



## QUOTATION FOR COMPLAINEE TESTING

September 7, 2017

Q17-00184

Submitted to:  
City of Reedley

Upon acceptance of the 36 month Compliance Agreement, Franzen-Hill Corporation will provide:

**1. Secondary Containment Testing - SB989 Testing:**

*Franzen-Hill will take responsibility for scheduling the test with the County Environmental Health Department, and also for forwarding of all test results.*

**Scope of Work:** Pursuant to County regulations, fueling facilities must conduct secondary containment testing on underground storage tanks, piping, sumps, UDC and containment boxes every three years.

**If a permit is required by the County, actual permit fees will be billed over and above the contract amount.**

**2. Annual Monitoring Certification Testing:**

*Franzen-Hill will take responsibility for scheduling the test with the County Environmental Health Department, and also for forwarding of all test results.*

**Scope of Work:** This test includes leak detector certification, leak sensors, level probe and over fill alarm.

**If a permit is required by the County, actual permit fees will be billed over and above the contract amount.**

**3. Annual Vapor Recovery Testing:**

*Includes scheduling with A.P.C.D and forwarding all test results*

**Scope of Work:** Annual Vapor Testing to comply with San Joaquin Valley Air Pollution Control District, and Bi-Annual Vapor-to-Liquid Volume Ratio test (Healy sites only)

**FUEL LEVEL REQUIREMENTS FOR VAPOR TESTING:**

\*For vapor testing, your tank's fuel level is determined by the system that your facility has.

#### Under Ground Tanks

\*Hirt system fuel level must be between 30% and 70% capacity, and ullage not to exceed 25,000 gallons. No fuel deliveries within 24 hrs.

\*Healy system not to exceed 25,000 gallons of ullage, and need a minimum of 10" inches of fuel in each tank. No fuel deliveries within 3 hours.

\*Veeder Root Vapor Polisher system not to exceed 25,000 gallons of ullage, and need a minimum of 10" of fuel in each tank. No deliveries within 3 hours.

#### Above Ground Tanks

\*OPW/Morrison upgraded sites executive order 401/402 fuel level must be between 25% and 75% capacity. Ullage not to exceed 25,000 gallons.

\*Non upgraded systems minimum of 300 gallons of ullage or 25% ullage whichever is greater. Ullage not to exceed 25,000 gallons.

**Fuel cannot be delivered within 4 hours of the testing time. If this is not possible you must cancel the test within 24 hours or you will be charged for the test. This applies only for final testing, not pre-tests.**

#### **4. Monthly Designated Operator Inspections (UST sites only):**

**Scope of Work:** Each required site will be visited once per month by a Franzen-Hill technician to perform the following: alarm history report, inspection of the sites sumps, UDC's, hoses and nozzles. The technician will also manage the O&M manual and clean the POS printers. If necessary, the technician will install Franzen-Hill (FH) nozzles, FH hoses, FH breakaways, and FH printer paper at no extra labor charge.

#### ***Does NOT include:***

- Any other new requirements mandated by local agencies other than what is listed above
- Any part or repairs
- Emergency Services
- Online ISD operator service
- Payment of fines or violations the site receives in the course of normal business or as the result of violations unrelated to Inspections or Testing.
- Preparation of forms or documents required by local agencies.
- Permits or any other fee to operate the business.

**Repairs and guarantee of a passing test are not included in the bid amounts.  
Prices based on the amount of tanks and dispensers per site.**

**STANDARD GENERAL NOTES:**

1. Franzen-Hill is not responsible for owner's integrity of their sumps, secondary product lines, entry boots and dispenser pans. We are only testing for the integrity of this equipment and not responsible for their condition or repairs.
2. Any repairs needed to bring system into compliance will be billed separately after owner has approved and signed change order at a billing rate of \$65/hr for service, and \$85/hr for construction.
3. Franzen-Hill is not responsible for owners existing dispensing equipment, product piping, vapor piping, sumps or dispenser pans.
4. The full amount is due and payable upon submission of invoices from Franzen-Hill for services rendered.
5. All testing will be performed per the requirements of your local Environmental Health Dept. and California Resources Board.
6. Franzen-Hill to obtain necessary permits from the governing agencies and to be paid for by owner, if required.
7. Franzen-Hill will perform the above tests; if a test is not required a refund for that test will not be issued.
8. Franzen-Hill is not responsible for owners' existing electrical service underground conduit and/or electrical wiring. Any work required to provide needed wiring to a complete said project will be billed on a Change Order plus 35% for time and material basis.
9. Extra work or materials beyond this quote will be billed separately on a time and material basis. There are not any repairs included in this quote.
10. The full amount is due and payable upon submission of invoices from Franzen-Hill for services rendered.
11. Franzen-Hill to obtain necessary permits from the San Joaquin Valley Air Pollution Control District if needed.
12. Franzen-Hill's workmanship is warranted for 30 days. All equipment and materials are covered under the manufacturer's warranty policies. This contract must be paid in full for warranty to be effective.
13. Franzen-Hill makes no warranty on the condition of the underground product lines, vapor lines or electrical system. Any repairs required will be added on a time and material basis.
14. This quotation will be withdrawn by Franzen-Hill if not accepted within a period of 30 days from the date of the quote. This quotation contains proprietary information, which must be held in strictest confidence and used for bid evaluation only. No information can be released to a third party without written permission from Franzen-Hill.
15. Payment is due and payable at the time the job is completed. Should suit commence to enforce payment, the customer is liable for all court and attorney fees.
16. Franzen-Hill makes no warranty on the condition of the underground product lines, vapor lines or electrical system. Any repairs required will be added on a time and material basis.
17. Upon signing of this quote, it becomes a legal binding contract.
18. Repairs are not included in this quote. They will be billed on a Time and Material basis.

**PAYMENT TERMS:**

100% of payment is due upon submission of progressive billing invoice (pending credit approval).

Payment terms are above. Testing must be paid in full before the county will receive a copy of the test results. Should suit commence to enforce payment, the customer is liable for all court

and attorney fees.

**Note:** This quotation will be withdrawn by Franzen-Hill if not accepted within a period of 30 days from the date of the quote. This quotation contains proprietary information which must be held in strictest confidence and used for bid evaluation only. No information can be released to a third party without written permission from Franzen-Hill.

**Cancelation and Late Payment:**

If, for any reason, cancelation is requested from the Customer, Franzen-Hill must perform a service summary to determine if monies are owed to Franzen-Hill. In the event that Franzen-Hill has provided more services than what has been paid for during the term of this agreement, Franzen-Hill will have the option to itemize services and compare them to the actual monies paid. Any balance owed to Franzen-Hill at the conclusion of this analysis is immediately due to Franzen-Hill. Franzen-Hill reserves the right to terminate or suspend testing if the account becomes delinquent. Franzen-Hill will notify the customer in writing if this service cannot be performed as a result of past due balances on the account.

**Customer Requirements:**

Customer must immediately send or fax copies of all correspondence received from both the local Air Quality District and Environmental Health Department. Customer must be prepared for each inspection and/or test. Second trips that are the result of too much or too little fuel, or any other condition that requires a second visit will be charged separately to the customer.

## Total quotation price per month: \$139.00

Prices good for a 36 month minimum; with a signed quote customer receives \$15.00 per hour off service rate, and a mileage rate of \$0.97 per mile for all service repairs. Repairs and guarantee of a passing test are not included in the bid amounts.

Authorized Signature: John Ellis

**ACCEPTANCE OF QUOTATION NO. Q17-00184**

By signing below, I confirm that the above prices, specifications and conditions are satisfactory and accepted.

**Please sign and return to:**

**Franzen-Hill Corporation 1100 North J Street, Tulare, CA 93274-1939.**

**Or by Fax (559) 688-1467**

Signature: \_\_\_\_\_

Date: 10/17/17

Printed Name: Nicole R. Ziebs

Title: City Manager



## **REEDLEY CITY COUNCIL**

- ☒ **Consent**
- ☐ **Regular Item**
- ☐ **Workshop**
- ☐ **Closed Session**
- ☐ **Public Hearing**

**ITEM NO:** \_\_\_\_\_

**DATE:** September 26, 2017

**TITLE:** APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT WITH FRANZEN-HILL FOR AIRPORT FUEL SYSTEM COMPLIANCE TESTING AT THE REEDLEY MUNICIPAL AIRPORT

**SUBMITTED:** Joel Glick  
Community Services Director

**APPROVED:** Nicole R. Zieba  
City Manager

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### **RECOMMENDATION**

Approve and Authorize the City Manager to sign an agreement with Franzen-Hill for Airport Fuel System Compliance Testing at the Reedley Municipal Airport.

### **BACKGROUND**

For the past several years, the fuel system at the Reedley Municipal Airport has been required to have monthly compliance testing to make sure the fuel tank system is working properly. The monitoring is required by both Fresno County and the State of California to regulate the above-ground and underground fuel system. Franzen-Hill has been providing this service for the last six years.

It is now time to renew the agreement with Franzen-Hill. The Franzen-Hill three (3) year agreement states that they will provide: 1) Secondary containment testing; 2) annual monitoring certification testing; 3) annual vapor recovery testing; 4) fuel level requirements for vapor testing; and 5) a monthly diagnostic operator inspection.

Franzen-Hill's knowledge and experience ensures that they can address new requirements from the County or State on our behalf. In addition, during annual County inspections, they are on site with the County Inspector during the testing process to answer any questions or correct any issues that are noted.

Since we have been a loyal customer with Franzen-Hill for the last six years, the monthly rate will remain the same.

### **FISCAL IMPACT**

The monthly \$139 will be paid out of the Airport Enterprise account.

### **ATTACHMENTS**

1. Franzen-Hill Quotation for Compliance Testing