

# City of San Diego

CONTRACTOR'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
CITY CONTACT: RAY PURTEE, 9601 Ridgehaven Court Suite 310, MS 1103A, San Diego CA 92123  
Email: [rpurtee@sandiego.gov](mailto:rpurtee@sandiego.gov), Phone: (858) 573-1208 Fax: (858) 492-5041  
DS/NB/egz

## CONTRACT DOCUMENTS FOR



## EMERGENCY DRILLING SERVICES AT VARIOUS CITY LANDFILLS

VOLUME 1 OF 2

BID NO.: \_\_\_\_\_ **K-12-5390-DBB-3-B**  
SAP NO.: \_\_\_\_\_ **S-00684**  
CLIENT DEPARTMENT: \_\_\_\_\_ **2115**  
COUNCIL DISTRICT: \_\_\_\_\_ **CITYWIDE**  
PROJECT TYPE: \_\_\_\_\_ **FA**

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Professional Engineer or Licensed Architect:

*Ray Purtee*

Professional Engineer or Licensed Architect

Seal:



(((((((((((((((((((( **ATTENTION** ))))))))))))))))

The 2010 edition of the City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”) now contains the following distinct Contract Documents:

- 1) ***Equal Opportunity Contracting Program Requirements*** - This Contract Document sets forth the standard requirements for the City’s equal opportunity contracting program. When additional requirements by the funding source e.g., federal or state agencies are physically included in the contract documents or by reference and there is a discrepancy, the funding source requirements shall govern unless specified otherwise in the Special Provisions.
  
- 2) ***City Supplement*** – The City Supplement shall be used in conjunction with the Standard Specifications for Public Works Construction (“The GREENBOOK”), 2009 Edition. The specifications contained in City Supplement take precedence over the specifications contained in The GREENBOOK, 2009 Edition.

Certain parts of the City Supplement have been highlighted in yellow for the convenience of the users only and shall not affect the interpretation of the Contract.

To obtain The GREENBOOK contact the publisher at: <http://www.bnibooks.com>

The WHITEBOOK is available only in electronic format under Engineering Documents and References at: <http://www.sandiego.gov/engineering-cip/>

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## REQUIRED DOCUMENTS SCHEDULE

**This table is intended to serve as a convenient tool for listing forms and documents required at different times. It is neither exhaustive nor must be considered a Contract Document by itself. Therefore, the users must review the entire Contract Documents and become familiar with the required documentation and the submittal schedule associated with each document.**

**Bidder's attention is directed to the City's Municipal Code §22.0807(e),(3)-(5) for important information regarding required documentation.**

The specified EOC forms are all available for download from the EOC Program's web site at:  
<http://www.sandiego.gov/eoc/forms/index.shtml>

ITEM	WHEN	BY	WHAT
1.	BID DUE DATE/TIME	ALL BIDDERS	Proposal (Bid)
2.	BID DUE DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID DUE DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID DUE DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID DUE DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID DUE DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID DUE DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 1 WORKING DAY OF BID OPENING	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
9.	WITHIN 1 WORKING DAY OF BID OPENING	ALL BIDDERS	SLBE-ELBE Good Faith Documentations
10.	WITHIN 1 WORKING DAY OF BID OPENING	ALL BIDDERS	Form AA60 – List of Work Made Available
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principle individual owners of the Apparent Low Bidder - In the event the firm is employee owned or publicly held, then the fact should be stated and the names of the firm's principals and officers shall be provided.
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture, the following information must be submitted: <ul style="list-style-type: none"> <li>o Joint Venture Agreement</li> <li>o Joint Venture License</li> </ul>
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond

## REQUIRED DOCUMENTS SCHEDULE

ITEM	WHEN	BY	WHAT
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance
20.	BY 5 <sup>TH</sup> OF EACH MONTH	CONTRACTOR	Form CC20 - Monthly Employment Report
21.	BY 5 <sup>TH</sup> OF EACH MONTH	CONTRACTOR	Form CC25 - Monthly Invoicing Report
22.	PRIOR TO ACCEPTANCE	CONTRACTOR	Form CC10 - Contract Change Order (CCO)
23.	PRIOR TO ACCEPTANCE	CONTRACTOR	Form CC15 - Final Summary Report
24.	PRIOR TO ACCEPTANCE	CONTRACTOR	Affidavit of Disposal

SPECIAL NOTICE  
SMALL LOCAL BUSINESS ENTERPRISES (SLBE)  
AND  
EMERGING LOCAL BUSINESS ENTERPRISES (ELBE)  
PROGRAM

This contract is subject to the requirements of the SLBE Program as specified in the SLBE-ELBE section of the City's EOC Requirements included in The WHITEBOOK. The Bidders are required to review The WHITEBOOK and become familiar with the detailed specifications including the required documentation and the submittal schedule as related to SLBE-ELBE program.

To The WHITEBOOK, GENERAL EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS CONSTRUCTION CONTRACTOR REQUIREMENTS, Equal Employment Opportunity Outreach Program (A), **DELETE** in its entirety and **SUBSTITUTE** with the following:

- A. Competitive Bids. If a contract is competitively solicited, the Apparent Low Bidder shall submit a Work Force Report (Form BB05) or an Equal Employment Opportunity (EEO) Plan, within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.

To The WHITEBOOK, SLBE-ELBE PROGRAM REQUIREMENTS, Section VIII(2)(b), "What Are The Six Good Faith Efforts?", **DELETE** in its entirety and **SUBSTITUTE** with the following:

"Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for bids or proposals for a minimum of 10 days before the Bid or Proposal due date."

To The WHITEBOOK, SLBE-ELBE PROGRAM REQUIREMENTS, Section VIII (3) and (4), **DELETE** in their entirety and **SUBSTITUTE** with the following:

3. Good Faith Effort Documentation Requirements

If the stated SLBE-ELBE subcontractor participation percentages are not met, the Bidder shall submit, within 1 day of the Bid opening, information necessary to establish adequate good faith efforts were taken to meet the contract subcontractor participation percentages. The required documentation includes the following:

A. ADVERTISEMENT REQUIREMENTS

Advertisements for subcontract work must comply with the following requirements:

- 1. Advertisements must be placed at least 10 Working Days prior to bid opening. Provide the names and dates of each publication of where the advertisement was published.

Note: The advertisement is not required to be placed everyday for the 10 Working Days prior to bid opening.

- 2. There must be at least 2 advertisements published, 1 advertisement in a trade publication and 1 in a focus group publication. Additional advertising for SLBE-ELBE participation may be placed in newspapers, trade papers and on the Internet. For a listing of publications accepting advertisements, please visit the City's EOC home page at <http://www.sandiego.gov/eoc/>

- 2.1 Newspaper advertisements must be in the Bids Wanted, Legal Notices section of the Classified Ads, Subcontracting Opportunities or Business Opportunities **NOT** the Employment Opportunities Section.
3. Advertisements must state which items or portions of work the Bidder is requesting subcontractor pricing.
  - 3.1. It is the Bidder's responsibility to demonstrate that enough work sufficient to meet the SLBE-ELBE subcontractor participation percentage was made available to SLBE-ELBE firms. The Bidder shall make as many items of Work available as possible to meet specified subcontracting participation percentage and at a minimum an amount of work equal to the specified subcontracting participation amount. If necessary to reach the specified subcontracting participation percentage, the Work shall include those items normally performed by the Bidder with its own forces or supplies and even items with a dollar value below 1/2 of 1% of the total Bid. Bidders shall utilize Form AA60 to demonstrate compliance with this requirement and submit the completed form with Good Faith Effort documentation.
4. Advertisements must state that Plans and Specifications are available at no cost to interested SLBE-ELBE firms and how to obtain them.
5. Advertisements must state that assistance is available from the Bidder for SLBE-ELBE Subcontractors in obtaining necessary equipment, supplies, or materials.
6. Advertisements must state that assistance is available from the Bidder for SLBE-ELBE firms in obtaining bonding, lines of credit, or insurance.
7. Bidders **MUST** provide proof of publication of each advertisement by providing the publication affidavit which must include a legible copy of the entire advertisement and the original **ENTIRE** page of the publication in which the advertisement appears.

**B. SLBE-ELBE WRITTEN SOLICITATION REQUIREMENTS**

Bidders must directly solicit SLBE-ELBE firms on the City's approved SLBE-ELBE list. Solicitations for Subcontractor or Supplier work must comply with the following requirements:

1. The solicitation must be dated and list the name of the SLBE-ELBE firm. Solicitations must be made to the SLBE-ELBE firms at least 10 Working Days prior to bid opening.
2. Solicitation must state which items or portions of work the Bidder is requesting subcontractor pricing.
  - 2.1. It is the Bidder's responsibility to demonstrate that enough work sufficient to meet the SLBE-ELBE subcontractor participation percentage was made available to SLBE-ELBE firms. The Bidder shall make as many items of Work available as possible to meet the specified subcontractor participation percentage and at a minimum an amount of work equal to the subcontractor participation amount. If necessary to reach the specified subcontracting participation percentage, the Work shall include those items normally performed by the Bidder with its own forces, supplies and even items with a dollar value below 1/2 of 1% of the total Bid. Bidders shall utilize Form AA60 to demonstrate compliance with this requirement and submit the completed form with Good Faith Effort documentation.

3. Solicitation must state that Plans and Specifications are available at no cost to interested SLBE-ELBE firms and how to obtain them.
4. Solicitations must state that assistance is available from the Bidder for SLBE-ELBE subcontractors in obtaining necessary equipment, supplies, or materials.
5. Solicitations must state that assistance is available from the Bidder for SLBE-ELBE firms in obtaining bonding, lines of credit, or insurance.
6. Bidder must solicit **ALL** SLBE-ELBE firms on the City's approved list, who have the NAICS code for the subcontract work sought by the Contractor.
7. Bidders must provide copies of **ALL** solicitations with one of the following forms of verification that the solicitations were sent:
  - a) If mailed: provide copies of the metered envelopes or certified mail receipts.
  - b) If faxed: provide copies of the fax transmittal confirmation sheet(s).
  - c) If emailed: provide copies of the email delivery confirmation sheet(s).No credit shall be given for error messages, busy, cancelled, undeliverable, etc.

C. SLBE-ELBE WRITTEN SOLICITATION FOLLOW-UP REQUIREMENTS

Bidders must follow-up with all SLBE – ELBE firms that were notified of the subcontracting opportunities to determine their level of interest and commitment to bid the Project. When following up with the SLBE – ELBE firms, the Bidder must do the following:

1. Follow up communications must start no less than 5 Working Days prior to bid opening.
2. Bidders must follow up with all SLBE-ELBE firms in writing. Bidders must provide copies of **ALL** written follow up notices with one of the following forms of verification that the follow up notices were sent:
  - a) If mailed: provide copies of the metered envelopes or certified mail receipts.
  - b) If faxed: provide copies of the fax transmittal confirmation sheet(s).
  - c) If emailed: provide copies of the email delivery confirmation sheet(s).No credit shall be given for error messages, busy, cancelled, undeliverable, etc.

3. Bidders must make at least 3 follow-up telephone calls to each SLBE – ELBE firm at least 5 days prior to bid opening date. Bidders must submit a telephone log as identified below.
  - 3.1. Submit a telephone log, as proof of telephone call, with the following requirements: project name, name of person making the phone call, name of firm contacted, contact person's name, date of call, time of call, and details of conversation.



D. SUBCONTRACT AWARD SUMMARY

Bidders must act in good faith with interested SLBE-ELBE firms and may only reject bids for legitimate business reasons. The Bidder must submit the following documentation:

1. A **DETAILED** summary sheet which includes Bid item number, scope of work, Subcontractor or Supplier name, bid amount, certification type, Subcontractor or Supplier Subcontractor or Supplier selection and reason for selection or non-selection of all the Subcontractor or Supplier that responded.
2. Copies of all Subcontractor or Suppliers bids received including bids for areas of work that were not included in the outreach and quotes from both certified and non-certified Subcontractors or Suppliers. Subcontractor bid amounts **MUST** match the bid-listed dollar amounts on form AA35 and AA40 submitted with Bidders sealed bid and the summary sheet dollar amounts **MUST** also match these amounts. If the Bidder decides to self-perform a scope of work, the Bidder **MUST** submit a detailed quote to show that the Bidder's price is competitive to the price of the subcontractors that responded to outreach efforts. All dollar amounts and scopes of work on the Subcontractor or Supplier bid must not be altered by the prime Bidder. If a revision is necessary, a revised quote must be obtained and provided. All verbal quotes **MUST** be substantiated by corresponding written quote from the Subcontractor or Supplier.

E. OUTREACH ASSISTANCE REQUIREMENTS

Written notice of subcontractor opportunities must be forwarded to local organizations or groups to assist with outreach efforts. When contacting local organizations or groups, the Bidder **must do** the following:

1. Contact a minimum of 5 local organizations or groups to provide assistance in contacting, recruiting and using SLBE-ELBE firms by written notice. For a listing of organizations or groups offering assistance, please visit the City's EOC home page at <http://www.sandiego.gov/eoc/>
2. Written notice must indicate the date of the notice and name of the local organization or group. Written notices must be forwarded to the organizations or groups at least 10 Working Days prior to bid opening.
3. Written notice must state which items or portions of work the Bidder is requesting subcontractor pricing.
  - 3.1. It is the Bidder's responsibility to demonstrate that enough work sufficient to meet the SLBE-ELBE subcontractor participation percentage was made available to SLBE-ELBE firms. The Bidder shall make as many items of Work available as possible to meet the subcontractor participation percentage, and at a minimum an amount of work equal to the subcontracting participation amount. If necessary to reach the subcontractor participation percentage, the work should include those items normally performed by the Bidder with its own forces, supplies and even items with a dollar value below 1/2 of 1% of the total bid. Bidders shall utilize Form AA60 to demonstrate compliance with this requirement and submit the completed form with Good Faith Effort documentation.
4. Written notice must state that Plans and Specifications are available at no cost to interested SLBE-ELBE firms and how to obtain them.

5. Written notice must state that assistance is available from the Bidder for SLBE-ELBE Subcontractors in obtaining necessary equipment, supplies, or materials.
6. Written notice must state that assistance is available from the Bidder for SLBE-ELBE firms in obtaining bonding, lines of credit, or insurance.
7. Bidders must provide copies of **ALL** notices with one of the following forms of verification that the notices were sent:
  - a) If mailed: provide copies of the metered envelopes or certified mail receipts.
  - b) If faxed: provide copies of the fax transmittal confirmation sheet(s).
  - c) If emailed: provide copies of the email delivery confirmation sheet(s)..

No credit shall be given for error messages, busy, cancelled, undeliverable, etc.

The Bidders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all certified Subcontractors including SLBEs, ELBEs, DBEs, MBEs, WBEs, DVBEs and OBEs.

**Mandatory SLBE-ELBE Subcontractor Participation.** The City has incorporated a mandatory SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

<b>8.9% SLBE</b>
<b>12.3% ELBE</b>
<hr style="width: 100%;"/>
<b>21.2% Mandatory</b>

For the purpose of achieving the subcontractor participation level (percentage), Additive, Deductive, and Allowance Bid Items will not be included in the calculation.

**Pre-Bid Conference:** A Pre-Bid Conference is scheduled for this contract as specified in the Invitation to Bids. The purpose of this meeting is to inform Bidders of the submittal requirements and provisions relative to the SLBE Program. Bidders are strongly encouraged to attend the Pre-Bid Conference to better understand the Good Faith Effort requirements of this contract.

**Mandatory Conditions:** Bid will be declared **non-responsive** if the Bidder fails the following mandatory conditions.

1. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
2. Bidder's submission of Good Faith Effort documentation demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 1 Working Day of the Bid opening if the overall mandatory participation percentage is not met.

**Bid Discount:** This contract is subject to the Bid Discount program as described in The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2).

**Resources:** The current list of certified SLBE-ELBE firms can be found on the EOC Department website.

# CITY OF SAN DIEGO, CALIFORNIA

## INVITATION TO BIDS

- RECEIPT AND OPENING OF BIDS:** Bid(s) will be received at the Public Works Contracting Group at **1200 THIRD AVENUE, SUITE 200, SAN DIEGO, CA 92101 UNTIL 2:00 PM ON FEBRUARY 15, 2012** for performing work on the following project (Project):

### **EMERGENCY DRILLING SERVICES AT VARIOUS CITY LANDFILLS**

- DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described below:

The Work involves providing services to install landfill gas extraction wells, landfill gas probes, landfill groundwater monitoring wells, destroy landfill groundwater wells and destroy landfill gas probes at various City Landfills as needed. The contract term is for two years with three 1-year options. Approximately 60 gas extraction wells will be installed at various landfills. Approximately 10 landfill gas monitoring probes will be installed at various landfills. Approximately 3 groundwater monitoring wells will be installed at various landfills. Approximately 3 groundwater wells will be destroyed at various landfills. Approximately 3 gas probes will be destroyed at various landfills. Professional oversight services for well installations requiring permits will be by others.

The Work shall be performed in accordance with:

- BID No. **K-12-5390-DBB-3-B** and **Appendix E “Technical Specifications Drilling Services**, included in these contract documents, inclusive.

- ENGINEER’S ESTIMATE:** The Engineer’s estimate of the most probable price for this contract is **\$820,700.00**.

- LOCATION OF WORK:** The location of Work is Citywide unless specified otherwise as follows:

### **Various City Landfills (See Appendix B – Location Map)**

- CONTRACT TIME:** The Contract Time for completion of the Work shall be **335 Calendar Days**.

- CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.

The City has determined the following licensing classification(s) for this contract:

<b>Option</b>	<b>Classification(s)</b>
1	CLASS A
2	CLASS C57

The Bidder shall satisfy the licensing requirement by meeting **at least** one of the listed options.

- PRE-BID CONFERENCE:** There will be a Pre-Bid Conference to discuss the scope of the project, bidding requirements, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group Conference Room at 1200 Third Avenue, Suite 200, San Diego, California 92101 at **10:00 AM on JANUARY 31, 2012**.

All potential bidders are encouraged to attend.

To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 236-6000 at least 5 Working Days prior to the Pre-Bid Conference to ensure availability.

- 8. CITY PROJECT MANAGER CONTACT INFORMATION:** See the cover of the Contract Documents.
- 9. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

1. STANDARD SPECIFICATION

Document No.	Filed	Description
PITS0504091	05-04-09	Standard Specifications for Public Works Construction (The GREENBOOK), 2009 Edition
PITS090110-1	09-01-10	City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK), 2010 Update *
AEC1231064	12-31-06	California Department of Transportation, Manual of Uniform Traffic Control Devices (MUTCD 2006)
769023	09-11-84	Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause

NOTE: The City of San Diego Supplement, 2010 Update now consolidates various City Public Works Construction Standard Specifications which in the past were included in the Supplementary Special Provisions. The Bidders' attention is directed to this edition of the City Supplement for a close review to ensure no important information is missed for the preparation of the Bids.

2. STANDARD DRAWINGS

Document No.	Filed	Description
AEC1230163	12-31-06	City of San Diego Standard Drawings*
N/A	Varies	City Standard Drawings - Updates Approved For Use (when specified)*
AEC0925061	09-25-06	Caltrans 2006 U.S. Customary Unit Standard Plans

NOTE: \*Available online under Engineering Documents and References at: <http://www.sandiego.gov/engineering-cip>.

- 10. WAGE RATES:** Prevailing wages are not applicable to this project unless specified otherwise on the cover page of these specifications and when included in these specifications. See Funding Agency Provisions that follow this Invitation to Bid for more information.
- 11. OPTION TO RENEW:** By submitting this bid, the Bidder is granting the City the option to renew this contract each fiscal year, at the City's sole discretion, at the prices set forth above and conditions herein stated with the Work to be performed commencing no later than **30 days** after the completion of **each fiscal year**. The option to renew, if exercised, will be for one or more of the Bid items as determined by the City, for quantities to be specified by the City that will be within 25% of the quantities listed, for the total price to be adjusted in proportion to the quantities specified. The time for performance of the additional work shall be the same as the time for completion of the original contract work, adjusted in proportion to the quantities specified.

The option to renew must be exercised by the City within 1 year of the Bid opening of this project.

Tony Heinrichs, Director  
Public Works Department

## INSTRUCTIONS TO BIDDERS

- 1. PREQUALIFICATION OF CONTRACTORS:** The contractor(s) who intend to submit Bid or Proposal in response to this invitation to bid, or RFP's for GRC or As-Needed Design-Build Task Orders valued over \$50,000, must be pre-qualified for the City estimated Contract Price or the specified Task Order limits prior to the date of Bid submittal.

Bids from contractors who have not been pre-qualified as applicable, and Bids that exceed the maximum dollar amount at which contractors are pre-qualified, will be deemed **non-responsive** and ineligible for award or a Task Order authorization. Complete information and prequalification questionnaires are available at:

<http://www.sandiego.gov/engineering-cip/services/consultcontract/prequal.shtml>

The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department - Engineering & Capital Projects Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, please contact David Stucky at 619-533-3474 or [dstucky@sandiego.gov](mailto:dstucky@sandiego.gov).

- 2. CONTRACTOR REGISTRATION:** Prospective bidder(s) as well as existing contractors and suppliers are required to register with the City's EOCP. Refer to 2-17, "CONTRACTOR REGISTRATION" for details.
- 3. CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
- 4. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Invitation to Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Invitation to Bid shall be the sole responsibility of each bidder. The Invitation to Bid creates or imposes no obligation upon the City to enter a contract.
- 5. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2 unless specified otherwise such as as-needed contracts e.g., GRC in the Contract Documents.
- 6. SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-1.6, "Trade Names or Equals."
- 7. AWARD PROCESS:** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code § 22.3007. If the responsible Bid does not exceed the City's engineering estimate, the City will, in most cases, prepare contract documents for execution within 3 weeks of the date of the Bid opening and award the Contract within 5 Working Days of receipt of properly executed Contract, bond, and insurance documents.

This contract is deemed to be awarded, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

- 8. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
- 9. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/engineering-cip/services/consultcontract/advertising.shtml>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group at the address listed below.
- 10. QUESTIONS:** Questions about the meaning or intent of the Contract Documents as related to the scope of Work and of technical nature shall be directed to the Project Manager prior to Bid opening. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda, which will be uploaded to eBidboard (or mailed or delivered to all parties recorded by the City as having received the Contract Documents for Minor Construction contracts).

The Director (or designee), Public Works Department is the officer responsible for opening, examining, and declaring of competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions and communications in these areas of responsibility e.g., i.e. Pre-qualification, EOCP information, bidding activities, bonds and insurance, etc. as related to this contract shall be addressed to the Public Works Contracting Group, Contract Administrator, 1200 Third Avenue, Suite 200, San Diego, California, 92101, Telephone No. (619) 236-6000.

Questions received less than 14 days prior to the date for opening of Bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any addenda that have been issued and to include all such information in its Bid.

- 11. ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than 1 Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf.
- 12. SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
- 13. PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.

The entire specifications for the bid package do not need to be submitted with the bid. Bidder shall complete and submit, only, all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule" (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid.

The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.

Bids and certain other specified forms and documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.

Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

- 14. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):** With the exception of the contracts valued \$5,000 or less, GRC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.

The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.

A Bid received without the specified bid security will be rejected as being **non-responsive**.

- 15. AWARD OF CONTRACT OR REJECTION OF BIDS:** This contract may be awarded to the lowest responsible and reliable Bidder (for Design-Build contracts refer to the RFP for the selection and award information). Bidders shall complete the entire Bid schedule (e.g., schedule of prices). Incomplete price schedules will be rejected as being **non-responsive**.

The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.

Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.

A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group, no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsive in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."

The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.

Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Invitation to Bids.

The City reserves the right to evaluate all Bids and determine the lowest Bidder (or winner for Design-Build contracts) on the basis of any proposed alternates, additive items or options, at its discretion.

- 16. BID RESULTS:** The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts). In the event that the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts) is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).

To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Due to time constraints, Bid results cannot be given out over the telephone.

- 17. THE CONTRACT:** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 10 Working Days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

If the Bidder takes longer than 10 Working Days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

For contracts that are not Design-Build, pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 10 Working Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.



**18. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, the GRC Unit Price Books if applicable, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents) therefore. The submission of a Bid or GRC Task Order Proposal shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

**19. DRUG-FREE WORKPLACE:**

a) General:

City projects are subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. Bidders shall become aware of the provisions of Council Policy 100-17 which was established by Resolution No. R-277952. The policy applies equally to the Contractor and Subcontractors. The elements of the policy are outlined below.

b) Definitions:

"Drug-free workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.

"Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 3, "City Contractor Requirements."

"Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).

"Contractor" means the department, division, or other unit of a person or organization responsible to the contractor for the performance of a portion of the work under the contract.

c) City Contractor Requirements:

Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace.
  - ii. The person's or organization's policy of maintaining a drug-free workplace.
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
  - iv. The penalties that may be imposed upon employees for drug abuse violations.

- c. Posting the statement required by subdivision (1) in a prominent place at contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the Site.

The Contractor shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) above. The Contractors and Subcontractors shall be individually responsible for their own drug-free workplace programs.

**Note:** The requirements of a drug-free awareness program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-free Workplace Policy shall be referred to the Contract Specialist, Public Works Contracting Group.

## **20. AMERICANS WITH DISABILITIES ACT:**

- a) General: City projects are subject to City of San Diego Resolution No. R-282153 adopted on June 14, 1993. The Bidders shall become aware of the provisions of Council Policy 100-04 which was established by Resolution No. R-282153. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

- b) Definitions:

"Qualified individual with a disability" means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Employee" means the employee of the Contractor directly engaged in the performance of Work.

- c) The City Requirements: Every person or organization entering into a contractual agreement with or receiving a grant from the City of San Diego shall certify to the City of San Diego that it will comply with the ADA by adhering to all of the provisions of the ADA listed below.
  - i. The Contractor shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
  - ii. No qualified individual with a disability may be excluded on the basis of disability, from participation in, or be denied the benefits of services, programs, or activities by the Contractor or Subcontractors providing services for the City.
  - iii. The Contractor shall post a statement addressing the requirements of the ADA in a prominent place at the worksite. The Contractor shall include in each subcontract agreement, language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions (a) through (c) inclusive of Section 3. The Contractor and Subcontractors shall be individually responsible for their own ADA employment programs. Questions about the City's ADA Policy should be referred to the Contract Administrator.

**21. CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE:** This contract is subject to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808. Bidders shall become aware that the requirements apply to Contractors and Subcontractors for contracts greater than \$50,000 in value.

Upon award, amendment, renewal, or extension of this contract, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.

The Contractors shall ensure that their Subcontractors whose subcontracts are greater than \$50,000 in value complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. Subcontractors may access the Pledge of Compliance at:

[http://www.sandiego.gov/purchasing/pdf/contractor\\_standards\\_questionnaire.pdf](http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf).

The Contractors shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City of San Diego Municipal Code §22.3224. A sample provision is as follows:

“**Compliance with San Diego Municipal Code §22.3224:** Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3224 (“Contractor Standards”), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference.”

**22. NOTICE OF LABOR COMPLIANCE PROGRAM APPROVAL:** The City of San Diego received initial approval as a Labor Compliance Program on August 11, 2003. The Labor Compliance Program Manual is available at:

<http://www.sandiego.gov/eoc/laborcompliance/#manual>.

The limited exemption from prevailing wages pursuant to Labor Code §1771.5(a) does not apply to contracts under jurisdiction of the Labor Compliance Program. Inquiries, questions, or assistance about the Labor Compliance Program should be directed to: Equal Opportunity Contracting Program, 1200 Third Ave., Suite 200 MS56P, San Diego, CA 92101, Telephone (619) 236-6000.

**23. PAYROLL RECORDS:** The Contractor's attention is directed to the City of San Diego Labor Compliance Program, Section IV, pages 4-7, and the State of California Labor Code §§ 1771.5(b) and 1776 (Stats. 1978, Ch. 1249). These require, in part, that the Contractor and Subcontractors maintain and furnish to the City, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

The Contractor and Subcontractors shall submit weekly certified payrolls online via Prism® i.e., the City's web-based labor compliance program. Instructions on how to use the system will be provided to the Contractor after the award.

The Contractor shall be responsible for the compliance with these provisions by Subcontractors. The City shall withhold contract payments when payroll records are delinquent or inadequate, or when it is established after investigation that underpayment has occurred.

**24. APPRENTICES ON PUBLIC WORKS:** The Contractor shall abide by the requirements of §§1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.

**25. EQUAL BENEFITS:** This contract is subject to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of the San Diego Municipal Code (SDMC).

In accordance with the EBO, Bidders shall certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Contract (SDMC §22.4304(f)). Failure to maintain equal benefits is a material breach of the Contract (SDMC §22.4304(e)). The Contractor shall notify employees of their equal benefits policy at the time of hire and during open enrollment periods and shall post a copy of the following statement in an area frequented by employees:

“During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.”

The Contractor shall give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City’s website at [www.sandiego.gov/purchasing/](http://www.sandiego.gov/purchasing/) or can be requested from the Equal Benefits Program at (619) 533-3948.

**26. LIMITED COMPETITION:** Contracts designated with a Bid number beginning with “L” may only be bid by the Contractors on the approved SLBE-ELBE Construction Contractors List. For information regarding the SLBE-ELBE Construction Program and registration visit the City’s web site: <http://www.sandiego.gov>.

**27. PRE-AWARD ACTIVITIES:**

Pre-award Submittals - The Apparent Low Bidder (or winner in case of Design-Build contracts) shall provide the information required within the time specified in “Required Documents,” of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.

If the Bid is rejected as non-responsive, the Apparent Low Bidder (or winner in case of Design-Build contracts) shall forfeit the Bid Security required under Invitation to Bids, of this bid package. The decision that the Apparent Low Bidder (or winner in case of Design-Build contracts) is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

# CONTRACT FORMS AGREEMENT

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## CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and SCS FIELD SERVICES, herein called "Contractor" for construction of **Emergency Drilling Services At Various City Landfills**; Bid No. **K-12-5390-DBB-3-B**; in the amount of **EIGHT HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED SEVENTY-TWO DOLLARS AND 00/100 (\$822,772.00)**, which is comprised of the Base Bid.

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) That certain documents entitled **Emergency Drilling Services At Various City Landfills**, on file in Public Works Contracting Group as Document No. **S-00684**, as well as all matters referenced therein.
2. Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Emergency Drilling Services At Various City Landfills**, Bid Number **K-5390-DBB-3-B**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

**CONTRACT FORMS (continued)  
AGREEMENT**

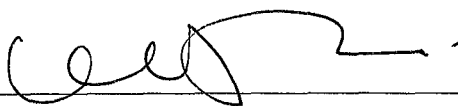
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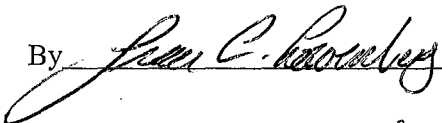
**IN WITNESS WHEREOF**, this agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3610 authorizing such execution.

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM AND LEGALITY**

Jan I. Goldsmith, City Attorney

By  \_\_\_\_\_

By  \_\_\_\_\_


Print Name: Downs Prior.  
Principal Contract Specialist

Print Name: Grace C. Lowenberg  
Deputy City Attorney

Date: 7/19/12

Date: 7-23-12

**CONTRACTOR**

By  \_\_\_\_\_

Print Name: GALEN S. PETROVAN

Title: SR. V.P.

Date: 3/28/12

City of San Diego License No.: B1993000875

State Contractor's License No.: 749678 A 1HA2

**CONTRACT FORMS (continued)**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

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**FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:**

**SCS FIELD SERVICES**, a corporation, as principal, and **Safeco Insurance Company of America**, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **EIGHT HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED SEVENTY-TWO DOLLARS AND 00/100 (\$822,772.00)** for the faithful performance of the annexed contract, and in the sum of **EIGHT HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED SEVENTY-TWO DOLLARS AND 00/100 (\$822,772.00)** for the benefit of laborers and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract **Emergency Drilling Services At Various City Landfills**, Bid Number **K-12-5390-DBB-3-B**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for or performing labor in the execution of this contract, and shall pay all amounts due under the California Unemployment Insurance Act then the obligation herein with respect to laborers and materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. of the Civil Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.

**CONTRACT FORMS (continued)**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

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The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated April 3, 2012

Approved as to Form and Legality

SCS Field Services

Principal

By 


GAIEN PETOYAN SR. V.P.  
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney


By   
Deputy City Attorney 7-23-12

Safeco Insurance Company of America

Surety

By   
Attorney-in-fact B. Aleman

Approved:

  
Downs Prior  
Principal Contract Specialist  
Mayor or designee 2/19/12

790 The City Drive South, Suite 200

Local Address of Surety

Orange, CA 92868

Local Address (City, State) of Surety

714.634.3311

Local Telephone No. of Surety

Premium \$ 10,285.00

Bond No. 024045392

Triplicate Execution



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Los Angeles

On July 17, 2012 before me, S. Helak, Notary Public

personally appeared Galen S. Retoyan

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: [Handwritten Signature] Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond # 024045392 City of San Diego

Document Date: April 3, 2012 Number of Pages: 24 (Bond = 2pg)

Signer(s) Other Than Named Above: B. Aleman

Capacity(ies) Claimed by Signer(s)

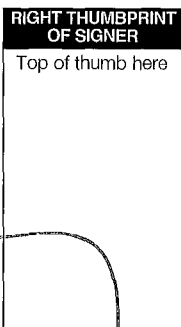
Signer's Name: Galen Retoyan Signer's Name: \_\_\_\_\_

Corporate Officer - Title(s): SR. Vice President Corporate Officer - Title(s): \_\_\_\_\_

- Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



- Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing: SCS Field Services

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

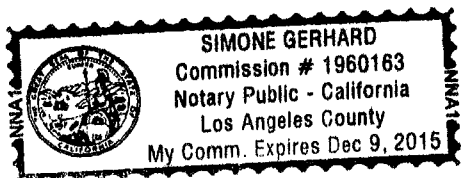
State of California

County of Los Angeles

On APR 03 2012 before me, Simone Gerhard, Notary Public, personally appeared B. Aleman 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

A handwritten signature in black ink, consisting of several loops and flourishes, written over a horizontal line.

Simone Gerhard, Notary Public

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

SAFECO INSURANCE COMPANY OF AMERICA  
SEATTLE, WASHINGTON  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint TRACY ASTON, MARINA TAPIA, EDWARD C. SPECTOR, KD CONRAD, SIMONE GERHARD, B. ALEMAN, ASHRAF ELMASRY, LISA K. CRAIL, PAUL RODRIGUEZ, DARAVY MADY, KRISTINE MENDEZ, ALL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA .....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding SEVEN HUNDRED FIFTY MILLION AND 00/100\*\*\*\*\* DOLLARS (\$ 750,000,000.00\*\*\*\*\* ) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 26th day of October, 2011.



SAFECO INSURANCE COMPANY OF AMERICA

By David M. Carey  
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 26th day of October, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp. Montgomery County  
My Commission Expires Mar. 28, 2013  
Member, Pennsylvania Association of Notaries

By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Vice President of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Officer specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 03 day of APR 2012



Gregory W. Davenport  
Gregory W. Davenport, Vice President

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

# CONTRACTOR CERTIFICATION

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## DRUG-FREE WORKPLACE

**PROJECT TITLE:** Emergency Drilling Services At Various City Landfills

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in INSTRUCTION TO BIDDERS, "Drug-Free Workplace", of the project specifications, and that;

SCS Field Services

(Name under which business is conducted)

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

Signed Galen S. Petoyan

Printed Name GALEN S. PETOYAN

Title SA. V.P.

# CONTRACTOR CERTIFICATION

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## AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Emergency Drilling Services At Various City Landfills

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the INSTRUCTION TO BIDDERS, "American With Disabilities Act", of the project specifications, and that;

SCS FIELD SERVICES

(Name under which business is conducted)

has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

Signed Galen S. Petromani  
Printed Name GALAN S. PETROMANI  
Title SR. V.P.

# CONTRACTOR CERTIFICATION

## CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Emergency Drilling Services At Various City Landfills

I declare under penalty of perjury that I am authorized to make this certification on behalf of \_\_\_\_\_, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in INSTRUCTION TO BIDDERS ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3224.

Dated this 28 Day of MARCH, 2012.

Signed Garon S. Petoyan

Printed Name Garon S. Petoyan

Title S.R. V.P.

**AFFIDAVIT OF DISPOSAL**

**WHEREAS**, on the \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_\_, the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

\_\_\_\_\_  
Emergency Drilling Services At Various City Landfills  
\_\_\_\_\_  
(Project)

as particularly described in said contract and identified as Bid No. **K-12-5390-DBB-3-B**; SAP No. **S-00684**; and **WHEREAS**, the specifications of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

**NOW, THEREFORE**, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

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

and that they have been disposed of according to all applicable laws and regulations.

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
by \_\_\_\_\_ Contractor

**ATTEST:**

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_\_, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

## **SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

**THESE SUPPLEMENTARY SPECIAL PROVISIONS CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE GREENBOOK) CURRENTLY ADOPTED BY THE CITY, INCLUDING ITS CURRENT SUPPLEMENT AMENDMENTS (CITY SUPPLEMENTS INCLUDED IN THE WHITEBOOK), EXCEPT FOR THE FOLLOWING:**

### **STYLE OF SPECIFICATIONS**

The City is gradually standardizing the style and language of the standard specifications for the public works construction. The new style and language follows the Federal guidelines for "Plain Language" to the extent possible.

The use of this new style does not change the meaning of a specification not yet using this style. Where used in the Contract Documents, statement or command type phrases (i.e., active voice and imperative mood) refer to and are directed at the Bidder or Contractor as applicable. The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor" and "your" as "the Contractor's." Similarly, interpret "we" and "us" as "the City" and "our" as "the City's."

### **PART 1 – GENERAL PROVISIONS**

#### **SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS**

##### **1-2 TERMS AND DEFINITIONS.**

**Agency** – ADD the following:

Regulatory activities handled by the City of San Diego Developmental Services, Fire and Planning Departments, or any other City Department are not subject to the responsibilities of the City under this contract.

**Certificate of Compliance** – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**Certificate of Compliance** – A written document signed and submitted by a supplier or manufacturer that certifies that the material or assembled material supplied to the Work site complies with the requirements of the Contract Documents.

**Contract Documents** – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The Agreement, Addendum, Invitation to Bid, Instructions to Bidders, special notice page, funding agency provisions, Bid and documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Contract, Bonds, permits from jurisdictional regulatory agencies, Supplementary Special Provisions (SSP), City's EOCP Requirements, City Supplement, Plans, Standard Plans, Construction Documents, Reference Specifications listed in the Invitation to Bid or the RFP for Design-Build contracts, Request for Qualifications (RFQ), Statement of Qualifications (SOQ), Request for Proposals (RFP), modifications issued after the execution of the Contract e.g., Change Orders, Construction Manager At Risk's Guaranteed Maximum Price including written qualifications, assumptions and conditions thereto and Pre-construction Services Agreement.



**Limited Notice To Proceed** – A written notice given from the City to the Contractor that authorizes the Contractor to start a limited amount of work that is not Construction Work, such as finalizing subcontract agreements, ordering materials, mobilization, furnishing a field office, and any other preliminary work done prior to performing Construction Work.

**Notice of Completion (NOC)** – ADD the following:

See California Civil Code section 3093.

**Normal Working Hours.** To the City Supplement, ADD the following:

Normal Working Hours – Unless specified otherwise, 7:00 AM to 5:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and City holidays are excluded.

**Samples** - Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated.

## **SECTION 2 - SCOPE AND CONTROL OF WORK**

**2-1.2.2 Joint Venture Contractors.** To the City Supplement, last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The Joint Venture shall designate an on-site representative and an alternate in writing. The on-site representative and the alternate shall have the full authority to bind all Joint Venture partners.

The Joint Venture shall provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receipt by the Bidder of Contract forms.

**2-3.1.2 Subcontractor List.** ADD the following:

For Extra Work, the Contractor shall submit Form CC10, “CONTRACT CHANGE ORDER (CCO)” with each CCO proposal. Form CC10 is available for download from the EOCP site at: <http://www.sandiego.gov/eoc/pdf/cc10.pdf>

**2-3.2 Self Performance.** DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall perform, with its own organization, Contract work amounting to at least **35 percent** of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of determining the Apparent Low Bidder as specified. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

**2-3.3 Status of Subcontractors.** ADD the following:

With every request for payment, the Contractor shall submit to the Engineer a breakdown showing monthly and cumulative amounts of the Work performed under Change Order by the Contractor and the Subcontractors. The reporting format shall be approved by the Engineer.

**2-3.4 Subcontractor Requirements.** To the City Supplement, ADD the following:

The Contractor shall ensure that all of its Subcontractors are licensed at the time of the execution of their subcontract agreements. In the event a Subcontractor is not properly licensed, the Contractor shall cease payment to Subcontractor for all work performed when the Subcontractor was improperly licensed. Any payment made by the Contractor to a Subcontractor for work performed when the Subcontractor was unlicensed shall be returned to the City.

Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is the Contractor’s responsibility to ensure the Subcontractor or Supplier employed for such work is approved by the manufacturer.

**2-5.2 Precedence of Contract Documents.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**2-5.2 Precedence of Contract Documents.** If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

- 1) Permits (i.e., issued by jurisdictional regulatory agencies)
- 2) Change Orders and Supplemental Agreements; whichever occurs last
- 3) Contract and Agreement
- 4) Addenda
- 5) Bid (e.g., price Proposal for Design-Build contracts)
- 6) Request for Proposal (RFP)
- 7) Invitation to Bid
- 8) Instruction to Bidders
- 9) Request for Qualifications (RFQ)
- 10) Special Provisions (i.e., City's EOCP Requirements, City Supplement, and Supplementary Special Provisions (SSP))
- 11) Plans
- 12) Construction Documents (for Design-Build contracts)
- 13) Standard Drawings
- 14) Reference Specifications (e.g., GREENBOOK)
- 15) Technical Proposal (for Design-Build contracts)
- 16) Statement of Qualifications (SOQ)

When additional requirements by the funding sources are physically or by reference incorporated in the Contract Documents, the funding source's requirements shall govern **unless specified otherwise**.

Figured dimensions shall take precedence over scaled dimensions. Detailed drawings shall take precedence over general drawings.

**2-5.3.1 General.** DELETE in its entirety and SUBSTITUTE with the following:

When required by the Contract Documents or when requested by the Engineer, the Contractor shall provide the submittals as specified in 2-5.3.2, 2-5.3.3, and 2-5.3.4 to the Engineer. Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed before the required submittals have been reviewed and accepted by the Engineer. The payment for the submittals shall be included in the various Bid items. Neither review nor acceptance of submittals by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The Contractor shall be responsible for the correctness of the submittals.

The Contractor shall allow a minimum of 20 working days for review of submittals unless otherwise specified in the Special Provisions. Each submittal shall be accompanied by a letter of transmittal.

**2-5.4.1 General.** ADD the following:

Source Identification e.g., RFI numbers and Change Order numbers as required to identify the source of the change to the Contract Documents shall be noted.

**2-5.4.2 Asset Specific Red-lines (d).** ADD the following:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings.
- Depths of foundations below first floor.
- Locations and depths of underground utilities.
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Plans.

**2-5.5 As-built Drawings.** ADD the following:

As-built Drawings shall be the responsibility of the Contractor.

**2-6 WORK TO BE DONE.** ADD the following:

In accordance with the provisions of California Law, the Contractor shall possess or require the Subcontractor(s) to possess valid appropriate license(s) for the Work being performed

**2-10 AUTHORITY OF BOARD AND ENGINEER.** ADD the following:

Regulating agencies of the City, such as Developmental Services, Fire and Planning Departments, enforce Legal Requirements and standards. These enforcement activities are not subject to the responsibilities of the Engineer under this Agreement.

**2-11 INSPECTION.** ADD the following:

The City may utilize field inspectors to assist the Engineer during construction in observing performance of the Contractor. The inspector is for the purpose of assisting the Engineer and shall not be confused with an inspector with a City regulatory agency or with a Special Inspector.

Code compliance testing (including all Geotechnical requirements) and inspections required by codes or ordinances, or by a plan approval authority, shall be the responsibility of and shall be paid by the Contractor, unless otherwise provided in the Contract Documents.

The Contractor's quality control testing and inspections shall be the sole responsibility of the Contractor and paid by the Contractor included in the Bid price.

**ADD: 2-17 CONTRACTOR REGISTRATION.** The Contractor, Subcontractors, and Suppliers shall register with the City's EOCP via Prism® i.e., the City's web-based contract compliance portal at:

<https://pro.prismcompliance.com/contractor/plugins/pages/contractormenu.aspx>.

The Contractor shall ensure that proposed Subcontractors and Suppliers have completed the registration prior to Notice of Intent to Award. If the Contractor fails to have its Subcontractors and Suppliers registered after the NTP has been issued, the City will withhold a minimum of 10% in addition to the Retention from all invoices submitted until the Contractor and all listed Subcontractors and Suppliers are properly registered in PRISM.

### **SECTION 3 – CHANGES IN WORK**

**3-3.2.2 Basis for Establishing Costs (a) Labor**, City Supplement, first and second paragraphs, DELETE in entirety and SUBSTITUTE with the following:

The City reserves the right to request financial records of salaries for an employee, wages, bonuses and deductions to substantiate the actual cost of labor certified by a California licensed Certified Public Accountant. The Contractor shall use the City provided form i.e., “PUBLIC WORKS PAYROLL REPORTING FORM” which is available at <http://www.sandiego.gov/eoc/pdf/payrollreport.pdf> to list the labor rates of its personnel and Subcontractors who work on this Project. An initial submittal shall be made prior to NTP.

The payment for payroll records shall be included in the various Bid item unless a separate Bid item has been provided.

### **SECTION 4 – CONTROL OF MATERIALS**

**4-1.3.1 General.** First paragraph, ADD the following:

Other standard items or materials typically accepted by Certificate of Compliance shall not require inspection at the source unless specified in the Special Provisions. For a list of these items or materials, the Contractor may refer to the Contract Documents.

**4-1.5 Certificates of Compliance.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**4-1.5 Certificates of Compliance.** DELETE in its entirety and SUBSTITUTE with the following:

Certificates of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Specifications so require or if so required by the Engineer.

The Engineer may waive the materials testing requirements of the Specifications and accept a Certificate of Compliance. Manufacturing test data may be required by the Engineer to be included with the submittal.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection whether in place or not.

When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

**4-1.6 Trade Names or Equals.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. Unless stated otherwise, materials or equipment of other Suppliers may be accepted if sufficient information is submitted to the Engineer for review to determine whether the material or equipment proposed is equivalent or equal to that named.

- a) The Contractor shall submit its list of proposed substitutions for “an equal” (“or equal”) item(s) **no less than 15 Working Days prior to Bid due date** and on a City form when provided by the City.
  - i. The City will respond to the Contractor’s substitution proposal by at least 3 Working Days prior to the Bid due date. If the City fails to respond to the Contractor’s substitution proposal within the specified time period, the substitution proposal will be deemed denied.
  - ii. The Contractor may bring forward a substitution proposal after Award that was denied based on the City’s failure to respond by submitting a “Cost Reduction Proposal” in accordance with 3-1.3.
- b) The request for substitution shall include the following information:
  - i. Whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
  - ii. Whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
  - iii. All variations of the proposed substitute from the items originally specified will be identified.
  - iv. Available maintenance, repair, and replacement service requirements. The manufacturer shall have a local service agency within 50 miles of the site which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
  - v. Certification that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as that specified.
- c) There is no guaranteed time frame for the City’s review of the substitution requests.
- d) The burden of proof as to the type, function, and quality of any such substitute product, material or equipment shall be upon the Contractor. The Engineer may require at the Contractor’s expense additional data about the proposed substitute.
- e) If the Engineer takes no exceptions to the proposed substitution, it shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.
- f) The lack of action(s) on the Engineer’s side within the Contractor’s requested time shall not constitute acceptance of the substitution.
- g) Acceptance by the Engineer of a substitute item shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents.
- h) For the substitution review process or to have materials listed on the AML, refer to the AML standard review process.
- i) The Bid submittal shall be based on the material and equipment specified by name in the Contract. If the proposal is rejected by the Engineer, the Contractor shall not be entitled to either an extension in Contract Time, increase in the Contract Price, or both.

- j) As applicable, no Shop Drawing or Working Drawing submittals shall be made for a substitute item nor shall any substitute item be ordered, installed, or utilized without the Engineer's prior written.
- k) The Contractor shall reimburse the City for the charges of the Engineer for evaluating each proposed substitute.
- l) For Design-Build contracts, one copy of all designer reviewed submittals shall be provided to the Engineer.

## **SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK**

**6-1.2 Commencement of Work.** To the GREENBOOK and the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Unless specified otherwise, construction shall start within 5 Working Days after NTP and be diligently prosecuted to completion within the Contract Time. The Contractor shall not start any construction activity at the Site until the Pre-construction Meeting is held and the NTP has been issued by the Engineer.

Upon the Contractor's written request, the City may delay the NTP as follows:

- a) Up to 5 Working Days from the Pre-construction Meeting, or
- b) Up to 40 Working Days from the Limited NTP for the preparation, submittal, obtaining approval for and filing of the PRDs in accordance with 801, "STORM WATER POLLUTION CONTROL," or
- c) Up to 60 Working Days from the Limited NTP for the preparation, submittal, and approval of the TCP on "D-sheets" when specified in 7-10.2, "Traffic Control."

For areas that do not require engineered TCP on D-sheets, the Contractor may at any time after the Pre-construction Meeting obtain a TCP Permit via Working Drawings or the City's over the counter process and start the Work. If the Contractor decides to commence the construction work before the completion of the D-sheet TCPs, the Contractor shall forfeit the 60 Working Days specified here. The D-sheet TCP shall be done concurrently and no additional time will be granted.

For paving Work, the Contractor shall coordinate the Work to facilitate the installation and protection of the new curb ramps and associated concrete work prior to commencing the asphalt overlay operations. The Work at a specific location shall not commence until all layouts and measurements are agreed upon by both the Contractor and the Engineer.

The Contractor shall notify SDG&E at least 10 Working Days prior to excavating within 10' of SDG&E Underground High Voltage Transmission Power Lines (i.e., 69 KV and higher).

**ADD: 6-1.8 Pre-construction Meeting.** Within 20 Working Days from the Limited NTP the Engineer will schedule a mandatory pre-construction meeting (Pre-construction Meeting) with the Contractor. The agenda will include items such as NTP, design services and submittal and review process for Design-Build contracts, critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, payment requests and processing, environmental and community concerns, coordination with the involved utility firms, the level of record project documents required and emergency telephone numbers for all representatives involved in the course of construction.

**ADD: 6-8.1 Completion.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**6-8.1 Completion.** The Contractor shall submit a written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work.

**6-8.2 Acceptance.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**6-8.2 Acceptance.** Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will accept the Contractor's performance of the Contract.

**6-8.3 Warranty.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**6-8.3 Warranty.** Unless specified otherwise, the Work shall be warranted by the Contractor against defective workmanship and materials for a period of 1 year.

- a) The warranty period shall start on the date of completion of the Work as determined by the Engineer.
- b) The Contractor shall provide an unconditional warranty on all installed fiber optic cable for a minimum period of 2 years.
- c) The warranty period for the following items of the Work shall be 5 years:
  1. Work under Section 500
  2. DWT Construction
  3. LED signal modules
  4. Private sewer pumps including the alarm panel and all other accessories. The Contractor shall provide the City and property owner a copy of the warranty.
- d) The Contractor shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
- e) The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.
- f) All warranties, express or implied, from Subcontractors or Suppliers, of any tier, for the work performed and materials furnished shall be assigned, in writing, to the City, and such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the Contract.
- g) The Contractor shall replace or repair defective Work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the City for the actual costs, the Contractor's Surety shall be liable for the cost thereof.

- h) Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
- i) These specifications are not intended to constitute a period of limitations or waiver of any other rights or remedies City may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.
- j) The Contractor shall respond and initiate corrective action within 24 hours of notice of nonconforming Work that poses an imminent threat to person or property.

**6-9 LIQUIDATED DAMAGES.** MODIFY the daily value to read \$1000 per day.

## **SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

**7-3 LIABILITY INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

The insurance provisions herein must not be construed to limit your indemnity obligations contained in this contract.

**ADD: 7-3.1 Policies and Procedures.**

- a) You must procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or subcontractors.
- b) Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- c) You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under this contract, e.g., your indemnity obligations, will not be deemed limited to the insurance coverage required by this contract.
- d) Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
- e) Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of this contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of this contract may be treated by the City as a material breach of contract.

**ADD: 7-3.2 Types of Insurance.**

**7-3.2.1 Commercial General Liability Insurance.**

- a) Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
- b) The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
- c) There must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.



- a) All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

**7-3.2.2 Commercial Automobile Liability Insurance.**

- a) You must provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles (“Any Auto”).
- b) All costs of defense must be outside the limits of the policy.

**ADD: 7-3.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least “A-, VI” by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

**7-3.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State and is included on the List of Eligible Surplus Lines Insurers (LESLI list).

All policies of insurance carried by non-admitted carriers must be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**ADD: 7-3.4 Evidence of Insurance.** Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document must be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

**ADD: 7-3.5 Policy Endorsements.**

**7-3.5.1 Commercial General Liability Insurance.**

**7-3.5.1.1 Additional Insured.**

- a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
1. The additional insured coverage for projects for which the Engineer’s Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) Your products, (c) Your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.

2. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) Your products, or (c) premises owned, leased, controlled, or used by you.

**7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of the Contractor's insurance and must not contribute to it.

**7-3.5.1.3 Project General Aggregate Limit.** The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

#### **7-3.5.2 Commercial Automobile Liability Insurance.**

**7-3.5.2.1 Additional Insured.** Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

**ADD: 7-3.6 Deductibles and Self-Insured Retentions.** You are responsible for the payment of all deductibles and self-insured retentions. Disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

**ADD: 7-3.7 Reservation of Rights.** We reserve the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. We will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.

**ADD: 7-3.8 Notice of Changes to Insurance.** You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

**ADD: 7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

**7-4 WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

#### **7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.**

- a) In accordance with the provisions of §3700 of the California Labor Code, you must provide at its expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.

- b) Limits for this insurance must be not less than the following:

<u>Workers' Compensation</u>	<u>Statutory Employers Liability</u>
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

- c) By signing and returning this contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you will comply with such provisions before commencing the Work as required by § 1861 of the California Labor Code.

**7-4.1.1 Waiver of Subrogation.** The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

**7-5 PERMITS, FEES, AND NOTICES.** To the City Supplement, DELETE item e) in its entirety.

**7-5.3 Payment.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The payment for applying for and obtaining the required permits shall be included in the various Bid items unless a Bid item has been provided.

**7-8.6 Water Pollution Control.** ADD the following:

- a) The Project is subject to the Storm Water Pollution control requirements listed on the Plans or as specified in these specifications.
- b) For contracts subject to Construction General Permit (CGP), the Contractor's QSD shall verify the City's assessment prior to submittal through SMARTS.
- c) The Contractor's attention is directed to Section 801, "WATER POLLUTION CONTROL" of these specifications for more information.

**7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.** ADD the following:

In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Contract Price or Contract Time resulting from emergency work shall be determined as provided in SECTION 3, "CHANGES IN WORK."

**7-10.1 Traffic and Access.** To the City Supplement, DELETE the agency notification listing in its entirety and SUBSTITUTE with the following:

The Contractor shall notify Metropolitan Transit System (MTS), a minimum of 5 Working Days prior to excavation, construction, or traffic control affecting bus stops. The Contractor shall notify the remaining agencies a minimum of two 2 Working Days prior to construction activities affecting the agencies:

Fire Department Dispatch	(Street or alley closure)	(858) 573-1300
Police Department Traffic	(Street or alley closure)	(858) 495-7800
Street Division/Electrical	(Traffic signals)	(619) 527-7500
U.S. Navy	(32nd Street Naval Station)	(619) 556-1319
Underground Service Alert	(Any excavation)	(800) 422-4133
MTS	(Street Closure and Bus Stops)	(619) 238-0100 Ext 6451

**7-10.6 Traffic Plate Bridging.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Transverse or longitudinal cuts, voids, trenches, holes, and excavations in the right-of-way that cannot be properly completed within 1 Working Day shall be protected by adequately designed barricades and structural steel plates [plates] that will support legal vehicle loads in such a way as to preserve unobstructed traffic flow.

The Contractor shall secure approval, in advance, from authorities concerning the use of any bridging proposed on the Work.

Plates shall conform to the following:

- a) The trench shall be adequately shored to support the bridging and traffic loads.
- b) Plates shall be designed for HS 20-44 truck loading in accordance with Caltrans Bridge Design Specifications Manual.
- c) For the minimum thickness of plates refer to Table 7-10.6(A):

Table 7-10.6(A) - Trench Width / Minimum Plate Thickness

Trench Width	Minimum Plate Thickness
10" (0.25 m)	1/2" (13 mm)
1'-11" (0.58 m)	3/4" (19 mm)
2'-7" (0.80 m)	7/8" (22 mm)
3'-5" (1.04 m)	1" (25 mm)
5'-3" (1.6 m)	1 1/4" (32 mm)

For spans greater than 5'-3" (1.6 m), a structural design shall be prepared by a California Registered Civil Engineer and approved by the Engineer.

- d) Plates shall have a skid-resistant surface with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342.
- e) Plates shall extend a minimum of 12" (300 mm) beyond the edges of the trench.
- f) Plates shall provide complete coverage to prevent any person, bicycle, motorcycle or motor vehicle from being endangered due to plate movement causing separations or gaps.
- g) Plates shall be secured against movement or displacement by using adjustable cleats, shims, welding, or other devices, and shall be installed in a manner that will minimize noise as traffic drives over them. Plates shall be installed using either Method (1) or (2):
  - i. Method 1 [For speeds greater than 45 mph (70 Km/hr)]: The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.
  - ii. Method 2 [For Speeds less than 45 mph (70 Km/hr)]: Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" (50 mm) into the pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 % with a minimum 12" (305 mm) taper to cover all edges of the plates.

Alternative installation method may be submitted in accordance with 2-5.3, "Submittals" for the Engineer's approval.

- h) The Contractor shall be responsible for maintenance of the plates, shoring, and asphalt concrete ramps or any other approved device used to secure the plates. The Contractor shall immediately mobilize necessary personnel and equipment after being notified by the Engineer, the City's station 38, or a member of the public of a repair needed e.g., plate movement, noise, anchors, and asphalt ramps. Failure to respond to the emergency request within 2 hours will be grounds for the City to perform necessary repairs that will be invoiced at actual cost including overhead or \$500 per incident, whichever is greater. Failure by the Contractor to comply may result in automatic grounds suspension of permit, Contract, or both.
- i) When plates are removed, any damage to the pavement shall be repaired with fine graded asphalt concrete mix or slurry seal satisfactory to the Engineer.

Payment for traffic plate bridging shall be included in the various Bid items unless a Bid Item has been provided for steel plate bridging.

**ADD: 7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** The Contractor shall defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees, from and against all claims asserted, or liability established for damages or injuries to any person or property resulting from the Contractor's action or failure to take the necessary measures to prevent such damages and injuries.

The Contractor shall be responsible for payment of any fines resulting from citations issued to the City by either the federal, state, or local environmental and safety enforcement agencies due to the Contractor's failure to abide by applicable safety, health, and environmental standards.

**ADD: 7-21 ELECTRONIC COMMUNICATION.** The Contractor shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, and transmittals to the Virtual Project Manager (VPM) website established for the Project. The Contractor shall maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule. The Contractor shall review and act on all communications addressed to the Contractor in the VPM project website. A user's guide to the VPM system is available on the City's website and will be provided to the Contractor at the preconstruction meeting. The payment for electronic communications shall be included in the various Bid items.

## **SECTION 8 - FACILITIES FOR AGENCY PERSONNEL**

**8-2 FIELD OFFICE FACILITIES.** To the City Supplement, DELETE in its entirety.

### **PART 3 – CONSTRUCTION METHODS**

#### **SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION**

**306-1.6 Basis of Payment for Open Trench Installations.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Third Paragraph, after the word "backfill," ADD: "disposal of all excess excavation,"

ADD the following:

- a) The price per linear foot for pipe and conduit in place shall be considered full compensation for all wyes, tees, bends, monolithic catch basin connections, and specials shown on the Plans; the removal or restoration of interfering portions of existing sewers, storm drains, and existing improvements as shown on Plans; the closing or removing of abandoned conduit and structures; the excavations of the trench; the control of ground and surface waters; the preparation of subgrade; placing, joining and testing pipe; backfilling the trench; disposal of excess excavation; temporary resurfacing when not a Bid item; permanent trench resurfacing and all other work necessary to install the pipe or conduit, complete in place.

## **PART 5 – SYSTEM REHABILITATION**

### **SECTION 500 – PIPELINE**

**500-1.1.2.3 Submittals during Construction.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall submit the following during construction:

- a) Daily reports with Required Attachments - Daily reports shall be submitted on a daily basis throughout construction.
- b) Samples - Required samples shall be submitted to the Engineer immediately following the lining operation, according to Table A of 500-1.1.6, “Sampling, Testing, and Installation.”

**500-1.1.5 Television Inspection.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Closed Circuit television (CCTV) inspection will be required prior to rehabilitation to document the condition of the host pipeline or lateral and to verify that it was cleaned. A post-installation CCTV inspection shall be performed to determine if the work was completed per the Contract Documents and that all service connections have been re-instated, as required. CCTV inspection shall be performed in accordance with 306-1.4.8, “Televising Sewer Mains, Sewer Laterals and Storm Drains”.

**500-1.1.9 Measurement and Payment.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1<sup>st</sup> and 2<sup>nd</sup> paragraphs, DELETE in their entirety and SUBSTITUTE with the following:

Unless otherwise noted, no separate compensation will be paid for testing; the testing costs shall be included in the price per linear foot of well installation.

The unit price for installation of landfill gas extraction well, groundwater well, or gas monitoring well in the manner described shall be for the length of the well installed in the field and shall be measured to the bottom of the well installation from the top of ground level surface.

The Contractor shall be responsible for making adequate and suitable arrangements for any bypass that may become necessary.

**500-1.13.9 Material Testing.** To the City Supplement, DELETE the last sentence in its entirety.

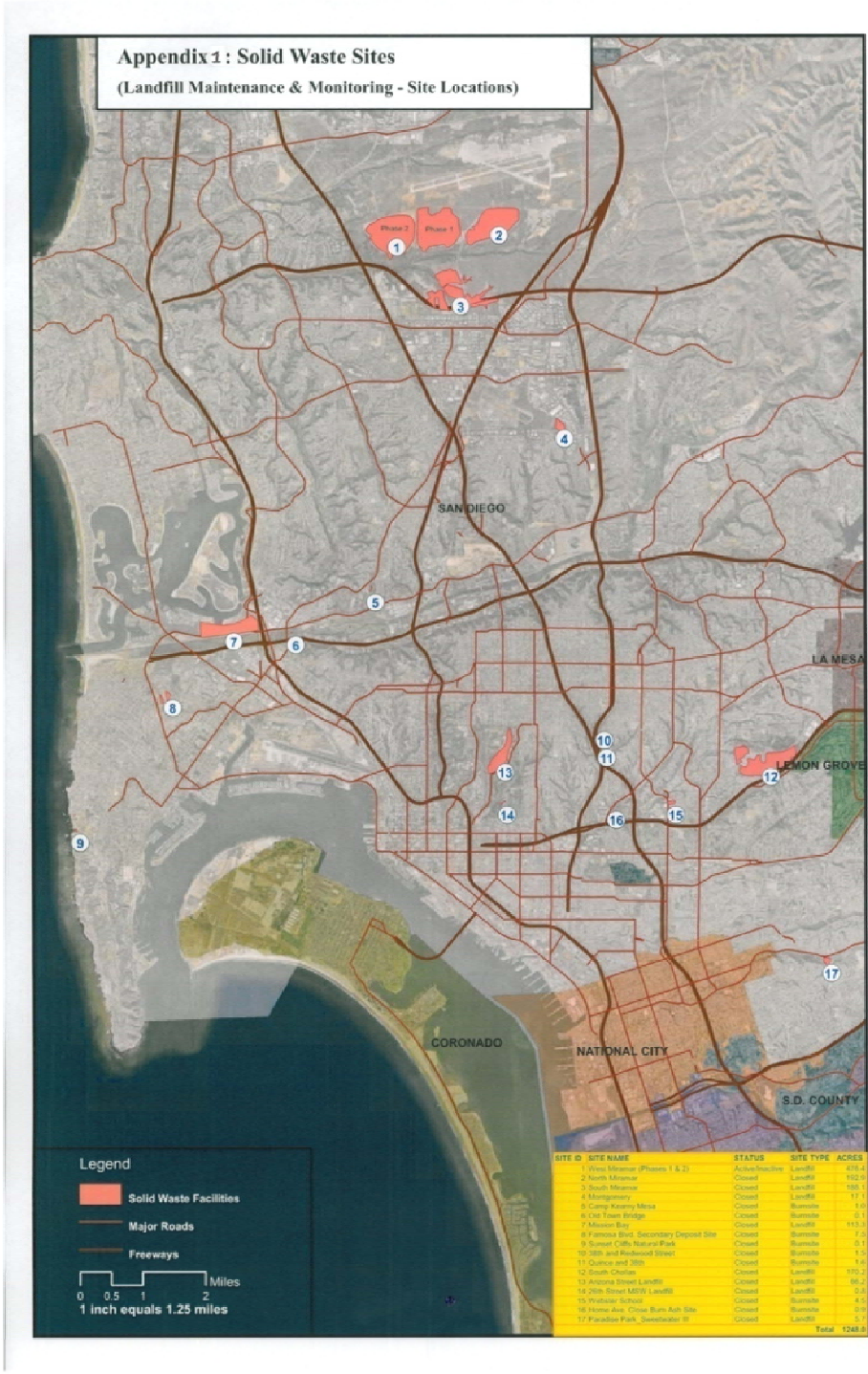
### **END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

**APPENDIX A**  
**SAMPLE CITY INVOICE**

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:					
Project Name:						Contractor's Address:					
SAP No. (WBS/IO/CC)											
City Purchase Order No.						Contractor's Phone #:			Invoice No.		
Resident Engineer (RE):						Contractor's Fax #:			Invoice Date:		
RE Phone#:			RE Fax#:			Contact Name:			Billing Period:		
Item #	Item Description	Contract Authorization				Previous Estimate		This Estimate		Totals to Date	
		Unit	Qty	Price	Extension	%/QTY	Amount	%/QTY	Amount	%/QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	\$80,000.00	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00						
<b>CHANGE ORDERS</b>											
Change Order 1			4,890								
Items 1-4					\$11,250.00						
Item 5-Deduct Bid Item 3		LF	120	-\$53.00	(\$6,360.00)						
Change Order 2			160,480								
Items 1-3					\$95,000.00						
Item 4 Deduct Bid Item 1		LF	390	-\$340.00	(\$12,920.00)						
Item 5-Increase bid Item 9		LF	8	\$9,800.00	\$78,400.00						
Change Order 3 (Close Out)			-121,500								
Item 1 Deduct Bid Item 3			53	-\$500.00	(\$26,500.00)						
Item 2 Deduct Bid Item 4		LS	-1	\$45,000.00	(\$45,000.00)						
Items 3-9			1	-\$0,500.00	(\$50,500.00)						
<b>SUMMARY</b>								Total This	\$ -	Total Billed	\$0.00
A. Original Contract Amount						<b>Retention and/or Escrow Payment Schedule</b>					
B. Approved Change Order 1 Thru 3						Total Retention Required as of this billing					
C. Total Authorized Amount (A+B)						Previous Retention Withheld in PO or in Escrow					
D. Total Billed to Date						Add'l Amt to Withhold in PO/Transfer in Escrow:					
E. Less Total Retention (5% of D)						Amt to Release to Contractor from PO/Escrow:					
F. Less Total Previous Payments											
G. Payment Due Less Retention						Contractor Signature and Date:					
H. Remaining Authorized Amount											



**APPENDIX B**  
**LOCATION MAP**



**APPENDIX C**

**MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

## **Materials Typically Accepted by Certificate of Compliance**

1. Soil amendment
2. Fiber mulch
3. PVC or PE pipe up to 16 inch diameter
4. Stabilizing emulsion
5. Lime
6. Preformed elastomeric joint seal
7. Plain and fabric reinforced elastomeric bearing pads
8. Steel reinforced elastomeric bearing pads
9. Waterstops (Special Condition)
10. Epoxy coated bar reinforcement
11. Plain and reinforcing steel
12. Structural steel
13. Structural timber and lumber
14. Treated timber and lumber
15. Lumber and timber
16. Aluminum pipe and aluminum pipe arch
17. Corrugated steel pipe and corrugated steel pipe arch
18. Structural metal plate pipe arches and pipe arches
19. Perforated steel pipe
20. Aluminum underdrain pipe
21. Aluminum or steel entrance tapers, pipe downdrains, reducers, coupling bands and slip joints
22. Metal target plates
23. Paint (traffic striping)
24. Conductors
25. Painting of electrical equipment
26. Electrical components
27. Engineering fabric
28. Portland Cement
29. PCC admixtures
30. Minor concrete, asphalt
31. Asphalt (oil)
32. Liquid asphalt emulsion
33. Epoxy

**APPENDIX D**  
**HAZARDOUS LABEL/FORMS**

SAMPLE HAZARDOUS WASTE LABEL

**HAZARDOUS WASTE**

STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL  
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY  
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY  
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES

GENERATOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ 24 HR. PHONE ( ) \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

EPA ID NO. \_\_\_\_\_ MANIFEST DOCUMENT NO. \_\_\_\_\_

EPA WASTE NO. \_\_\_\_\_ CA WASTE NO. \_\_\_\_\_ ACCUMULATION START DATE \_\_\_\_\_ / /

CONTENTS, COMPOSITION \_\_\_\_\_

PROPER DOT SHIPPING NAME \_\_\_\_\_

TECHNICAL NAME (S) \_\_\_\_\_

UN/NA NO. WITH PREFIX \_\_\_\_\_

PHYSICAL STATE    HAZARDOUS PROPERTIES     FLAMMABLE     TOXIC  
 SOLID  LIQUID     CORROSIVE     REACTIVE     OTHER \_\_\_\_\_

**HANDLE WITH CARE!**  
CONTAINS HAZARDOUS OR TOXIC WASTES

# INCIDENT/RELEASE ASSESSMENT FORM <sup>1</sup>

## If you have an emergency, Call 911

*Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).*

### Questions for Incident Assessment:

	YES	NO
1. Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?	<input type="checkbox"/>	<input type="checkbox"/>
2. Did anyone, other than employees in the immediate area of the release, evacuate?	<input type="checkbox"/>	<input type="checkbox"/>
3. Did the release cause off-site damage to public or private property?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the release greater than or equal to a reportable quantity (RQ)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Was there an uncontrolled or unpermitted release to the air?	<input type="checkbox"/>	<input type="checkbox"/>
6. Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?	<input type="checkbox"/>	<input type="checkbox"/>
8. Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?	<input type="checkbox"/>	<input type="checkbox"/>

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

\*Call 911 in an emergency\*

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a “no” response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

---

<sup>1</sup> This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements.

# NON REPORTABLE RELEASE INCIDENT FORM

## 1. RELEASE AND RESPONSE DESCRIPTION

Incident # \_\_\_\_\_

Date/Time Discovered	Date/Time Discharge	Discharge Stopped <input type="checkbox"/> Yes <input type="checkbox"/> No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS)		
Please describe the incident and indicate specific causes and area affected. Photos Attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Indicate actions to be taken to prevent similar releases from occurring in the future.		

## 2. ADMINISTRATIVE INFORMATION

Supervisor in charge at time of incident:	Phone:
Contact Person:	Phone:

## 3. CHEMICAL INFORMATION

Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:



**EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM**

<b>A</b>	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER ( ) -	
<b>B</b>	INCIDENT DATE MO DAY YR	TIME OES NOTIFIED (use 24 hr time)	OES CONTROL NO.
<b>C</b>	INCIDENT ADDRESS LOCATION	CITY / COMMUNITY	COUNTY ZIP
<b>D</b>	CHEMICAL OR TRADE NAME (print or type)		CAS Number
<b>D</b>	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>	CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>	
<b>D</b>	PHYSICAL STATE CONTAINED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	PHYSICAL STATE RELEASED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	QUANTITY RELEASED
<b>D</b>	ENVIRONMENTAL CONTAMINATION <input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER	TIME OF RELEASE	DURATION OF RELEASE — DAYS — HOURS — MINUTES
<b>E</b>	ACTIONS TAKEN		
<b>F</b>	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)		
	<input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____		
	<input type="checkbox"/> CHRONIC OR DELAYED (explain) _____		
	<input type="checkbox"/> NOTKNOWN (explain) _____		
<b>G</b>	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS		
<b>H</b>	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)		
<b>I</b>	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete.		
	REPORTING FACILITY REPRESENTATIVE (print or type) _____		
	SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____		DATE: _____

## **EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS**

### **GENERAL INFORMATION:**

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

### **BASIC INSTRUCTIONS:**

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

### **SPECIFIC INSTRUCTIONS:**

**Block A:** Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

**Block B:** Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

**Block C:** Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

**Block D:** Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

**Block E:** Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

**Block F:** Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

**Block G:** Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

**Block H:** List any additional pertinent information.

**Block I:** Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

### **MAIL THE COMPLETED REPORT TO:**

**State Emergency Response Commission (SERC)  
Attn: Section 304 Reports  
Hazardous Materials Unit  
3650 Schriever Avenue  
Mather, CA 95655**

NOTE: Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.

**APPENDIX E**  
**TECHNICAL SPECIFICATIONS**  
**DRILLING SERVICES**

## TECHNICAL SPECIFICATIONS

All work described herein for the City of San Diego will be performed under an approved County of San Diego well permit (provided by City contracted consultant) and continuously observed by a state-registered geologist and/or hydrogeologist who will direct and within native soils document well abandonments, well construction, and aquifer characterization work. The contractor shall furnish all labor, equipment and materials necessary for carrying out the Scope of Work. The Scope of Work will consist of:

1. Construction of Landfill Gas Extraction Wells at:
  - a. West Miramar Landfill
  - b. South Chollas Landfill
  - c. Arizona St Landfill
2. Construction of multi level Landfill Gas Monitoring Wells at:
  - a. West Miramar Landfill
  - b. South Miramar Landfill
3. Construction of Groundwater Monitoring Wells at:
  - a. TBA Landfill
4. Abandonment of Groundwater Monitoring Wells at:
  - a. TBA Landfill
5. Abandonment of multi level Landfill Gas Monitoring Wells at:
  - a. TBA Landfill

All work shall be performed according to specifications and drawings conforming with the County of San Diego SAM manual specifications.

For bidding purposes the work shall be deemed to consist of the following major drilling tasks:

1. Drill & Install 25 each 24" bore 100' depth LFG extraction wells at West Miramar LF (see landfill gas extraction well schematic)
2. Drill & Install 25 each 24" bore 100' depth LFG extraction wells at South Chollas LF (see landfill gas extraction well schematic)
3. Drill & Install 5 each 24" bore 100' depth LFG extraction wells at Arizona Street LF (see landfill gas extraction well schematic)
4. Drill & Install 5 each 12" bore 100' depth nested multi-level lfg monitoring wells at West Miramar LF (see monitoring well design details schematic)
5. Drill & Install 5 each 12" bore 100' depth nested multi-level lfg monitoring well at South Miramar LF (see monitoring well design details schematic)

6. Drill & Install 3 each 100' depth 4" PVC groundwater wells at landfill site (see County of San Diego SAM manual specifications)
7. Destroy 3 each 100' depth 4" groundwater wells at landfill site (see County of San Diego SAM manual specifications)
8. Destroy 3 each 8" bore 100' depth gas probes at landfill site (see County of San Diego SAM manual specifications)

The Contractor shall possess a current California "C-57" or "A" license. The Contract shall have recent experience (within last 3 years) installing and destroying landfill gas probes, landfill gas wells and groundwater wells. The City will be responsible for obtaining well permits when required from the County of San Diego Department of Health Services or notify other agencies such as the San Diego County APCD and Local Enforcement Agency; the Contractor will need to sign the well permit application. Over-sight will be provided by a City-contracted registered Geologist.

### **Site Safety**

The Contractor shall be responsible for the safe performance of work by each of its onsite employees and support personnel. The Contractor shall have a health and safety program in effect onsite as designated by all applicable Federal, State, or local regulations, including a site-specific Health and Safety Plan. Work shall not commence at the site until the Contractor's Health and Safety Plan has been implemented and a copy of the site-specific plan provided to the City. Contractor will secure his equipment at times when the drill site is unattended.

### **Equipment Requirements**

Contractor's equipment shall be manned and maintained in accordance with industry safety and performance standards that are acceptable to the City from commencement of the work until the completion of the work. Contractor shall inspect drill rigs prior to site access and drilling to ensure that rigs are free of hydraulic oil and fuel leaks. The Contractor shall verify that drill rigs and equipment, including drill rods, casing and bits are properly decontaminated by steam cleaning prior to accessing the site. All rig and support vehicle exhaust systems are required to have spark arrestors. The Contractor shall maintain at least one fire extinguisher on site at all times.

### **Site Access**

The monitoring wells shall be located on property owned or leased by the City. The Contractor shall coordinate and schedule site activities with the City.

### **Drill Set-Ups**

Wells locations shall be staked by the City or City contracted surveyor. It is anticipated that drill pad and/or access road grading will be required for 25% of the proposed wells or probes. The Contractor may recommend revising the proposed well locations where appropriate for efficiency, or because of spatial limitations; however the revised locations shall be mutually agreeable to the City. The Contractor is required to take all precautions to reduce impacts to existing structures, access, roads and trees. The City or its City-contracted geologist will contact USA Underground Alert and request a utilities mark-out. Additional third party mark may be employed as deemed necessary by the City.

## **Drilling Water**

Water needed for drilling operations shall be obtained by the Contractor at contractor's expense.

## **Disposal of Waste Materials**

The Contractor shall provide spill prevention materials at all times on the site, including extra absorbent materials to collect any spillage of equipment fluids (i.e., oil and fuel). The Contractor shall collect and dispose of any spillage of equipment fluids, or debris at the project site. The Contractor is responsible for making arrangements to legally dispose of such material at contractor's expense. All trash and refuse shall be bagged and removed daily by contractor from the site and properly disposed.

## **Soil Cuttings and Drill Fluids**

Soil cuttings shall be neatly spread on a heavy duty impervious liner with gravel bags to prevent runoff to nearby areas, or other temporary containment method, as approved by the City. Soil cuttings shall be periodically segregated from drilling fluid and placed in the approved temporary onsite storage area, to facilitate drying of the material. Relatively clear water can be decanted and allowed to percolate into the ground in a manner that does not create erosion, offsite sedimentation or allow runoff to enter natural drainages, storm drains, or into nearby areas, as approved by the City. Wet sediment materials and/or drilling mud (if used) shall be properly contained using gravel-bag berms, impervious liner or other method to prevent runoff to nearby areas, as approved by the City. The objective is to allow uncontaminated wet sediment and drilling mud to dry out on site. If directed by the City, Contractor shall contain drilling mud in approved 55-gallon drums. City maintenance personnel will arrange for off-site disposal of soil cuttings and dry materials resulting from the well drilling operations if previously arranged by the driller.

## **Drilling and Sampling**

The proposed monitoring well drilling can be accomplished using conventional mud rotary, air rotary (including casing advancement methods), or other approved drilling methods. The method shall be left to the Contractor's discretion and shall be described in the Contractor's quotation. In case the well is constructed in bedrock (requiring casing through overburden), drill an enlarged hole into the bedrock to allow for the seating of the permanent casing.

When not drilling in rock, the Contractor shall obtain relatively undisturbed soil samples with an SPT type sampler or other approved soil sampler at approximate 10-foot depth intervals or at lithology changes, as directed by the City or its geologist. The Contractor shall assist the City geologist in collecting formation samples from drill cutting discharge points, as appropriate.

## **Groundwater Well Construction**

The groundwater monitoring wells shall be constructed in general accordance with Site Assessment and Mitigation (SAM) Manual, Monitoring Well Standards, County of San Diego, Department of Environmental Health, to the approximate depths and diameters indicated in Table 1, or as approved by the City. The casing for monitoring wells in alluvium/overburden shall be PVC Schedule 40 Type 1, Grade 1 material having a nominal diameter of 4 inches. The bedrock monitoring well permanent casing shall be standard Schedule 40 mild steel pipe of suitable diameter. The permanent casing diameter shall be selected to accommodate drilling below the casing to the total depth of the hole. If the permanent casing diameter is to be greater than 6-inches, a variance may be required from the County of San Diego, Department of Environmental Health. The City would request this variance when submitting the well permit application. Casing shall be of uniform outside diameter manufactured in lengths not less than 20 feet. Casing joints shall be threaded.

**TABLE 1**

Anticipated Depth	100 feet
Screened Interval	Bottom 20 feet
Borehole Diameter	12 inches
Well Casing Diameter	4 inches
Casing Material	SCH 40 PVC
Screen Material	SCH 40PVC with 0.010-inch slots
Filter Pack	Monterey Sand #2/16 or Equivalent
Centralizers	Top and bottom of screen and every 40 feet.

### **Borehole Logging**

Within native soils, a City-Contracted California certified hydrogeologist will continuously observe all drilling operations. As discussed above, the borehole will be continuously cored to the total depth of the boring. Core samples will be logged and retained in boxes for further analyses and review. The collection depths will be clearly marked for easy reference. At a minimum, geologic logging of boreholes will address the following elements:

- Description of soils according to the Unified Soil Classification System and description of bedrock materials according to accepted geologic nomenclature.
- Borehole designation and location.
- Times and dates that drilling/excavation began and ended.
- Type of exploratory equipment being utilized, including manufacturer, make, and model for special modifications.
- Name(s) and registration numbers for geologist(s) responsible for log description.
- Percent recovery.
- Rock quality designation (RQD).
- Systematic descriptions of lithologic and microstructural changes in strata or soil horizons including thickness of units, as well as depth and elevation of changes.
- Presence of and depth to groundwater.
- Caving or sloughing conditions in the hole, including depth and elevation.
- Sampling interval(s), including depths and elevations.
- Unusual color, staining, or odors of chemical or waste origin.
- Drilling advancement in feet per hour (average) and/or feet per minute, noting periods of difficult or very easy drilling.
- Any subsurface structures or unusual features encountered.
- Descriptions of mineral seams and fracture fillings.
- Faults, gouge, or shear zones penetrated.
- Depth and thickness of weathering.
- An opinion as to the characteristics of water-bearing lithologies.
- Other notes and descriptions as required.

## **WELL DEVELOPMENT**

Following construction of the well, the annular grout will be allowed to cure for a minimum of 24 hours prior to final well development. The well will then be developed by pumping and surging with a well-development surge block until visually clear water is discharged from the well, and the temperature, pH, and specific conductivity of discharge water stabilizes. Well development data will be recorded on a Water Sample Log Form, and/or on the sampler's daily field report. The information to be included on well development and groundwater sampling records will include:

- Total depth of well, casing diameter, and well volume
- Starting groundwater level, and water levels and recovery levels associated with predevelopment activities
- Time log of groundwater removal and associated water level depths, general clarity, temperature, turbidity, pH, and electrical conductivity
- Total well volumes removed
- Final depth to water
- Any problems encountered and their solutions.

Purge water generated from well development will be containerized and transferred to the onsite holding tank for disposal.

### **LFG Extraction Well Construction**

See LFG extraction well schematic for typical construction details. Well depth for bid purposes is 100 feet. Screen length for bid purposes shall be half of well depth.

### **LFG Monitoring Well Construction**

See LFG monitoring well schematic for typical construction details. Well depth for bid purposes is 100 feet. Shallow casing depth is ten feet with three feet of screen. Medium casing depth is one-half total depth with fifteen feet of screen. Deep casing shall have twenty feet of screen.

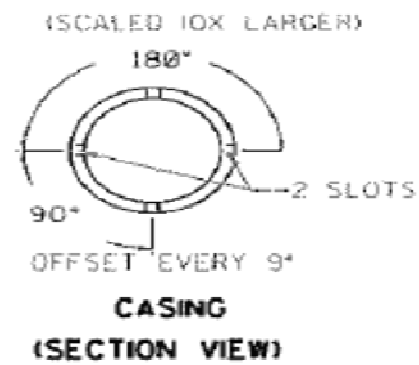
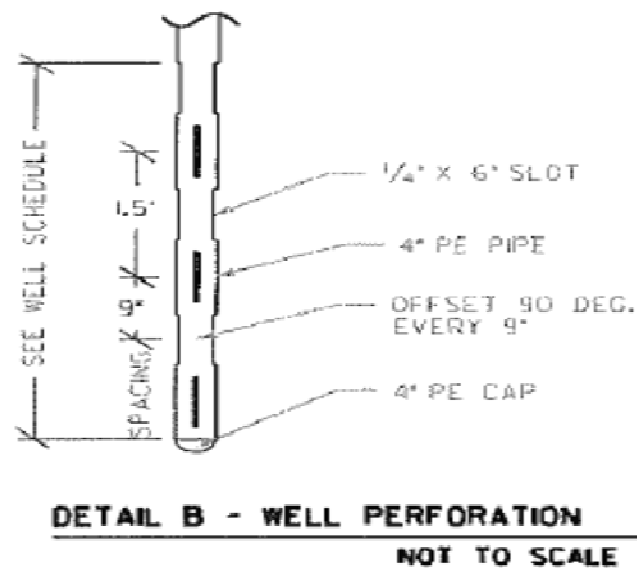
## **WELL ABANDONMENT**

Existing well standard well example is a 4-inch schedule 40 PVC well with a 20 foot screened section, constructed to a depth of 100 feet. The annular seal consists of approximately 81 feet of neat cement grout overlying 5 feet of bentonite. Well standard well example will be abandoned by removing the security cover and concrete surface seal to a depth of approximately three feet. A hollow-stem auger drill rig will then set up over the well and overdrill the borehole to a depth of 100 feet to remove all well materials, as specified by County of San Diego requirements. If necessary "A-rod" may be inserted in the well casing to keep the flight-auger over the original borehole during the overdrilling process. After the well casing and annular materials have been removed, the borehole will be sealed using neat cement grout using tremie pipe and positive displacement techniques to ground surface. The grout will be topped off until it no longer settles in the well borehole. Well materials and cuttings delivered from the borings will be disposed of within a visqueen lined bin, and allowed to dry out. Once the cuttings are dry they will be disposed of at a designated area of the landfill.

## **LOCATION MAP**

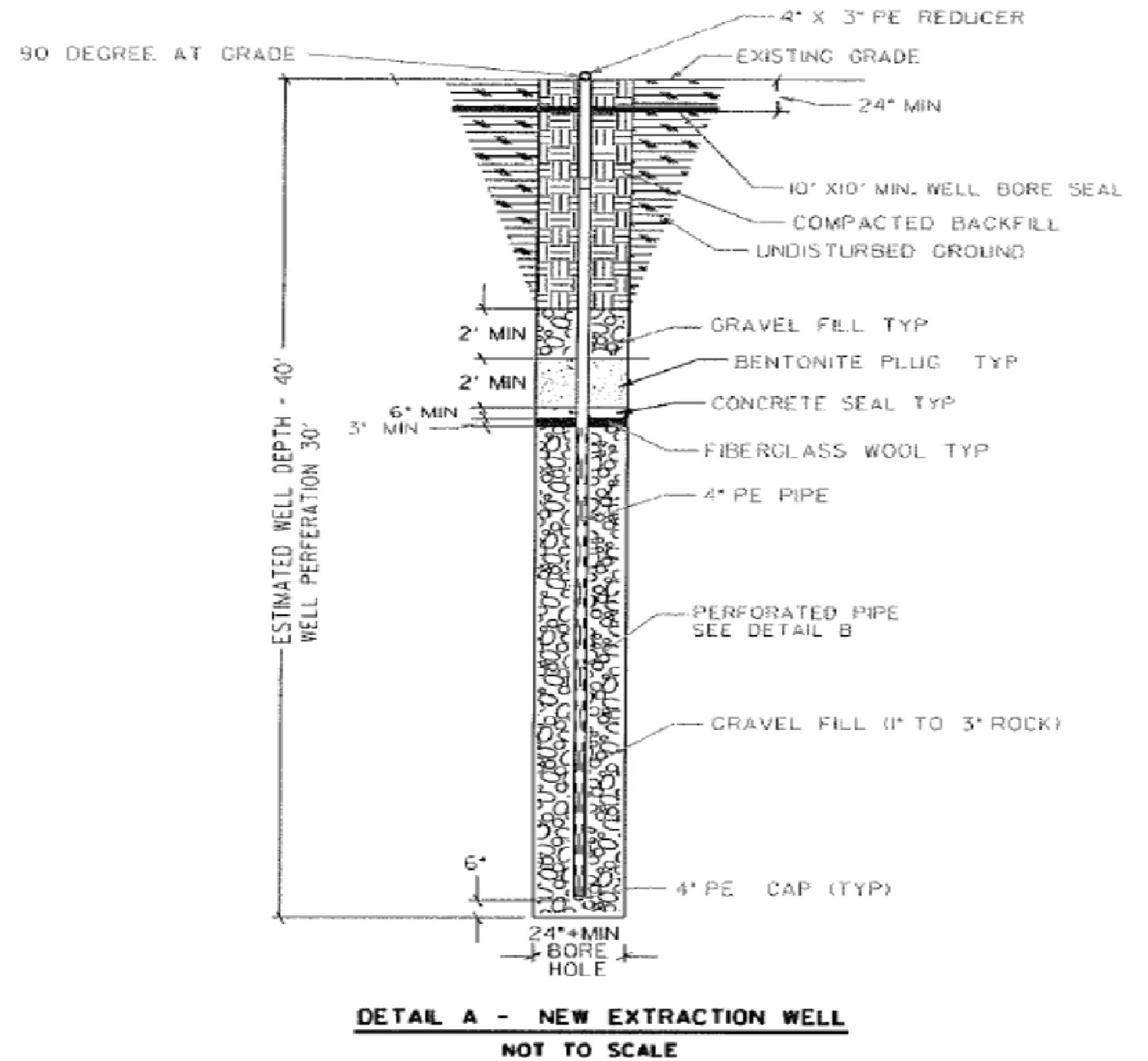
Sites for Landfill Drilling Services include sites 1, 2, 3, 7, 12, 13, and 17.



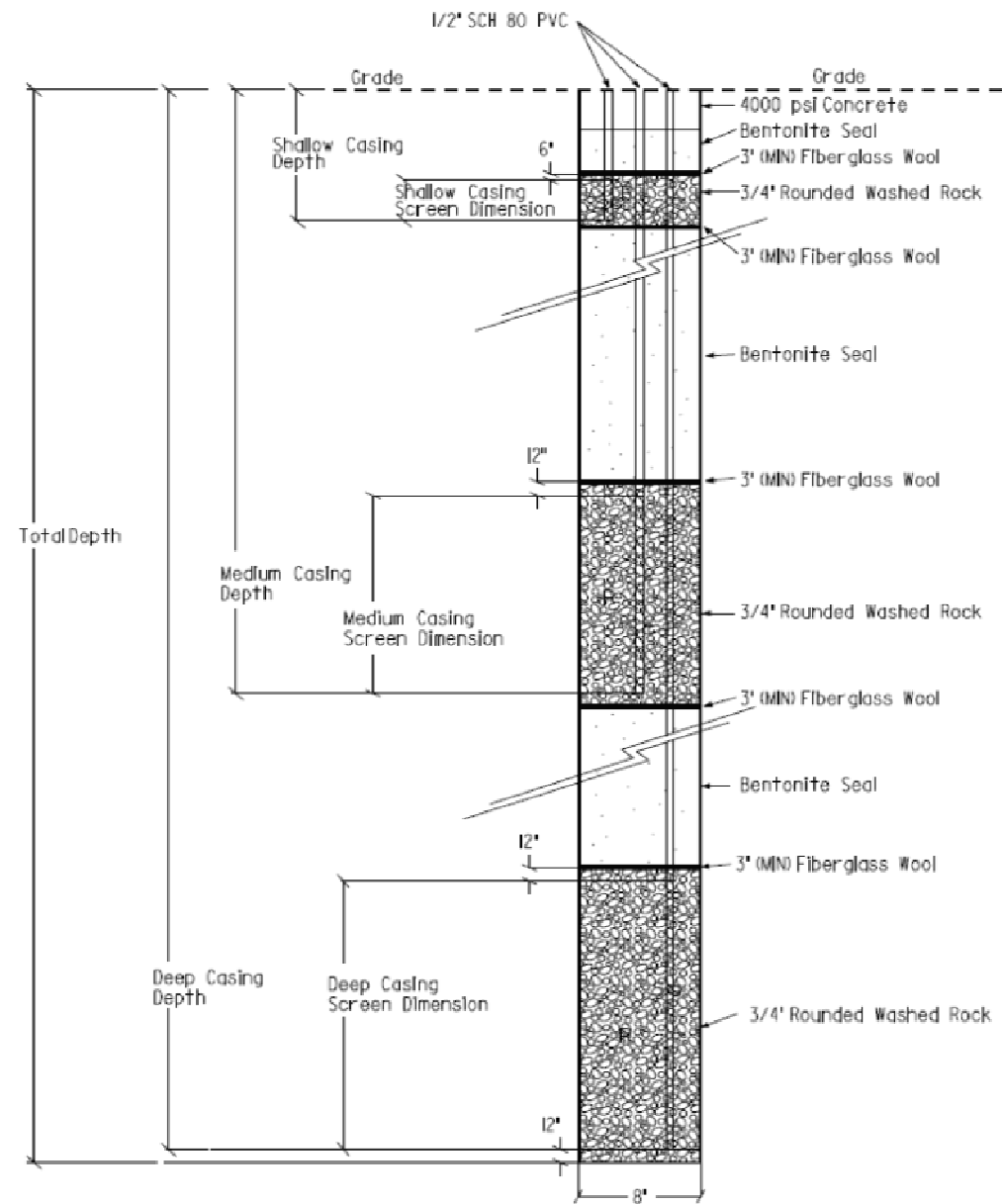


4" & 3" HDPE PIPE SHALL BE SDR-II7.  
2" HDPE PIPE SHALL BE SDR-II.

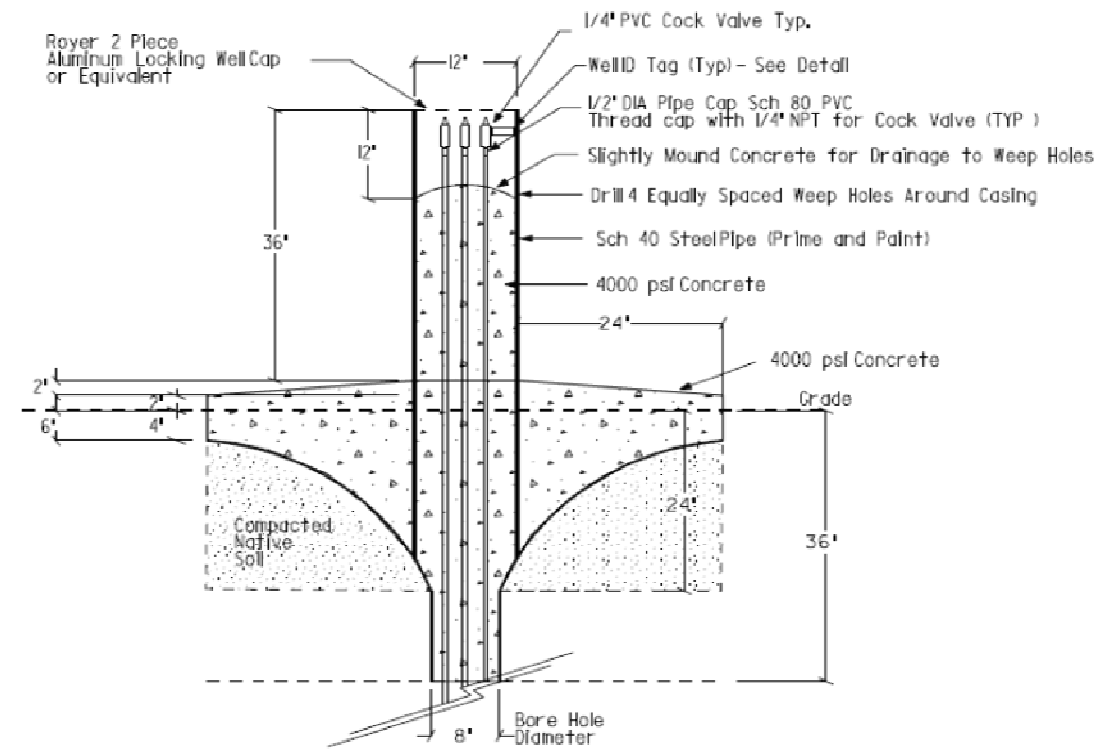
CIVIL 10/11/10



See Detail- Monument WellHead Construction



Detail - Gas Monitoring Wells and Bore Hole  
Not to Scale

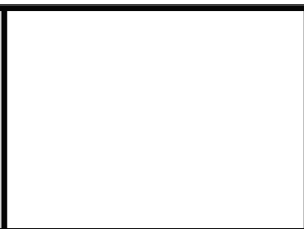


Detail - Monument WellHead Construction  
Not to Scale

No	Revisions	By	Date



# West Miramar Gas Monitoring Wells



City of San Diego, California  
**Environmental Services Department**  
**Refuse Disposal Division**

SHEET OF SHEETS					JOB NUMBER	
DESCRIPTION	BY	APPROVED	DATE	FILED	APPROVALS	

# City of San Diego

CONTRACTOR'S NAME: SCS Field Services  
ADDRESS: 2900 Kilroy Airport Way Long Beach CA 90804 #100  
TELEPHONE NO.: 562/426-9544 FAX NO.: 562/427-0805  
CITY CONTACT: RAY PURTEE, 9601 Ridgehaven Court Suite 310, MS 1103A, San Diego CA 92123  
Email: rpurtee@sandiego.gov, Phone: (858) 573-1208 Fax: (858) 492-5041  
DS/NB/egz

## CONTRACT DOCUMENTS FOR



## EMERGENCY DRILLING SERVICES AT VARIOUS CITY LANDFILLS

VOLUME 2 OF 2

BID NO.: K-12-5390-DBB-3-B  
SAP NO.: S-00684  
CLIENT DEPARTMENT: 2115  
COUNCIL DISTRICT: CITYWIDE  
PROJECT TYPE: FA

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY  
REFER TO INVITATION TO BIDS FOR TIME, DATE, AND LOCATION

# TABLE OF CONTENTS

## Volume 2 - Bidding Documents

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed **non-responsive**. If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
1. Bid/Proposal.....	3-5
2. Bid Bond.....	6
3. Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid Under 23 USC 112 and PCC 7106.....	7
4. Contractors Certification of Pending Actions.....	8
5. Equal Benefits Ordinance Certification of Compliance.....	9
6. Proposal (Bid).....	10-12
7. Form AA35 List of Subcontractors.....	13
8. Form AA40 Named Equipment/Material Supplier List.....	14

**BIDDING DOCUMENTS**

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**PROPOSAL**

**Bidder's General Information**

To the City of San Diego:

Pursuant to "Invitation to Bids", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Bidding Documents therefore, and that by submitting said Bidding Documents as its bid proposal, bidder(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

**IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_
- (2) Signature (Given and surname) of proprietor \_\_\_\_\_
- (3) Place of Business (Street & Number) \_\_\_\_\_
- (4) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
- (5) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

**IF A PARTNERSHIP, SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_
- (2) Name of each member of partnership [indicate character of each partner, general or special (limited):  
\_\_\_\_\_  
\_\_\_\_\_

**BIDDING DOCUMENTS**

(3) Signature (Note: Signature must be made by a general partner)

\_\_\_\_\_  
Full Name and Character of partner  
\_\_\_\_\_  
\_\_\_\_\_

(4) Place of Business (Street & Number) \_\_\_\_\_

(5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

(6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

**IF A CORPORATION, SIGN HERE:**

(1) Name under which business is conducted SCS Engineers

(2) Signature, with official title of officer authorized to sign for the corporation:  
Galen S. Petayan  
(Signature)

Galen S. Petayan  
(Printed Name)

Senior Vice President  
(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of Commonwealth of Virginia

(4) Place of Business (Street & Number) 3900 Kilroy Airport Way Ste 100

(5) City and State Long Beach, CA Zip Code 90800

(6) Telephone No. 502/420-9544 Facsimile No. 502/492-9292

**THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:**

In accordance with the "INVITATION TO BIDS", the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION Contractors

LICENSE NO 749678 A EXPIRES May 31, 2012

This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.

TAX IDENTIFICATION NUMBER (TIN): 54-0913440

E-Mail Address: gpetayan@scsfieldservices.com

**BIDDING DOCUMENTS**

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**THIS PROPOSAL MUST BE NOTARIZED BELOW:**

I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature Valen Retman Title SR.V.P.

SUBSCRIBED AND SWORN TO BEFORE ME, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_.

\_\_\_\_\_  
(NOTARIAL SEAL)

*See California  
notarization  
attached*

# CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_  
 2 \_\_\_\_\_  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_  
 5 \_\_\_\_\_  
 6 \_\_\_\_\_

Signature of Document Signer No. 1                      Signature of Document Signer No. 2 (if any)

State of California  
 County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this  
14<sup>th</sup> day of February, 2012, by  
Date                      Month                      Year  
 (1) Galen S. Retoyan  
Name of Signer

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

(and

(2) \_\_\_\_\_  
Name of Signer

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

Signature S. Helak  
Signature of Notary Public

Place Notary Seal Above



## OPTIONAL

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

### Further Description of Any Attached Document

Title or Type of Document: Bidding Proposal - City of San Diego  
 Document Date: Feb. 14, 2012 Number of Pages: 20  
 Signer(s) Other Than Named Above: none

**RIGHT THUMBPRINT OF SIGNER #1**  
 Top of thumb here

**RIGHT THUMBPRINT OF SIGNER #2**  
 Top of thumb here



**BIDDING DOCUMENTS**

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**BID BOND**

KNOW ALL MEN BY THESE PRESENTS,

That Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers as Principal, and  
Safeco Insurance Company of America as Surety, are

held and firmly bound unto City of San Diego

hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

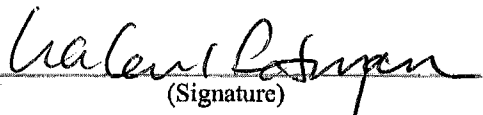
WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled \_\_\_\_\_


Emergency Drilling Services at Various City Landfills

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Invitation to Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 9th day of February, 2012

Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers (SEAL)      Safeco Insurance Company of America (SEAL)  
(Principal)      (Surety)

By:   
(Signature)

By:   
(Signature)  
KD Conrad, Attorney In Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

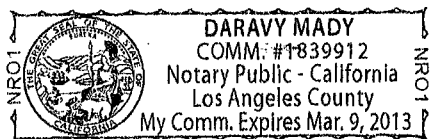
State of California

County of Los Angeles

On FEB 09 2012 before me, Daravy Mady, Notary Public, personally appeared KD Conrad 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 *Daravy Mady*  
Daravy Mady, Notary Public

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On Feb. 14, 2012 before me, S. HELAK, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Galen S. Peterson  
Name(s) of Signer(s)

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.

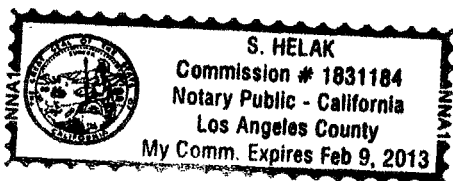
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature S. Helak

Signature of Notary Public

Place Notary Seal Above



## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: Bid Bond - City of San Diego # 4950039

Document Date: February 9, 2012 Number of Pages: 1

Signer(s) Other Than Named Above: K. P. Conrad, attorney in fact.

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Galen S. Peterson Signer's Name: \_\_\_\_\_

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> Individual<br><input checked="" type="checkbox"/> Corporate Officer — Title(s): <u>SR. Vice President</u><br><input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General<br><input type="checkbox"/> Attorney in Fact<br><input type="checkbox"/> Trustee<br><input type="checkbox"/> Guardian or Conservator<br><input type="checkbox"/> Other: _____ | <b>RIGHT THUMBPRINT OF SIGNER</b><br>Top of thumb here | <input type="checkbox"/> Individual<br><input type="checkbox"/> Corporate Officer — Title(s): _____<br><input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General<br><input type="checkbox"/> Attorney in Fact<br><input type="checkbox"/> Trustee<br><input type="checkbox"/> Guardian or Conservator<br><input type="checkbox"/> Other: _____ | <b>RIGHT THUMBPRINT OF SIGNER</b><br>Top of thumb here |
|--|--|---|--|

Signer Is Representing: Stearns Conrad and Schmidt Consulting Engineers, Inc Signer Is Representing: \_\_\_\_\_

DBA SCS ENGINEERS, SCS FIELD SERVICES

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint TRACY ASTON, MARINA TAPIA, EDWARD C. SPECTOR, KD CONRAD, SIMONE GERHARD, B. ALEMAN, ASHRAF ELMASRY, LISA K. CRAIL, PAUL RODRIGUEZ, DARAVY MADY, KRISTINE MENDEZ, ALL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding SEVEN HUNDRED FIFTY MILLION AND 00/100\*\*\*\*\* DOLLARS (\$ 750,000,000.00\*\*\*\*\* ) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 26th day of October 2011.



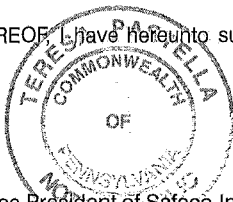
SAFECO INSURANCE COMPANY OF AMERICA

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of October, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Vice President of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Officer specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 9th day of February 2012



By Gregory W. Davenport
Gregory W. Davenport, Vice President

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**BIDDING DOCUMENTS**

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**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID UNDER 23 USC 112 AND PCC 7106**

State of California )  
 ) ss.  
 County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signed: Galen Refugan  
 Title: S.R.V.P.

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
 Notary Public

(SEAL)

*See California  
 notary seal  
 attached*

# CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)  
 See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_

Signature of Document Signer No. 1 \_\_\_\_\_  
Signature of Document Signer No. 2 (if any) \_\_\_\_\_

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this  
14<sup>th</sup> day of February, 2012, by  
Date Month Year  
(1) Galen S. Stoyan,  
Name of Signer



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

(and

(2) \_\_\_\_\_,  
Name of Signer

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

Signature S. Helak  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

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

### Further Description of Any Attached Document

Title or Type of Document: Non-Collusion Affidavit  
Document Date: Feb. 14, 2012 Number of Pages: 1  
Signer(s) Other Than Named Above: none

RIGHT THUMBPRINT  
OF SIGNER #1  
Top of thumb here

RIGHT THUMBPRINT  
OF SIGNER #2  
Top of thumb here

**BIDDING DOCUMENTS**

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**CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

The undersigned certifies that within the past ten years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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Contractor Name SCS Field Services

Certified By Galen Petzjan Title Senior Vice President  
Name

Galen Petzjan Date 2/14/12  
Signature

**USE ADDITIONAL FORMS AS NECESSARY**

**BIDDING DOCUMENTS**

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



For additional information, contact:  
**CITY OF SAN DIEGO**  
**EQUAL BENEFITS PROGRAM**  
 202 C Street, MS 9A, San Diego, CA 92101  
 Phone (619) 533-3948 Fax (619) 533-3220

**COMPANY INFORMATION**

Company Name: <u>SGS Field Services</u>	Contact Name: <u>Kyle Kranz</u>
Company Address: <u>2925 Kilroy Airport Way Ste. 100</u>	Contact Phone: <u>562-426-9544</u>
<u>Long Beach CA 90806</u>	Contact Email: <u>kkranz@sgsfieldservices.com</u>

**CONTRACT INFORMATION**

Contract Title: <u>Emergency Drilling Services</u>	Start Date:
Contract Number (if no number, state location): <u>K-12-5390-DBB-A</u>	End Date:

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
  - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
  - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at [www.sandiego.gov/administration](http://www.sandiego.gov/administration).

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
  - Has no employees.
  - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Galen S. Peterson Sr. v.p.      Galen Peterson      2/14/12  
 Name/Title of Signatory      Signature      Date

**FOR OFFICIAL CITY USE ONLY**

Receipt Date:      EBO Analyst:       Approved       Not Approved – Reason:

rev 02/15/2011



**BIDDING DOCUMENTS**

**PROPOSAL (BID)**

The Bidder agrees to the construction of **EMERGENCY DRILLING SERVICES AT VARIOUS CITY LANDFILLS**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for Contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item	Quantity	Unit	Payment Reference	NAICS	Description	Unit Price	Extension
<b>BASE BID</b>							
1.	1	LS	2-4.1	237110	Bonds (Payment and Performance)	<del>                    </del>	\$ 9,240.00
2.	1	AL	2-13.1	237110	Partnering	<del>                    </del>	\$30,000.00
3.	1	LS	9-3.4.1	237110	Mobilization	<del>                    </del>	\$ 45,000.00
4.	1	AL	9-3.5	237110	Field Orders	<del>                    </del>	\$16,000.00
5.	1	LS	801-9.4	541330	Water Pollution Control Program Development	<del>                    </del>	\$ 5,010.00
6.	1	LS	801-9.4	237990	Water Pollution Control Program Implementation	<del>                    </del>	\$ 6,400.00
7.	1	LS	802-1.8	236220	Preparation of Waste Management Form	<del>                    </del>	\$ 1,400.00
8.	1	TON	802-1.8	236220	Site Storage and Handling of Construction and Demolition Waste	\$ 310.00	\$ 310.00
9.	1	TON	802-1.8	236220	Disposal of Construction and Demolition Waste	\$ 157.00	\$ 157.00
10.	55	EA	9-3.1	237110	24" Bore 100' Depth Landfill Gas Extraction Wells	\$ 5,840.00	\$ 321,200.00
11.	10	EA	9-3.1	237110	12" Bore 100' Depth Nested Multi- Level Landfill Gas Monitoring Wells	\$ 14,950.00	\$ 149,500.00
12.	3	EA	9-3.1	237110	12" Bore 100' Depth Landfill Groundwater Monitoring Wells	\$ 14,125.00	\$ 42,375.00
13.	3	EA	9-3.1	237110	Destroy Groundwater Monitoring Wells	\$ 4,880.00	\$ 14,640.00
14.	3	EA	9-3.1	237110	Destroy Landfill Gas Monitoring Wells	\$ 4,880.00	\$ 14,640.00
15.	3	EA	306-1.6	237110	500 LF Header Piping (8" HDPE Pipe SDR-17) Including trenching, Backfilling Tie-ins and Fittings	\$ 12,650.00	\$ 37,950.00
16.	55	EA	306-1.6	237110	20' Lateral Installation (Includes 4" HDPE Pipe SDR17, Trenching, Backfilling, Tie-ins and Fittings)	\$ 420.00	\$ 23,100.00
17.	55	EA	9-3.1	237110	Extraction Well Heads Including all Control Valves for 2" Accuflow Valve Installation	\$ 500.00	\$ 27,500.00

**BIDDING DOCUMENTS**

Item	Quantity	Unit	Payment Reference	NAICS	Description	Unit Price	Extension
18.	55	EA	9-3.1	237110	Well Bore Seal and Appurtenance to Connect to Header	\$ 1,075.00	\$ 59,125.00
19.	5	EA	805-2.6	541330	Health and Safety Plan at Site	\$ 935.00	\$ 4,675.00
20.	5	EA	805-2.6	541330	Community Health and Safety Plan at Site	\$ 2,750.00	\$ 13,750.00
<b>ESTIMATED TOTAL BASE BID</b>							<b>\$ 822,772</b>

TOTAL BID PRICE FOR BID (Base Bid, Items 1 through 20, inclusive) amount written in words:

Eight Hundred Twenty-Two Thousand Seven Hundred Seventy Two Dollars

The names of all persons interested in the foregoing proposal as principals are as follows:

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IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

Bidder: SCS Field Services (Galen Petayan)  
 Title: Senior Vice President  
 Business Address: 3920 Kilroy Airport Way Ste. 100  
 Place of Business: Long Beach CA 90800  
 Place of Residence: Granada Hills  
 Signature: Galen Petayan

## BIDDING DOCUMENTS

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### NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as non-responsive and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid non-responsive and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- I. The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. The following addenda have been received and are acknowledged in this bid: [.....]. If an addendum or addenda has been issued by the City and not noted above as being received by the Bidder, this proposal shall be rejected as being **non-responsive**.

**BIDDING DOCUMENTS**

**LIST OF SUBCONTRACTORS**

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>ⓐ</sup>	WHERE CERTIFIED <sup>ⓑ</sup>	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Tri-County Drilling</u> Address: <u>9031 Candide St.</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92120</u> Phone: <u>619/271-0099</u>	Tri-County	Drilling Abandon wells	\$193,115.00	SLBE	city	
Name: <u>CD Drilling</u> Address: <u>241000 F. old Julian Hwy</u> City: <u>Romona</u> State: <u>CA</u> Zip: <u>92045</u> Phone: <u>760/781-4925</u>	CD Drilling	Drilling LFG wells	\$172,000.00	Pending SLBE CURRENT WBE	city	
Name: <u>EFR Environmental Services Inc.</u> Address: <u>P.O. Box 24009</u> City: <u>Alpine</u> State: <u>CA</u> Zip: <u>91903</u> Phone: <u>619/722-0781</u>	EFR Environmental Services Inc.	Soils Testing Hauling	\$370.00	WBE		

① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

**The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).**

20,970

**BIDDING DOCUMENTS**

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURE R (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>ⓐ</sup>	WHERE CERTIFIED <sup>ⓑ</sup>
Name: Superior Ready Mix Address: 7620 Mission George Rd City: San Diego State: CA Zip: 92120 Phone: 619/280-7371	Gravel	\$12,500	Yes	Yes		
Name: Forrer Supply Co Address: 2210 S. Azusa Ave City: West Covina State: CA Zip: 91792 Phone: 626/919	Pipe Fittings	\$35,913.75	Yes	No		
Name: United Rentals Address: 5580 Kearny Villa Rd City: SD State: CA Zip: 92123 Phone: 619/562-7122	Equipment	\$110,413.7	Yes	No		

① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

**The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).**



THE CITY OF SAN DIEGO

January 20, 2011

Tri-County Drilling, Inc.  
Sheryl Peterson  
Tim Duddie  
9631 Candida Street  
San Diego, CA 92126

**Subject: Small Local Business Enterprise Certification**

Dear Sheryl and Tim:

Congratulations! We have reviewed your application and you have been approved for certification as a City of San Diego Small Local Business Enterprise (SLBE). Until we receive your Surety Bond Letter, your firm is restricted as a City of San Diego Prime Contractor to projects with a value of \$50,000 and below. There are no restrictions associated with your ability to bid on City projects as a subcontractor.

Your certification number is 11TC0311 and your classification is Specialty Construction. Please reference this certification number when bidding on City projects.

For the City's SLBE Program, your certification is effective January 7, 2011. This certification expires on January 7, 2013 at which time you will need to reapply in accordance with the SLBE guidelines.

If you have any questions please call 619-236-6297.

Thank you,

  
Debra Fischle-Fault  
Department Director



Administration Department  
Small Local Business Enterprise Program  
202 C Street, 9<sup>th</sup> Floor, MS 9A  
San Diego, CA 92101-4806  
Telephone (619) 236-6297 Fax (619) 236-7344

**BIDDING DOCUMENTS**

**LIST OF WORK MADE AVAILABLE**

List items of the Work the Bidder made available to SLBE-ELBE firms. Identify those items of the Work the Bidder might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate SLBE-ELBE participation. For each item listed, show the dollar amount and percentage of the the Base Bid. The Bidder must demonstrate that enough work to meet the goal was made available to SLBE-ELBE firms.

ITEM OF WORK MADE AVAILABLE	BIDDER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT	PERCENTAGE OF BASE BID
DRILLING LFB WELLS	N	Y	\$172,000	20.9%
DESTROY WELLS & DRILLING - PROBES	N	Y	\$193,115.00	23.4%
ENG/ENGINEERING	Y	Y	\$45,000	5.4%
PIPE LAYING	Y	Y	\$60,991.74	7.4%
SOIL HANDLING/DISPOSAL	Y	Y	\$375.00	.045%