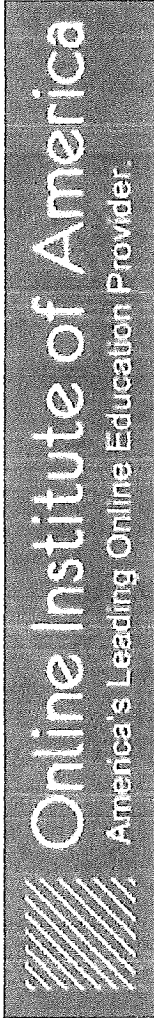
Mr. Jeff Scranton

*Has successfully completed training course for
Ronan Series X76 Leak Detection Monitors*

Signed *Sen. J. Scranton*

Issue Date: July 6, 2010

Certification No.: 76100701



Certificate of Course Completion

Jeff J Scranton

8 Hr HAZWOPER Refresher

12/02/2011 16:38 CST

Student's Name

Course Title

Course Completion Date

Student's Signature

8

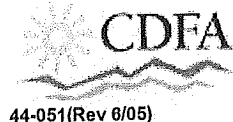
of hours approved

2160898

Certificate Number

I hereby attest that I have completed the above named
Safety course in accordance with the ethical guidelines
Defined by Classroom Online.
I acknowledge that I consumed all information and took
All Pertinent Quizzes and/or final tests.

Online Institute of America
A Division of Classroom Online Network
Powered by 360training.com
607 Rolling Green Drive
Lakeway, TX 78734
1-877-250-4435 : Toll-Free



DEPARTMENT OF FOOD AND AGRICULTURE

DIVISION OF MEASUREMENT STANDARDS

6790 Florin-Perkins Rd., Ste. 100, Sacramento, CA 95828-1812

PHONE #: (916) 229-3000

SERVICE AGENCY REGISTRATION CERTIFICATE

No person shall engage in business as a service agency unless registered by the Secretary of Food and Agriculture and the current registration fee and penalties have been paid. (\$12532 Business and Profession Code)

AW ASSOCIATES, INC.

ATTN: KATHY WILKERSON

P.O. BOX 2903

CORONA, CA 92882

Registration No

3471

Total Fees Remitted

\$225.00

Effective Date

9/1/2011

Registration Expires

8/31/2012

Primary Location

2148 Belwood Circle

Corona, CA 92882

(951) 372-9319

Active Agent(s) - 1

Agent Identification

First Name	MI	Last Name	License Number	Expiration Date
Jeff		Scranton	07583	01/20/15

RETAIN FOR LICENSE REPLACEMENT

Submit \$10 to replace a lost or mutilated license.

Name _____

Address _____

was examined as a Service Agent for weighing and measuring devices on _____,

attained a passing grade, and was assigned license number

07583

Send form & fee to: Division of Measurement Standards at 6790 Florin Perkins Road,
Suite 100, Sacramento, CA 95828-1812. Make check payable to: CDFA 50.20.04

STATE OF CALIFORNIA SERVICE AGENT LICENSE

Issued by the
Department of Food and Agriculture
Division of Measurement Standards
6790 Florin Perkins Road, Suite 100, Sacramento, CA 95828-1812

This is to certify that _____ has been
examined on the laws and regulations governing weights and measures
and is licensed as a Service Agent in California pursuant to Section 12540,
Chapter 5.5 of the California Business and Professions Code.

License Number

07583

Signature of Agent

1-21-2015
Expires

To add an agent or additional location: Print the names and/or additional locations on a copy of this Certificate.
Make Check Payable to: CDFA 52004.

Mail it with fees to: Cashier, Department of Food and Agriculture, P.O. Box 942872, Sacramento, CA 94271-2872

You are responsible to renew this Certificate. If you do not receive a renewal notice, your current Certificate should be used to renew.

For additional information, refer to our website: <http://www.cdffa.ca.gov/dms/programs/ras/ras.html>

Kathy Wilkerson

Experience

March 2009 - Present AW Associates, Inc. Corona, CA

President / Owner

- Run day to day operations of the company
 - All Accounting – A/R, A/P, Payroll and Corporate Duties
 - Scheduling all work –
-

August 04 – March 09 Inland Petroleum Equipment & Repair Bloomington, CA

Testing and Maintenance Manager – Project Coordinator

- Responsible for all financial reporting to Corporate Officers
 - Responsible for overseeing twenty employees
 - Scheduling and overseeing all construction and testing and maintenance projects
-

October 02 – August 04 Tank Specialists of California Corona, CA

Testing and Maintenance Coordinator – Inside Sales

- Inside Sales
 - Responsible for all testing and maintenance project coordination and billing
 - Customer Service
-

October 2000 – Oct 02 Provanta Debt Resolution Riverside, CA

Office Manger

- Inside Sales
 - Court Investigation
 - Customer Service
-

Education

August 1979 Skadron Business School San Bernardino, CA

Administrative Assistant

- Certification of Completion
-

References

References are available on request.