

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

<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price \$</b>	<b>Extended Amount \$</b>
<b>A.</b>	<b>Submittals and Work Plans</b>				
A.1	Prepare Health and Safety Plan	1	LS	\$ 5,150	\$ 5,150
A.2	Prepare Soil Management Plan	1	LS	\$ 3,650	\$ 3,650
A.3	Prepare Transportation Plan	1	LS	\$ 3,650	\$ 3,650
A.4	Prepare Site-Specific Decontamination Plan	1	LS	\$ 3,650	\$ 3,650
A.5	Prepare Site-Specific Dust Control and Monitoring Plan	1	LS	\$ 5,200	\$ 5,200
A.6	Prepare Construction Management Plan	1	LS	\$ 3,650	\$ 3,650
	Subtotal				\$ 24,950
<b>B.</b>	<b>Mobilization and Site Preparation</b>				
B.1	Mobilization	1	LS	\$259,200	\$ 259,200
B.2	Install Driven Post Chain Link Fencing and Windscreen – 6 Feet High	370	LF	\$ 106	\$ 39,220
B.3	Install Caltrans Chain Link Fence and Windscreen	580	LF	\$ 106	\$ 61,480
B.4	Provide and Install Environmental Controls (stormwater BMPs, dust control, decontamination station) and H&S Monitoring	1	LS	\$ 28,320	\$ 28,320
B.5	Demolish Existing Site Concrete Paving and Recycle/Dispose	27,300	SF	\$ 2.12	\$ 57,876
B.6	Demolish Existing Site Asphalt Paving and Recycle/Dispose	5,300	SF	\$ 1.50	\$ 7,950
B.7	Site Clearing and Debris Removal	1	LS	\$ 29,800	\$ 29,800
B.8	Surveying	1	LS	\$ 17,950	\$ 17,950
B.9	Site Security	1	LS	\$ 17,950	\$ 17,950
	Subtotal				\$ 519,746
<b>C.</b>	<b>Excavation and Disposal</b>				
C.1	Operate and monitor Environmental Controls (stormwater BMPs, dust control, decontamination station) and H&S Monitoring	1	LS	\$126,000	\$ 126,000
C.2	Excavate 2 to 6 Feet Deep and Load Soil	8,060	BCY	\$ 31	\$ 249,860


Item No.	Description	Estimated Quantity	Unit	Unit Price \$	Extended Amount \$
C.3	Transportation and Disposal of RCRA-Haz Soil	2,507	tons	\$ 120	\$ 300,840
C.4	Transportation and Disposal of Cal-Haz Soil	1,123	tons	\$ 120	\$ 134,760
C.5	Transportation and Disposal of Non-Hazardous Soil	10,878	tons	\$ 68	\$ 739,704
	<b>Subtotal</b>				\$ 1,551,164
<b>D</b>	<b>Site Restoration</b>				
D.1	Provide, Backfill, and Compact Import Fill	8,060	BCY	\$ 75.25	\$ 606,515
D.2	Temporary Gravel Surfacing - 3 inch thick	187,000	SF	\$ .89	\$ 166,430
D.3	Demobilize from Site	1	LS	\$ 15,000	\$ 15,000
	<b>Subtotal</b>				\$ 787,945
<b>TOTAL AMOUNT BASE BID IN FIGURES:</b>				<b>\$</b>	<b>2,883,805</b>

TOTAL AMOUNT IN WORDS BASE BID: \_\_\_\_\_

Two million eight hundred eighty three thousand eight hundred five \_\_\_\_\_

\_\_\_\_\_ DOLLARS.

\_\_\_\_\_  
Remedial Transportation Services, 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 (for Base Bid) comprised of twenty (20) workings days for work plans and other submittals, 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**

*(Complete subcontractor information below shall be submitted with the Sealed bid)*

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:	Aurora Industrial Hygiene
Address:	2667 East 28th Street, Suite 512
	Signal Hill, CA 90755
Telephone No.:	(626) 403-4104
State License No:	N/A
DIR Registration No:	1000017421
Portion of Work:	Dust Monitoring
Name:	Harris Steel Fence Company
Address:	8728 So. San Pedro Street
	Los Angeles, CA 90003
Telephone No.:	(323) 751-4104
State License No:	319155
DIR Registration No:	1000008827
Portion of Work:	Install Chain Link Fence and Wind Screen
Name:	Superior Protection Services
Address:	5800 S. Eastern Ave., #310
	Commerce, CA 90040
Telephone No.:	(714) 904-9888
State License No:	N/A
DIR Registration No:	N/A
Portion of Work:	Solar Powered Security System
Name:	Pacific Coast Civil, Inc.
Address:	351 Rolling Oaks Drive, Suite 202
	Thousand Oaks, CA 91361
Telephone No.:	(818) 865-4168
State License No:	RCE 29220
DIR Registration No:	1000990961
Portion of Work:	Surveying
Name:	
Address:	
Telephone No.:	
State License No:	
DIR Registration No:	
Portion of Work:	

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. AECOM, 5001 E. Commercenter Drive, Suite 100, Bakersfield, CA 93309  
Name and Address of Owner  
Samantha Moss, (949) 923-0942  
Name and telephone number of person familiar with project  

\$14.2 Mil	Soil Remediation	2022
Contract amount	Type of work	Date completed
  
2. Forgen, 6558 Lone Tree Blvd., Rocklin, CA 95765  
Name and Address of Owner  
Matt Marks, (916) 462-6423  
Name and telephone number of person familiar with project  

\$19.5 Mil	Fire Debris Removal / Soil Remediation	2021
Contract amount	Type of work	Date completed
  
3. Ahtna, 115 Richardson Hwy, Glenallen, AK, 99588  
Name and Address of Owner  
Victor Sanchez, (661) 619-4618  
Name and telephone number of person familiar with project  

\$3.7 Mil	Soil Remediation	2022
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:

Surety: C3 Risk and Insurance Servies, 404 Camino Del Rio S., Suite 410, San Diego, CA 92108, (619) 233-8000

Insurance: C & B Insurance Services, 1800 19th Street, Bakersfield, CA 93301, (661) 283-8132

\_\_\_\_\_  
\_\_\_\_\_

### 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 Remedial Transportation Services, Inc.

Business Address 31194 Shelby Lane, Shafter, CA 93263

Telephone (661) 746-1132

State Contractor's License No. and Class 835148 A HAZ C21 C22 C61/D49

Original Date Issued 4-1-2004 Expiration Date 4-30-2026

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):

Randy Smith, CEO/CFO, 15014 Tribute Way, Bakersfield, CA 93314, (661) 201-4280

Tim Smith, Secretary, 17320 Falling Creek Ave., Bakersfield, CA 93314, (661) 343-1453

Kenny Smith, Director, 15811 Arabella Ave., Bakersfield, CA 93314, (661) 343-1456

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  

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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  

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IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seal of all forenamed principals this 10th day of June, 2024.

BIDDER Remedial Transportation Services, Inc.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Timothy Smith

\_\_\_\_\_  
Printed Name

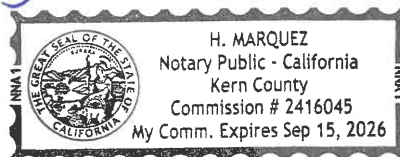
Secretary

\_\_\_\_\_  
Title

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.

Subscribed and sworn to this 10 day of June, 2024.

NOTARY PUBLIC



**PROPOSAL GUARANTEE**

**BID BOND**

**FOR**

**SOIL REMEDIATION PROJECT  
AT FORMER BERK OIL SITE  
CIP NO. 3927**

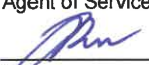
**IN THE CITY OF BELL GARDENS**

KNOW ALL PERSONS BY THESE PRESENTS that Remedial Transportation Services, Inc., as BIDDER, and Atlantic Specialty Insurance Company, a corporation organized and existing under the laws of the State of New York, 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 Total Bid Amount Dollars (\$10% of Total Bid Amount), 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 4th day of June, 2024.

BIDDER\* Remedial Transportation Services, Inc.  

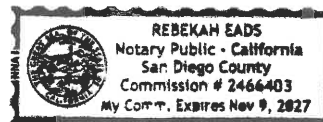

SURETY\* Atlantic Specialty Insurance Company, 605 Hwy 169 N., Ste 800, Plymouth, MN 55441, (952) 852-2431  
Agent of Service: Melissa DeKoven, 2710 Gateway Oaks Dr, Ste 150N, Sacramento, CA 95833, (888) 690-2882  
  
Richard Hallett, Attorney-in-Fact

Subscribed and sworn to this 4th day of June, 2024.

NOTARY PUBLIC  Rebekah Eads, Notary Public



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







# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Gabriel Erle, Leona Evangelista, Marissa Robinson, Melodie Hallett, Ray Canto, Rebekah Eads, Richard Hallett**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.


Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

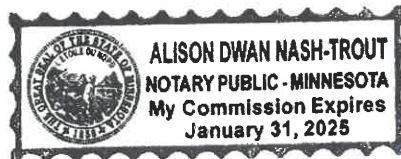
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By   
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 4th day of June, 2024.



This Power of Attorney expires  
January 31, 2025

  
Kara L.B. Barrow, Secretary

DOCUMENT 00 4411

BOND ACCOMPANYING BID

COUNTY OF KERN

KNOW ALL MEN BY THESE PRESENTS,

That we, Remedial Transportation Services, Inc. as PRINCIPAL, and Atlantic Specialty Insurance Company as SURETY, are held and firmly bound unto the County of Kern (hereinafter Obligee), a political subdivision of the State of California, in the penal sum of ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to Obligee for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of \$Ten Percent of Total Bid Amount.

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT WHEREAS THE PRINCIPAL has submitted the above mentioned bid to Obligee for certain construction specifically described as follows, for which bids are to be opened at Bakersfield, California, on the date as indicated on the bid documents for the Uffert Park Restoration (1650.7127.23).

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the Specifications, after the prescribed forms are presented to him for signature, enters into a written Agreement, in the prescribed form, in accordance with the bid, files the two bonds with the Obligee, one to guaranty faithful performance and the other to guaranty payment for labor and materials, as required by law, provides all required insurance certificates, Guaranty, and all other endorsements, forms, and documents required under Document 00 2113 (Instructions to Bidders), then this obligation shall be null and void; otherwise, it shall remain in full force and virtue.

If suit is brought upon this Bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable costs and Attorney's fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 3rd day of June, 2024.

Correspondence of claims relating to this bond should be sent to the surety at the following address:



Remedial Transportation Services, Inc. (SEAL)

(SEAL)

PRINCIPAL (SEAL)

Atlantic Specialty Insurance Company

Atlantic Specialty Insurance Company (SEAL)

605 Hwy 169 North, Suite 800

(SEAL)

Plymouth, MN 55441

Richard Hallett, Attorney-in-Fact SURETY

Phone: (952) 852-2431



Note: Signatures of those executing for the Surety must be properly acknowledged.

END OF DOCUMENT

# ACKNOWLEDGMENT

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 San Diego

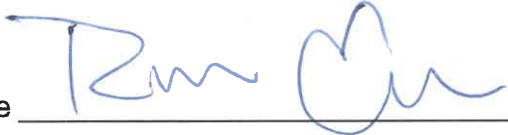
On JUN 03 2024 before me, Rebekah Eads, Notary Public  
(insert name and title of the officer)

personally appeared Richard Hallett,  
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Gabriel Erle, Leona Evangelista, Marissa Robinson, Melodie Hallett, Ray Canto, Rebekah Eads, Richard Hallett**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

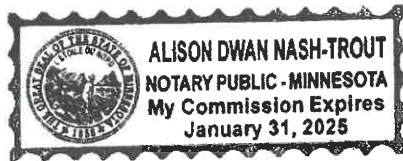
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By   
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 3rd day of June, 2024.



  
Kara L.B. Barrow, Secretary

This Power of Attorney expires  
January 31, 2025

## 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  \_\_\_\_\_

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.



**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 BERK 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

6-11-2024  
\_\_\_\_\_  
Date

Remedial Transportation Services, Inc., 31194 Shelby Road, Shafter, CA 93263  
\_\_\_\_\_  
Bidder Firm Name and Address



# 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. 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](mailto:biniguez@bellgardens.org) with a copy to the following: [andi.hope.cox@wsp.com](mailto:andi.hope.cox@wsp.com), [dbenash@bowman.com](mailto:dbenash@bowman.com), [kgonzalez@bellgardens.org](mailto: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

6-11-2024

\_\_\_\_\_  
Date

Remedial Transportation Services, Inc., 31194 Shelby Road, Shafter, CA 93263  
Bidder Firm Name and Address





# 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. 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.

**Addendum No. 3**

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

**Page 2 of 11**

- 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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- 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.

### **Addendum No. 3**

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

**Page 4 of 11**

- 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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**Contract Documents, Plans, Specifications and Standard Drawings for  
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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.

### **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. 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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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 SQAQMD 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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- 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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- 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**  
**Contract Documents, Plans, Specifications and Standard Drawings for**  
**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

Remedial Transportation Services, Inc.

31194 Shelby Lane, Shafter, CA 93263

\_\_\_\_\_  
Bidder Firm Name and Address

6/10/2024  
\_\_\_\_\_  
Date