



CITY OF BELL GARDENS
PUBLIC WORKS DEPARTMENT

8327 GARFIELD AVENUE • BELL GARDENS, CALIFORNIA 90201-6122
(562) 806-7770 FAX (562) 806-7789 • WWW.BELLGARDENS.ORG

SOIL REMEDIATION PROJECT AT FORMER BERK OIL SITE

CIP NO. 3927

ADDENDUM NO. 1

May 22, 2024

This addendum is being issued for the **CONTRACT DOCUMENTS, PLANS, SPECIFICATIONS AND STANDARD DRAWINGS FOR THE SOIL REMEDIATION PROJECT AT THE FORMER BERL OIL SITE (the "Bid Documents")**.

Submit a bid with the full understanding and full consideration of this addendum.

The addendum is being issued to make the following changes to the Bid Documents:

1. Appendix "A" (Construction Plans) is replaced with the attached Appendix "A-R1" (Construction Plans).
2. Appendix "B" (Technical Specifications for Remediation) is replaced with the attached Appendix "B-R1" (Technical Specifications for Remediation).

Inform subcontractors and suppliers as necessary.

Sincerely,

Bernardo Iniguez
Director of Public Works/Facilities

Attachments:

Appendix A-R1 (Construction Plans)
Appendix B-R1 (Technical Specifications for Remediation)

The bidder shall individually identify and acknowledge receipt of this addendum by signing and enclosing a copy of this form in their bid submittal. Failure to do so may result in disqualification of their bid submittal.

Signature of Bidder

5/31/24

Date

Engineering/Remediation Resources Group, Inc. (ERRG), 18231 Irine Blvd, Suite 200, Tustin, CA 92780
Bidder Firm Name and Address



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SOIL REMEDIATION PROJECT AT FORMER BERK OIL SITE

CIP NO. 3927

ADDENDUM NO. 2

May 24, 2024

This addendum is being issued for the **CONTRACT DOCUMENTS, PLANS, SPECIFICATIONS AND STANDARD DRAWINGS FOR THE SOIL REMEDIATION PROJECT AT THE FORMER BERL OIL SITE (the "Bid Documents")**.

Submit a bid with the full understanding and full consideration of this addendum.

- A. The addendum is being issued to make the following changes to the Bid Documents:

The Bid Schedule entries and dates on Page i are revised to read as follows:

- Bid Period: May 14, 2024 – June 11, 2024
- Mandatory Pre-Bid Meeting: May 23, 2024 at 10:00 AM
- Requests for Information Due: May 30, 2024 at 12:00 PM (noon)
- Bidders Information Sheet Due: May 30, 2024 at 5:00 PM
- Bid Opening: June 11, 2024 at 11:00 AM
- Award of Contract: June 24, 2024 City Council meeting
- Post-Award Meeting: July 2, 2024
- Work Plans and other Submittals: July 3, 2024 – August 2, 2024
- Construction Begins: August 5, 2024

- B. The addendum is being issued to incorporate the following Questions and Answers ("Q&A") into the Bid Documents:

RESPONSE TO REQUESTS FOR INFORMATION NO. 1

1. *Q: There is no provided information on who/how to send in questions for this project. Can you please provide a contact or source for submitting questions? Please also provide last day questions can be submitted?*

A: Please see Section A above for the last day to submit questions/requests for information. Please send questions/requests for information electronically via email to: biniguez@bellgardens.org with a copy to the following: andi.hope.cox@wsp.com, dbenash@bowman.com, kgonzalez@bellgardens.org.

**Addendum No. 2
Contract Documents, Plans, Specifications and Standard Drawings for
the Soil Remediation Project at the Former Berk Oil Site
Page 2 of 2**

Inform subcontractors and suppliers as necessary.

Sincerely,



**Bernardo Iniguez
Director of Public Works/Facilities**

The bidder shall individually identify and acknowledge receipt of this addendum by signing and enclosing a copy of this form in their bid submittal. Failure to do so may result in disqualification of their bid submittal.



Signature of Bidder

5/31/24

Date

Engineering/Remediation Resources Group, Inc. (ERRG), 18231 Irine Blvd, Suite 200, Tustin, CA 92780
Bidder Firm Name and Address



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SOIL REMEDIATION PROJECT AT FORMER BERK OIL SITE

CIP NO. 3927

ADDENDUM NO. 3

June 6, 2024

This addendum is being issued for the **CONTRACT DOCUMENTS, PLANS, SPECIFICATIONS AND STANDARD DRAWINGS FOR THE SOIL REMEDIATION PROJECT AT THE FORMER BERL OIL SITE** (the "Bid Documents").

Submit a bid with the full understanding and full consideration of this addendum.

The addendum is being issued to incorporate the following Questions and Answers ("Q&A") into the Bid Documents:

RESPONSE TO REQUESTS FOR INFORMATION NO. 2

Bidders' Questions have been grouped into the following categories.

1. Contracting and Schedule
2. Permitting and Access
3. General Sitework
4. Fencing
5. Concrete and Asphalt Removal
6. General Debris Removal and Demolition
7. Technical Specifications – General
8. Technical Specifications – Waste Management
9. Surveying

In some cases, similar questions receive one consolidated reply.

Answers are in blue.

1. Contracting and Schedule

- A. The Bell Garden's Engineering Cost Estimate increased from \$3.1M to \$3.6M, but the base bid schedule quantities are basically the same, with a few Item Number quantities (B-2 and B-3) decreasing. Please provide an explanation for the overall estimate increase.

The bid form has been revised from the previous Plans and Specifications issued in March 2024. The previous bid item B.2 has been divided into items B.2 and B.3 to specify fence installation requirements. The previous Bid item B.5 has been divided into items B.5 and B.6. The quantity of concrete and asphalt to be removed has increased after further site investigation.

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**Contract Documents, Plans, Specifications and Standard Drawings for
the Soil Remediation Project at the Former Berk Oil Site**

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- B. Will the City provide a two-week extension due to the holiday weekend and ability to respond to RFI responses?

The City will not be providing an extension.

- C. Contractor requests confirmation that for this public works contract, the Contractor is required to conduct work in accordance with the CA Public Works Manual for apprentice requirements.

Confirmed.

- D. Contractor requests the applicable prevailing wage determinations for operators, laborers, on/off hauling to/from construction site (T&D drivers), truck drivers on the construction site (i.e., water truck drivers), and any other applicable wage determinations.

All applicable wage determinations are on the DIR website.

- E. The Contractor requests copy of section 9-3.2 for specification of retention from progress payments.

The referenced section is from the Standard Specifications for Public Works Construction. Refer to page GP-3 for how to purchase this document.

- F. Is the Contractor and its subcontractors required to have in-hand the City of Bell Gardens business license at time of bid-submittal, or prior to start of field work?

Prior to the start of fieldwork.

- G. Please confirm that the required agency permits will be issued by the Agency to the contractor at no cost to the contractor.

Per Section 2-2 of the Special Provisions provided, "The AGENCY will issue the permits at no charge to the Contractor."

- H. Can the performance window ("References" section on page C-6 of bid package) be expanded to 5 years, instead of the current 2 years, to allow for contractors to provide the most representative projects that are similar in scope and magnitude?

Per Page C-6, the performance window is 5-years.

- I. Will the truck drivers for the removal of impacted soil be required to be paid prevailing wage for the entire round trip or only while on site?

Prevailing wage applies for the entire trip.

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Contract Documents, Plans, Specifications and Standard Drawings for
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- J. The Engineer's estimate from the previous bid to the current bid has increased by approximately \$400,000. What activities have changed to cause the increase in the Engineer's estimates costs?

Please see the explanation for A.

2. Permitting and Access

- A. Please confirm Union Pacific easement / boundary

The Contractor shall assume that the Union Pacific easement/boundary is 50-feet from the center of the track line on each side. Please note that the City will be acquiring the necessary permits for any work within the Right-of-Way.

- B. Does AQMD Rule 1166 apply to this site? Are VOCs expected to be present in the soil? If so, is there to be a site-specific Rule 1166 plan written? By whom?

Since VOCs are not expected to be encountered in shallow soil at this site, Rule 1166 is not applicable to this project.

- C. Does AQMD Rule 1466 apply to this site?

AQMD Rule 1466 includes lead and benzo[a]pyrene as "Applicable Toxic Air Contaminants" and so this rule applies.

3. General Sitework

- A. The Revised Draft Removal Action Work Plan (WSP, August 2023) Appendix B lists a total of approximately 5,276 CY (e.g., 9,497 tons at a 1.8 conversion listed in the table) of soil for excavation and T&D for this project. The RFP Base Bid Scheule lists a total of 14,508 tons of soil for excavation and T&D for this project. Please explain this discrepancy.

The quantity has changed due to the following:

- Review of soil data
- Rationalization and adjustment of sub-area boundaries
- Allowance for sloping of excavation sidewalls
- Contingency allowance for additional excavation after confirmation sampling, if required.

- B. Please confirm all three gates along Shull St will be allowed to be operational and use as entrance or exits.

For the purposes of the bid, assume that the westernmost and easternmost gates, only, are available.

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**Contract Documents, Plans, Specifications and Standard Drawings for
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- C. Please confirm there are no live wet or dry underground utilities on site. If so, please provide as-builts.

There are no known utilities on site. However, per the contract documents, "the Contractor shall be responsible to contact USA to mark all utilities and shall conduct utility investigations to protect all marked utilities in place. Any damaged utility line shall be repaired at the Contractor's sole expense."

- D. Please confirm voltage of overhead powerlines & provider along Shull St.

The voltage of the overhead power lines that are on-site or along the property boundary is 16 KV.

- E. Please confirm there are no BMP structures onsite. If so, please provide descriptions and locations of structures.

There are no known BMP structures onsite.

- F. Is city water service available on site?

There is no water source on site. However, there is a City hydrant near the northeast corner of the site. See Survey Drawing 2 of 4.

- G. Is live monitoring required for construction site video camera monitoring?

Yes. However, the system may include an AI component to alert live security staff. Note that the primary purpose of this system is to monitor for the entrance of intruders into excavations and onto stockpiles where hazardous materials may be present, and to alert the Bell Gardens Police Department. Contractor may use this system to monitor the security of its own equipment and materials as long as the primary purpose of security is not compromised.

- H. Is Contractor required to protect in place all the groundwater monitoring well casings above grade? Note: To what distance? If any are in the excavation areas, what then?

The Contractor is required to protect in place all the groundwater monitoring well boxes and above ground casing. But as necessary, Engineer will work with Contractor to modify above-ground casings in the way of excavation equipment. Currently, there is no well vault existing in the areas to be excavated, but depending on schedule some well casings may be installed near areas to be excavated. Engineer will work with Contractor to protect wells where practical or destroy well casing if necessary.

Addendum No. 3

Contract Documents, Plans, Specifications and Standard Drawings for the Soil Remediation Project at the Former Berk Oil Site

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- I. Will trucking backfill onto the site at night be allowed?

Per the contract documents, the contractor's activities shall be confined to the hours between 7:00 a.m. and 4:30 p.m., Monday through Friday, excluding holidays. Prior consent of the Engineer will be required for work at night except in emergencies involving immediate hazard to persons or property.

- J. Is there an environmental consultant overseeing and directing the work? If not, who is directing and overseeing excavation activities, and how will excavation areas be marked?

The Engineer (WSP) will have staff oversee excavation activities. Excavation areas will be marked by the Contractor with coordinates provided by the Engineer.

- K. There are monitoring wells and vapor probes onsite – are these to be protected in place and left as-is?

See answer to H above.

- L. A power drop with meter was visually observed to exist at the northwest corner of the site. Is this available to the contractor to connect to the office trailer?

The owner of this power drop is unknown. Bidders should assume that the power drop is not available.

- M. When self-performing the total soil excavation take-off volumes, the total is about 2,000 BCY less than what bid item C.2 shows (8,060 BCY). Was there any over-excavation accounted for in the bid quantity? If confirmation samples fail and over-excavation will be required, how will those quantities be paid for? Over-excavation is a less efficient exercise that generally warrants its own unit rate.

The bid quantity includes an allowance for excavation side slopes and a contingency to account for additional excavation should confirmation samples fail. Any additional excavation and disposal will be paid for at the bid rates.

4. Fencing

- A. Please confirm all fencing to be installed onsite will be in accordance with Caltrans standards drawings A85, per drawing plans sheet 8, 12, 14.

Fencing on the western side of the site, adjacent or within the Caltrans right-of-way is to follow Caltrans standard drawing A85. Fencing at the southern side of the site, adjacent to the UPRR railroad is to be a semi-permanent post-driven fence, of a type to be proposed by the contractor and approved by the Engineer.

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B. Will windscreen be allowed to be installed on the inside of the property?

Yes.

C. Please confirm if existing windscreen is not damaged it will not need to be removed.

If existing windscreen is in adequately good conditions, it is not necessary to replace it.

D. Will all gates functioning or not require windscreen?

Yes.

E. Please confirm the total LF of windscreen to be installed on the property.

Windscreen shall be installed on all new fencing, of which there is 950 linear feet. Note that to the extent that any new windscreen or repair of existing windscreen that is required to comply with AQMD Rule 1466, this shall be provided by the contractor at no additional cost to the City. Also see answer to J., below.

F. Is the block wall on the southeast corner within the property line?

Yes.

G. Per drawing plans sheet 8, along the Union Pacific RR it states (Remove existing fence and replace with 6' high chain link fence with windscreen.) Is the existing fencing in regard to the current 3' block wall?

Please see the updated drawings and notes. Sheet 8 no longer states "Remove existing fence and replace with 6' high chain link fence with windscreen." The new note states "Install 6-ft high chain link fence with windscreen." There is also a reference to note 2, which states that this is temporary fence, specified as post-driven chain link fence. The fence is to be installed north of the 3-foot block wall.

H. South fence line: a deteriorated pony wall, plus its footing, exist at the southeast corner of the property line and whose location conflicts with the new fence to be installed. If the pony wall is to be demolished, please provide a revised bid schedule with bid item for this removal. If the pony wall is to be protected in place, please provide a construction detail showing how the new fence is to be installed in conjunction with the pony wall.

Please see the answer to G.

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Contract Documents, Plans, Specifications and Standard Drawings for the Soil Remediation Project at the Former Berk Oil Site Page 7 of 11

- I. DWG C-1, South Fence Line: Note 2 describes this post-driven fence as a temporary fence. Does that mean the contractor needs to remove the fence at the end of the job? Or does it remain in place?

The fence is to remain in place at the end of construction.

- J. DWG C-1, North Fence Line: a note directs "ATTACH WINDSCREEN TO FENCING ABOVE WALL", but there is no bid item for attach windscreen only. The other bid items that mention windscreen are associated with installing new fence. Please revise bid schedule to include bid item for 250 LF of windscreen only.

See answer to E. Some of the existing windscreen along the north fence line may be in a suitable condition to comply with the requirements of AQMD Rule 1466. If it is not, then contractor shall replace it, with the cost included under the contractor's general costs to comply with the windscreen requirements in Rule 1466. Contractor shall bear the costs of all activities required to comply with the requirements of Rule 1466, unless explicitly separately quantified in the contract documents.

5. Concrete and Asphalt Removal

- A. Please confirm concrete to be removed and demolished is 27,300 SF and is only the three locations as described on the drawing plans per sheet 8.

Please see the updated drawing in Addendum no. 1 and refer to the bid schedule. There is 27,300 square feet of concrete to be removed in the locations shown on the drawings included in Addendum no. 1.

- B. Please confirm thickness of concrete to be removed and demolished.

Per the Bid Item Descriptions in Section 01 10 00 of the Technical Specifications, "site concrete is estimated to be 4 inches thick."

- C. Please confirm area of concrete to remain for treatment system will be 60' x 62'.

That is approximately correct.

- D. Please confirm quantity of existing site asphalt to be removed is 5,300 SF.

Per the bid schedule, the quantity of existing site asphalt to be removed is 5,300 square feet.

- E. Please share the locations of asphalt to be removed that equal up to 5,300 SF.

Please refer to the updated drawings in Addendum no. 1, specifically DWG C-1.

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**Contract Documents, Plans, Specifications and Standard Drawings for
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F. What is the thickness of the asphalt to be removed?

Per the Bid Item Descriptions in Section 01 10 00 of the Technical Specifications, "site asphalt is estimated to be 3 inches thick."

G. For bidding purposes, shall contractor assume asphalt areas are 2 inches thick in locations identified for removal?

Please see response to question F.

H. B.5 – Demolish concrete paving – is there an average thickness to be assumed for the base bid? Is there rebar expected to be encountered?

Please see response to question B. for thickness. To the best of Engineer's knowledge, rebar is not expected to be encountered in concrete.

I. B.6 – Demolish asphalt paving – is there an average thickness to be assumed for the base bid?

Please see response to question F.

6. General Debris Removal and Demolition

A. B.7 – Regarding clearing the site, the volume of green waste is presently growing – is there a volume that we should assume for a base bid?

No. Bidders are to determine quantity based on field visit.

7. Technical Specifications - General

A. Contractor requests confirmation that the Engineer (WSP) is responsible for all confirmation soil sample collection and analysis of the excavation limits.

Yes.

B. Is the Contractor responsible for having a Dust Control Supervisor (DCS) certified by the SQACMD to employ dust control measures and ensure compliance with Rules 403 and 1466)?

Yes. Per Part 3.3 of Section 01 57 19 of the Technical Specifications, "Contractor shall assign a Dust Control Supervisor (DCS) certified by the SCAQMD to employ dust control measures to ensure compliance with all applicable Rules (403 and 1466)."

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**Contract Documents, Plans, Specifications and Standard Drawings for
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- C. Confirm the Prime Contractor is to have a company-wide established lead monitoring program.

This is not necessary.

- D. Does import backfill need to be certified clean and/or follow DTSC backfill guidelines? If so, who is approving that? Is this to be detailed in the SMP?

Yes. Per Part 1.5D of Section 31 23 00 of the Technical Specifications, the Engineer will review and approve analytical results for import fill. Analytical results will be compared to the standards in the DTSC's Information Advisory, Clean Imported Fill Material Fact Sheet (dated October 2001).

- E. For the crushed material that is to be installed upon completion (3" thick), is there a specification as to the type of material?

Per the detail on DWG C-7, the material for gravel surfacing is to be 3/4" Crushed Gravel Rolled Smooth. The subgrade of the gravel is to be compacted to 90% relative compaction. The following grading may be assumed:

SIEVE SIZE	PERCENTAGE PASSING SIEVE
GRAVEL OR CRUSHED ROCK	
1 INCH	100
3/4 INCH	90-100
#4	35-65
#200	2-9

- F. Work Plans: spec 01 10 00, section 1.5.A shows one additional contractor required work plan (Waste Management Plan) that is not on the bid schedule. Which list of work plans is correct?

The list of work plans in the Bid Schedule is correct. The information that would be held in the 'Waste Management Plan' should be incorporated into the other required plans.

8. Waste Management

- A. Please confirm clean material can be stockpiled more than 400 cubic yards and higher than the perimeter fencing.

According to Rule 1466, fencing shall be at least 6 inches taller than the height of the tallest stockpile, and so stockpiles shall not exceed 5.5 feet and stockpiles shall not be more than 400 cubic yards of soil.

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**Contract Documents, Plans, Specifications and Standard Drawings for
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- B. Will there be any downtime after excavations and prior to backfill in order to accommodate any confirmation sampling? Is there to be any such sampling, who will do that work if it is to happen?

Per Part 3.14 of Section 31 23 00 of the Technical Specifications, "Confirmation sampling of excavation sidewalls and bottoms will be conducted by the Engineer. Contractor shall facilitate access to the sampling areas and account for sampling activities in their construction schedule. Based on the results of confirmation sampling, additional excavation may be required as directed by the Engineer." Engineer will direct the laboratory to analyze soil samples on a 24-hour turnaround basis.

- C. Solubility data of the soil is missing – is any additional testing for waste profiling the responsibility of the contractor?

Yes, per Part 3.3 of Section 01 74 19 of the Technical Specifications, "The excavation contractor will be responsible for ensuring that samples for waste profiling are collected and analyzed as per the requirements of the disposal facility."

- D. Is there an applicable waste diversion program and does diversion need to be tracked?

Not applicable since this is a soil remediation project. However, Contractor is encouraged to divert at least 65% of non-contaminated construction and demolition debris generated from construction activities.

9. Surveying

- A. B.8 – Surveying – is there a definition of that scope?

Please refer to Item B.8 in the Bid Item Descriptions included in Section 01 10 00 of the Technical Specifications.

Inform subcontractors and suppliers as necessary.

Sincerely,



Bernardo Iniguez
Director of Public Works/Facilities

**Addendum No. 3
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the Soil Remediation Project at the Former Berk Oil Site
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The bidder shall individually identify and acknowledge receipt of this addendum by signing and enclosing a copy of this form in their bid submittal. Failure to do so may result in disqualification of their bid submittal.



Signature of Bidder

06/07/2024

Date

Engineering/Remediation Resources Group, Inc., 18231 Irvine Blvd, Suite 200, Tustin, CA 92780

Bidder Firm Name and Address

BASE BID SCHEDULE: SOIL REMEDIATION PROJECT AT FORMER BERK OIL SITE

Item No.	Description	Estimated Quantity	Unit	Unit Price \$	Extended Amount \$
A.	Submittals and Work Plans				
A.1	Prepare Health and Safety Plan	1	LS	\$ 8,406.05	\$ 8,406.05
A.2	Prepare Soil Management Plan	1	LS	\$ 7,060.88	\$ 7,060.88
A.3	Prepare Transportation Plan	1	LS	\$ 4,512.41	\$ 4,512.41
A.4	Prepare Site-Specific Decontamination Plan	1	LS	\$ 4,512.41	\$ 4,512.41
A.5	Prepare Site-Specific Dust Control and Monitoring Plan	1	LS	\$ 4,512.41	\$ 4,512.41
A.6	Prepare Construction Management Plan	1	LS	\$ 5,297.94	\$ 5,297.94
	Subtotal				\$ 34,302.10
B.	Mobilization and Site Preparation				
B.1	Mobilization	1	LS	\$ 130,407.17	\$ 130,407.17
B.2	Install Driven Post Chain Link Fencing and Windscreen - 6 Feet High	370	LF	\$ 61.74	\$ 22,842.74
B.3	Install Caltrans Chain Link Fence and Windscreen	580	LF	\$ 70.02	\$ 40,609.32
B.4	Provide and Install Environmental Controls (stormwater BMPs, dust control, decontamination station) and H&S Monitoring	1	LS	\$ 9,619.14	\$ 9,619.14
B.5	Demolish Existing Site Concrete Paving, and Recycle/Dispose	27,300	SF	\$ 2.23	\$ 60,937.23
B.6	Demolish Existing Site Asphalt Paving and Recycle/Dispose	5,300	SF	\$ 4.14	\$ 21,934.77
B.7	Site Clearing and Debris Removal	1	LS	\$ 8,499.66	\$ 8,499.66
B.8	Surveying	1	LS	\$ 16,128.03	\$ 16,128.03
B.9	Site Security	1	LS	\$ 10,839.19	\$ 10,839.19
	Subtotal				\$ 321,817.25
C.	Excavation and Disposal				
C.1	Operate and Monitor Environmental Controls (stormwater BMPs, dust control, decontamination station) and H&S Monitoring	1	LS	\$ 13,955.83	\$ 13,955.83
C.2	Excavate 2 to 6 Feet and Load Soil	8,060	BCY	\$ 30.47	\$ 245,611.54

Item No.	Description	Estimated Quantity	Unit	Unit Price \$	Extended Amount \$
C.3	Transportation and Disposal of RCRA-Hazardous Soil	2,507	tons	\$ 250.70	\$ 628,503.40
C.4	Transportation and Disposal of California-Hazardous Soil	1,123	tons	\$ 125.98	\$ 141,477.22
C.5	Transportation and Disposal of Non-Hazardous Soil	10,878	tons	\$ 65.01	\$ 707,193.23
	Subtotal				\$ 1,736,741.21
D	Site Restoration				
D.1	Provide, Backfill, and Compact Import Fill	8,060	BCY	\$ 26.98	\$ 217,452.32
D.2	Gravel Surfacing - 3 inch thick	187,000	SF	\$ 0.74	\$ 137,632.36
D.3	Demobilize from Site	1	LS	\$ 11,470.04	\$ 11,470.04
	Subtotal				\$ 366,554.72
TOTAL AMOUNT BASE BID IN FIGURES:				\$	2,459,415.28

TOTAL AMOUNT IN WORDS BASE BID:

Two million four hundred fifty nine thousand four hundred fifteen dollars and twenty eight cents

Engineering/Remediation Resources Group, Inc.
 Company Name

Bidder's Signature

IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

If the City determines to award a contract for this Base Bid, the City's determination will be based on the best interest of the City.

The Contractor shall complete all work in every detail within seventy (70) working days comprised of twenty (20) working days for Contractor's preparation of Work Plans and Engineer's review, five (5) working days for mobilization, forty (40) working days for construction, and five (5) working days for demobilization, after the effective date in the Notice to Proceed with the Work to be issued by the CITY.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work that are in excess of one-half of 1 percent of the total amount bid or \$10,000, whichever is greater, as follows:

Name:	Costera Waste & Environmental, Inc.
Address:	14 El Vaquero Rancho Santa Margarita, CA 92688
Telephone No.:	949-842-5554
State License No.:	1068264
Portion of Work:	Transport and Disposal
Name:	Calvada Surveying, Inc.
Address:	411 Jenks Cir., Ste. 205 Corona, CA 92878
Telephone No.:	951-280-9960
State License No.:	03923813
Portion of Work:	Topographic Surveying
Name:	Twining, Inc.
Address:	3310 Airport Way Long Beach, CA 90806
Telephone No.:	949-230-5703
State License No.:	N/A
Portion of Work:	Compaction Testing
Name:	Gold Coast Fence, Inc
Address:	2119 E. Curry St. Long Beach, CA 90805
Telephone No.:	562-867-2027
State License No.:	950797
Portion of Work:	Fencing and Windscreen
Name:	Willscot
Address:	11811 Greenstone Ave. Santa Fe Springs California, 90670
Telephone No.:	800-782-1500
State License No.:	606382
Portion of Work:	Office Trailer
Name:	SNG Materials
Address:	12087 Lopez Canyon Rd., #115 Sylmar, CA. 91342
Telephone No.:	(805) 428-8500
State License No.:	N/A
Portion of Work:	Backfill

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

REFERENCES

BIDDER shall provide the names, addresses, and telephone numbers for three private entities and/or public agencies (consisting of cities or counties), for which BIDDER has performed similar SOIL REMEDIATION WORK for a contract amount greater than or equal to \$1,000,000 within the past 5 years, and may included in-progress projects.

1. California Department of Toxic Substances Control, 8800 Cal Center Drive, Sacramento, CA 95826

Name and Address of Owner

John Bystra, 916-255-3669

Name and telephone number of person familiar with project

\$41,320,795.42

Soil Remediation

09/30/24

Contract amount

Type of work

Date completed

2. California Department of General Services, 707 3rd Street, West Sacramento, CA 95605

Name and Address of Owner

Chris Ellicock, 916-204-2587

Name and telephone number of person familiar with project

\$1,264,177.96

Tank Decommissioning

06/22/22

Contract amount

Type of work

Date completed

3. California Department of Parks and Recreation, 301 Caspian Way, Imperial Beach, CA 91932

Name and Address of Owner

Christopher Peregrin, 619-575-3613

Name and telephone number of person familiar with project

\$5,435,568.60

Soil Remediation

06/30/23

Contract amount

Type of work

Date completed

BIDDER shall provide the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds for the work:

Lockton Companies, Tom Branigan, Managing Director

Three Embarcadero Center, Ste 600; San Francisco, CA 94111 | 415-568-4116

Berkshire Hathaway Specialty Insurance, Lindsay Machacek, Senior Underwriter

655 Montgomery Street, Suite 1100, San Francisco, CA 94111 | 415-659-5589

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any AGENCY, State or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NONCOLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name Engineering/Remediation Resources Group, Inc.

Business Address 18231 Irvine Boulevard, Ste 200, Tustin, CA 92780

Telephone 714-597-7750

State Contractor's License No. and Class 743750, A HAZ C-21

Original Date Issued 12/12/1997 Expiration Date 12/31/2025

The following are the names, titles, addresses, and telephone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal (use additional 8 1/2" x 11" sheets if needed):

- Cynthia A. Liu, PE, President and CEO | 4585 Pacheco Blvd, Suite 200, Martinez, CA 94553 | 925-969-0750
- Bradley S. Hall, PG, PMP, Vice President | 4585 Pacheco Blvd, Suite 200, Martinez, CA 94553 | 925-969-0750
- Rowan Tucker, Vice President | 4585 Pacheco Blvd, Suite 200, Martinez, CA 94553 | 925-969-0750
- Randy Randall, Vice President | 15333 NE 90th Street, Redmond, WA 98052 | 425-658-5026
- David Tang, PE, GE, Principal Engineer | 4585 Pacheco Blvd, Suite 200, Martinez, CA 94553 | 925-969-0750

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal, or any firm, corporation, partnership or joint venturer of which any principal having an interest in this proposal was an owner, corporate officer, partner or joint venturer are as follows:

N/A

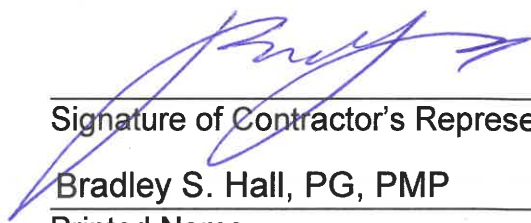
All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seal of all forenamed principals this 11 day of June, 2024.

BIDDER Engineering/Remediation Resources Group, Inc. (ERRG)

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.



Signature of Contractor's Representative
Bradley S. Hall, PG, PMP

Printed Name
Vice President

Title

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

Subscribed and sworn to (or affirmed) before me on this 31st
day of May, 2024, by Bradley Hall

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in black ink, appearing to read "Connor Michael Brueheim", written over a horizontal line.

PROPOSAL GUARANTEE
BID BOND
FOR
SOIL REMEDIATION PROJECT
AT FORMER BERK OIL SITE
CIP NO. 3927
IN THE CITY OF BELL GARDENS

KNOW ALL PERSONS BY THESE PRESENTS that ENGINEERING/REMEDATION RESOURCES GROUP, INC., as BIDDER, and Berkshire Hathaway Specialty Insurance Company, a corporation organized and existing under the laws of the State of NE, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Bell Gardens, as AGENCY, in the penal sum of Ten Percent of the Total Amount Bid Dollars (\$10% of the Total Amount Bid), which is ten (10) percent of the total amount bid by BIDDER to AGENCY for the above-stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to AGENCY for the above-stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and voided, otherwise it shall remain in full force and effect in favor of the AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 29th day of May, 2024.

BIDDER* ENGINEERING/REMEDATION RESOURCES GROUP, INC., 4585 Pacheco Blvd. Suite 200, Martinez, CA 94553, 425-658-5361

SURETY* Berkshire Hathaway Specialty Insurance Company, 1314 Douglas Street, Suite 1400, Omaha, NE 68102 - 1944, 415-203-2159

Ethan Spector
Ethan Spector, Attorney-in-Fact 777 South Figueroa Street, Ste 5200, Los Angeles, CA 90017, 213-689-0065

SEE ATTACHED CALIFORNIA JURAT

~~Subscribed and sworn to this _____ day of _____, 20_____.~~

~~NOTARY PUBLIC _____~~

* Provide BIDDER/ADMITTED SURETY name, address, title and telephone number and the name, title, address, and telephone number of authorized representative.

CALIFORNIA JURAT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on MAY 29 2024, by Ethan Spector, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature _____

D. Garcia, Notary Public



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Ethan Spector, Michelle Haase, Janina Beaudry, KD Wapato, Marina Tapia, B. Aleman, Erin Brown, Simone Gerhard, Janina Monroe, D. Garcia, Edward C. Spector, 777 S Figueroa St, #5200 of the city of Los Angeles, State of California**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By: _____
David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By: _____
David Fields, Vice President

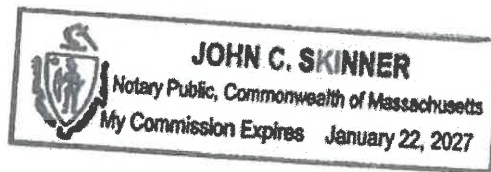


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this May 29, 2024.



Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com. **THIS POWER OF ATTORNEY IS VOID IF ALTERED**
To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claims.service@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

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

Yes _____

No X _____

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

Note: This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall constitute signature of this questionnaire.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY EACH AWARDEE OF A PRINCIPAL CONTRACT

STATE OF CALIFORNIA)
)ss
COUNTY OF)

Bradley S. Hall, PG, PMP

being first duly sworn, deposes and says that he/she is

Vice President

(sole owner, a partner, president, etc.)

of Engineering/Remediation Resources Group, Inc. (ERRG), the party making the foregoing bid, that such bid is not made in the interest of or behalf of any undisclosed person, partnership, company, association, organization or corporation, that such bid is genuine and not collusive or sham, that said bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to submit a sham bid, or that anyone shall refrain from bidding, that said bidder has not in any manner, directly or indirectly, sought by agreements, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the overhead, profit or cost element of such bid price, or of that of any bidder, or to secure any advantage against the public body awarding the Contractor or anyone interested in the proposed contract; that all statements contained in such bid are true and, further, that said bidder has not, directly or indirectly, submitted their bid price, or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection there with to any corporation, partnership, company, association, organization, bid depository or to any member or agency thereof, or to any other individual, except to such person or persons as have a partnership or other financial interest with said bidder in their general business.

Signed _____

Title Vice President

Subscribed and sworn to before me this Refer to following page day of _____, 20__.

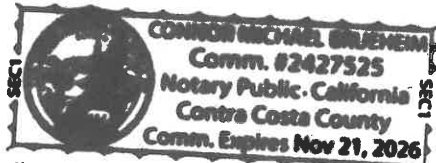
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

Subscribed and sworn to (or affirmed) before me on this 31st
day of May, 2024, by Bradley Hall

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in black ink, appearing to read "Bradley Hall", written over a horizontal line.

Department of Industrial Relations (DIR) Contractor Registration Number

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Per this requirement, provide the following information:

Engineering/Remediation Resources Group, Inc. (ERRG)

Contractor Name

1000012186

Contractor Department of Industrial Relations Registration Number:

06/30/2024

Expiration Date of Registration Number

***(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID) ***