

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090198-25-H North City
Water Reclamation Plant (NCWRP) 84-Inch Pipeline Cleaning**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090198-25-H North City Water Reclamation Plant (NCWRP) 84-Inch Pipeline Cleaning (Contractor).

RECITALS

On or about 10/8/2024, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide Pipeline intervention services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Contract Administrator. The Public Utilities Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Wilson Lau, Associate Engineer – Civil
9192 Topaz Way
San Diego, CA 92123
858-614-4068
WCLau@sandiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of one (1) year beginning on the Effective Date, but Contractor shall be required to complete the pipeline cleaning within 30 calendar days. City may, in its sole discretion, extend this Contract. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$973,662.

ARTICLE IV WAGE REQUIREMENTS

4.1 By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

ARTICLE V CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract
- 3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4th Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

NRC Environmental Services Inc.

Proposer

2950 Kurtz St.

Street Address

San Diego

City

6192353320

Telephone No.

gburns@republicservices.com

E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY:



Print Name:

Claudia Abarca

Director, Purchasing & Contracting
Department

07/18/2025

Date Signed

BY:



Gary Burns (May 29, 2025 13:18 MDT)

Signature of
Proposer's Authorized
Representative

Gary Burns

Print Name

Area Vice President

Title

05/29/2025

Date

Approved as to form this 21st day of
July, 2025.
HEATHER FERBERT, City Attorney



BY: Elizabeth Cason (Jul 21, 2025 08:45 PDT)

Deputy City Attorney

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. Pre-proposal conference information is noted on the eBidding System.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C - Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of

the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in

market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Reserved

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	20
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary	
3. Technical Aspects meet the requirements of Exhibit B	
4. The Proposal's acceptance of the Exhibit B Scope of work and City's General Contract Terms and Provisions.	
B. Staffing Plan.	20
1. Qualifications of personnel adequate for requirement	
2. Availability/Geographical location of personnel for required tasks	
3. Clearly defined Roles/Responsibilities of personnel	
C. Firm's Capability to provide the services and expertise and Past Performance.	35
1. Relevant experience of the Firm and subcontractors	
2. Previous relationship of firm and subcontractors on similar projects	
3. Specific experience on large diameter pipeline cleaning	
4. Other pertinent experience	
5. Location in the general geographical area of the project and knowledge of the locality of the Project	
6. Past/Prior Performance	
7. Capacity/Capability to meet The City of San Diego needs in a timely manner	
8. Reference checks	
D. Price.	25
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an

accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Bond. A bond as described in Exhibit B.

5. Reserved.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B SCOPE OF WORK

A. OVERVIEW

The City of San Diego Public Utilities Department (hereinafter the “City”) manages and operates the wastewater collection and treatment system for the Metropolitan area of southwestern San Diego County. This system collects and treats the wastewater generated by a regional population of 2.3 million, producing approximately 147 million gallons of wastewater per day. This system, referred to as the Metro System, is comprised of 15 cities and districts including the City of San Diego.

The City is soliciting a proposal to conduct cleaning services for approximately 2,000 feet of 84-inch Plastic Lined Reinforced Concrete Pipe (PLRCP) influent line from the upstream Junction Structure 169 to the North City Water Reclamation Plant (NCWRP). The City requests proposals from qualified and capable firms who can demonstrate a high degree of technical and operational proficiency required to clean large diameter wastewater pipe within the City’s collection system. The City will enter into a contract with a selected firm to provide the services requested in this Request for Proposals (RFP). Qualified firms that meet the requirements set forth herein and can provide the services requested are encouraged to participate.

B. MANDATORY PRE-PROPOSAL CONFERENCE

Proposers must attend the pre-proposal conference via Microsoft Teams which will be held via Microsoft Teams on Friday, October 18, 2024, at 11:00 a.m. A site inspection can also be arranged by the City, at the below location:

North City Water Reclamation Plant
4949 Eastgate Mall
San Diego, CA 92121

The Proposers will only have a one-time opportunity to inspect the site (scheduled by the City) to evaluate the site conditions. Multiple site inspections are not allowed since NCWRP is currently undergoing a major expansion as part of the Pure Water program. When scheduled by the City, Proposers are responsible for inspecting the work sites to verify site conditions and size of service areas. Failure to do so shall not relieve Proposers of their responsibility to perform in accordance with these specifications. No additional compensation or relief from any obligations of the Contract shall be granted because of any lack of knowledge of the sites.

By submitting a proposal, Proposers acknowledge that they are relying on their own examination of the work sites, have the capability to fulfill the Contract requirements and are knowledgeable of all other data and matters requisite to the fulfillment of the Contract.

Information provided by the City during either the pre-bid conference or the site inspections are not intended to be a substitute for or a supplement to, the independent verification by the Proposer. Proposers acknowledge that they have not solely relied upon City furnished information regarding site conditions in preparing and submitting a proposal.

C. SCOPE OF SERVICES

The subject pipeline is located between a large junction structure, labeled Structure 169, and the NCWRP, Influent Pump Station (IPS) (Figure 1 below). The access to Structure 169 is through the rear parking lot of a commercial multi-story office building complex next to Judicial Drive in the UTC area. It is approximately 50 feet below grade level. The 84-inch diameter pipe that requires cleaning is approximately 2,000 feet long. It conveys wastewater originating from Sewer Pump Station 64 (PS64) to the NCWRP IPS wet well.

The current wastewater configuration is shown on Figure 1. Structure 169 includes an overflow weir, which allows adequate flows to the NCWRP IPS and any excess flow to be diverted to the Rose Canyon Trunk Sewer via a 72-inch pipe. Cleaning of the 84-inch pipe will require flow diversion at the existing southern weir at Structure 169. The flow diversion requires demolishing the reinforced concrete weir at Structure 169 to allow the 72-inch pipe to directly receive flows (17 MGD of average daily flow) from PS64 and installation of a coffer dam at the 84-inch pipe inlet to facilitate entry into the 84-inch pipe. Solids from the 84-inch pipe collected at the IPS wet well will be removed for disposal. After the cleaning operation is complete, the Contractor shall remove the coffer dam and rebuild the concrete weir at the inlet of the 72-inch pipe. The flow can be held by PS64 shutdown for approximately 3 to 4 hours total (One shift) at nighttime to allow the weir demolition or installation of a coffer dam.

Phase 1. Pipe Cleaning

Phase 1 will involve removing approximately 350 cubic yards of settled debris from the 84-inch pipe. The Contractor shall then move the debris to the IPS wet well. The IPS wet well will need to be partitioned to contain the debris within the wet well, preventing the collected debris from entering the pump intake chute at the IPS (Figure 2 below). The removed debris will then be transferred to a decanter tank for proper disposal. It is estimated that it would take approximately 3 weeks to complete Phase 1.

The Contractor shall remove all material from the 84-inch pipe, including but not limited to sludge, rocks, grit, debris, roots, and grease accumulation, and return each pipe segment to a minimum of 95% of its carrying capacity (less than 10 inches of debris in the pipe cross-section). The contractor shall also generate and provide the City with documentation of the amount (depth and volume) and the characteristics of the material removed. The method of measuring debris to determine the quantity for payment shall be recommended by the Contractor and shall be subject to further evaluation and agreed upon by the City and Contractor. Although the initial estimate of settled debris by the City is at 350 cubic yards, the Contractor will be compensated per actual cubic yard of debris removed from the pipeline. The Unit Cost for the pipeline cleaning proposed by the Contractor shall be used for the final quantity of pipeline cleaning, 350 cubic yards plus or minus.

Phase 2. Wet Well Cleaning

After debris has been removed from the 84-inch pipe, the wet well will then be fully cleaned of any remaining debris and/or larger cobbles. A debris extraction pump can be set up in the wet well area, which is directly 70 feet below the access opening in the floor of the wet well building at ground level.

Phases 1 and 2 shall include coordination between the Contractor and Construction Manager for the partial shutdown of NCWRP operation. All removed debris must be properly disposed of.

Figure 1 - Diversion Structure (169), 84-Inch Pipe, And NCWRP IPS

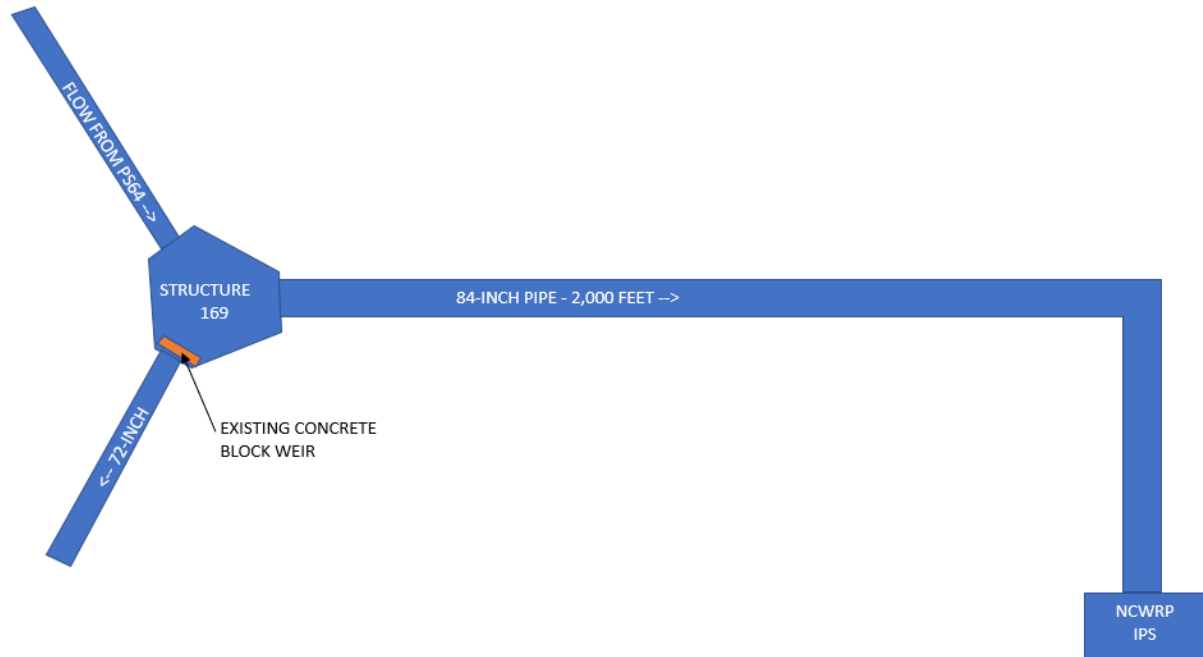
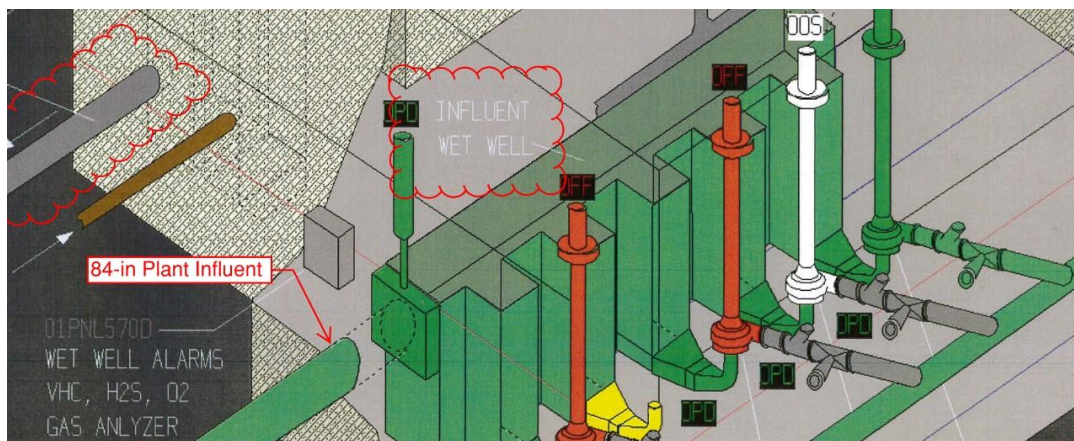


Figure 2 – NCWRP Influent Pump Station



Additional information provided in Exhibit E includes the following: Rose Canyon Junction Structure 169 and 84-inch Sewer Line; As-built drawings on Junction Structure 169, pipe connections east and west end of tunnel, and stop log details. It shall be noted that the original stop logs were replaced by the concrete block weir in 2008, which is also provided in Exhibit E. The subject concrete weir shall be removed and replaced in-kind by the Contractor as outlined in Section C, Scope of Services.

Closed-Circuit Television (CCTV)

After the completion of pipeline cleaning, the Contractor shall submit a CCTV of the entire 2,000 feet of the 84-inch pipe. CCTV inspection work must be completed by a certified operator(s). The intent of the CCTV is not only to record the completed pipeline cleaning, but also to inspect and document the defects that may have occurred within the 84-inch pipeline. The documented defects will enable the City to scope for the future repairs and/or rehabilitation of the pipe.

Contractor shall make a video recording of the television inspection and supply one copy to the City. All data and video recording will become the sole property of the City without restrictions of future use, duplication, modification, and dissemination. Contractor shall have no vested rights to the completed work and may not sell or reuse it without the City's written permission. The project data furnished to the Contractor for use in rendering project services shall remain the property of the City. Contractor may not sell or reuse data without written permission of the City.

Contractor shall provide equipment capable of utilizing the electronic data collection. The camera shall be operative in 100% humidity and specifically designed for 84-inch diameter pipeline. The camera shall produce a continuously monitored picture with the resolution capability to discern small cracks and other minor/major defects in the 84-inch pipe. It should be equipped with low intensity lights around the camera to obtain maximum peripheral vision and prevent fogging within the segment being inspected. The camera shall have the ability to video record the full circumference of the pipe and pan, zoom, and tilt to record defects using computer software or have the capability to remotely control real-time the camera head to pan and rotate with remote adjustable optical focus and automatic light compensating iris. National Television Standards Committee (NTSC) color standard shall be used. Focal distance shall be adjustable through a range from 6-inches to infinity. Continuously displayed on the monitors shall be the date of the inspection, number designation of the upstream and downstream manholes corresponding to the line reach being inspected and a continuous forward and reverse readout of the camera distance from the manhole of reference. The camera, television monitor, and other components of the video system shall be capable of producing an inspection video capable of displaying a clear and non-pixelated image to discern small cracks and pipe defects. The TV transmission and tow cable assembly must have the capability to reach CCTV lengths of no less than 2,000 feet in one direction.

The remote footage counter shall be accurate to 1% over the length of the section being inspected.

The picture of the television inspection should be clear and free of any obstruction within the full viewing window for the City to assess the condition of each pipe segment. The recording and documentation of the CCTV inspection should be correct and complete.

Should at any time the City is not satisfied with the quality of the CCTV inspection, the City may request Contractor to reinspect the pipe and resubmit the records at no extra cost to the City. Contractor's substandard work may result in the City terminating the contract.

Safety

The Contractor shall comply with the requirements of Cal OSHA, and the City of San Diego PUD Safety requirements. The Contractor shall identify a safety representative, who is located in San Diego, to ensure compliance with safe working procedures. These duties shall include but not be limited to site inspections, incident investigation, employee training, confined space entry, preparation and updating site specific safety and health plans, preparation of Job Safety Analysis (JSA), enforcement of safety requirements, and reports as required by Cal OSHA and the City.

D. QUALIFICATIONS, EXPERIENCE AND SUBMITTALS

Acceptable Contractors shall demonstrate the following qualifications and experience:

1. Minimum five (5) years of direct experience maintaining and monitoring sanitary sewer cleaning equipment with Contractor's employees. Experience using contract or third-party employees is not acceptable.
 - a. The Proposer must describe in detail the direct experience maintaining and monitoring sanitary sewer cleaning equipment with Contractor's employees within the last five (5) years.
2. Contractor shall have documented experience for providing and completing large sewer pipeline cleaning services on at least three (3) different municipalities, requiring similar services as required under this contract.
 - a. The Proposer must describe experience in completing similar contracts and services by describing in detail three (3) similar projects completed successfully within the last five (5) years.
 - b. For each completed project, provide the name of the jurisdiction and Project Manager the Contractor team performed work for, address, telephone number, type of work performed, and dollar value of each contract.
3. Contractor shall provide documentation of demonstrated experience in sewer pipeline cleaning.
4. Provide resumes for the proposed client manager and/or project manager, and field manager/engineer and describe in detail each team member's qualifications and experience relevant to the scope of work. In addition, describe their role and involvement in the three projects describe under item 2.a. above.
5. Provide a minimum of three (3) positive references of previous work from three (3) different municipalities. References for previous work shall be for contracts of similar size and include the customer's name, the primary contact name, telephone number, and email address, the dollar value of the contract, and a brief description of the services provided. These references shall demonstrate direct experience of the employees of the Contractor and not that of a contractor or third party. The City of San Diego cannot be used as a reference on a City solicitation.

E. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER. Per Exhibit D (Wage Requirements), Section A.9:

	Registration No.	Expiration Date	Name
DIR Registration No.			

F. LICENSES. To perform the work described in this solicitation, proposers must hold a current General Contractor License (A).

	License Number	Expiration Date	Name
State of California Contractor's License	Class: A No.:		

Any proposer holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the proposer, in writing, of its decision prior to the bid closing. The City's decision is final.

G. PERMITS

To perform the work described in this solicitation, proposers must hold a current permit at the time of submittal prior to working on the pipeline: Industrial Waste Discharge, Business Park where access to junction structure is required, Traffic Control, Landfill Disposal, etc.

The Contractor is responsible for obtaining for all permits as may be required for the performance of the work required in this Contract.

H. PERFORMANCE BOND

Contractor shall be required to furnish the City of San Diego with a surety bond executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, in a sum equal to 100% of the Contract amount, conditional for the performance of the Contract. The performance bond shall be submitted to Purchasing & Contracting within 10 days of the request. Failure to provide the bond within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive. The bond shall be maintained by the Contractor in full force and effect during the entire period of performance under Contract. Failure to do so shall be cause for termination of the Contract. Refer to Article VIII of the City's Contracting Terms and Provisions for additional information.

I. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

J. PRICING SCHEDULE

The estimated quantities provided by the City are not guaranteed. The quantities may vary depending on the demands of the City. Any variation for these estimated quantities shall not entitle the Contractor to an adjustment in the unit prices or to any additional compensation.

Proposers shall complete the Pricing Schedule in its entirety to be considered responsive to this RFP.

Proposers are required to submit their prices on the City's Pricing Schedule. Unit Price shall be based on the Unit of Measure as specified on the Pricing Schedule. Any changes to the Unit of Measure made by the Proposer may be cause for the proposal to be rejected as non-responsive.

Category Descriptions:

LS = Lump Sum

CY= Cubic Yard

EA= Each

AL= Allowance

Section A: Pipeline Cleaning

Item No.	Est. Qty.	Unit of Measure	Description	Unit Price	Extension (Est. Qty x Unit Price)
1.	1	LS	Mobilization & Demobilization	\$_____	\$_____
2.	350	CY	Pipeline Cleaning to Remove Approximately 350 cy of Settled Debris From the 84-Inch Pipe Jetted with High Velocity, High Volume Combination Jetter Truck; Filtering/Screening Debris Before Leaving Wetwell; Wetwell Cleaning; and Grit Chamber Cleaning	\$_____	\$_____
3.	350	CY	Pump Debris into Dewatering Bins, Drained and Tested and Hauled to Landfill; All Labor and Equipment for the Disposal of the Material Shall be Included	\$_____	\$_____
4.	1	LS	Remove Existing Overflow Weir at 72-Inch to Divert Flows into the 72-Inch Rose Canyon Trunk Sewer in	\$_____	\$_____

			Order to Build a Cofferd Dam at 84-Inch Pipeline; Rebuild Weir In-Kind After Cleaning Operations are Completed		
5.	1	LS	Video Recording of Post Pipeline Cleaning Activities	\$_____	\$_____
Item No.	Est. Qty.	Unit of Measure	Description	Unit Price	Extension (Est. Qty x Unit Price)
6.	1	LS	Water Pollution Control Plan (WPCP)/Stormwater Pollution Prevention Plan (SWPPP) Development Plan	\$_____	\$_____
7.	1	LS	WPCP/SWPPP Implementation	\$_____	\$_____
Estimated Total for Section A:					\$_____

Section B: Performance Bond

Item No.	Description of work	QTY	Total Price
1	Performance Bond	1	\$_____

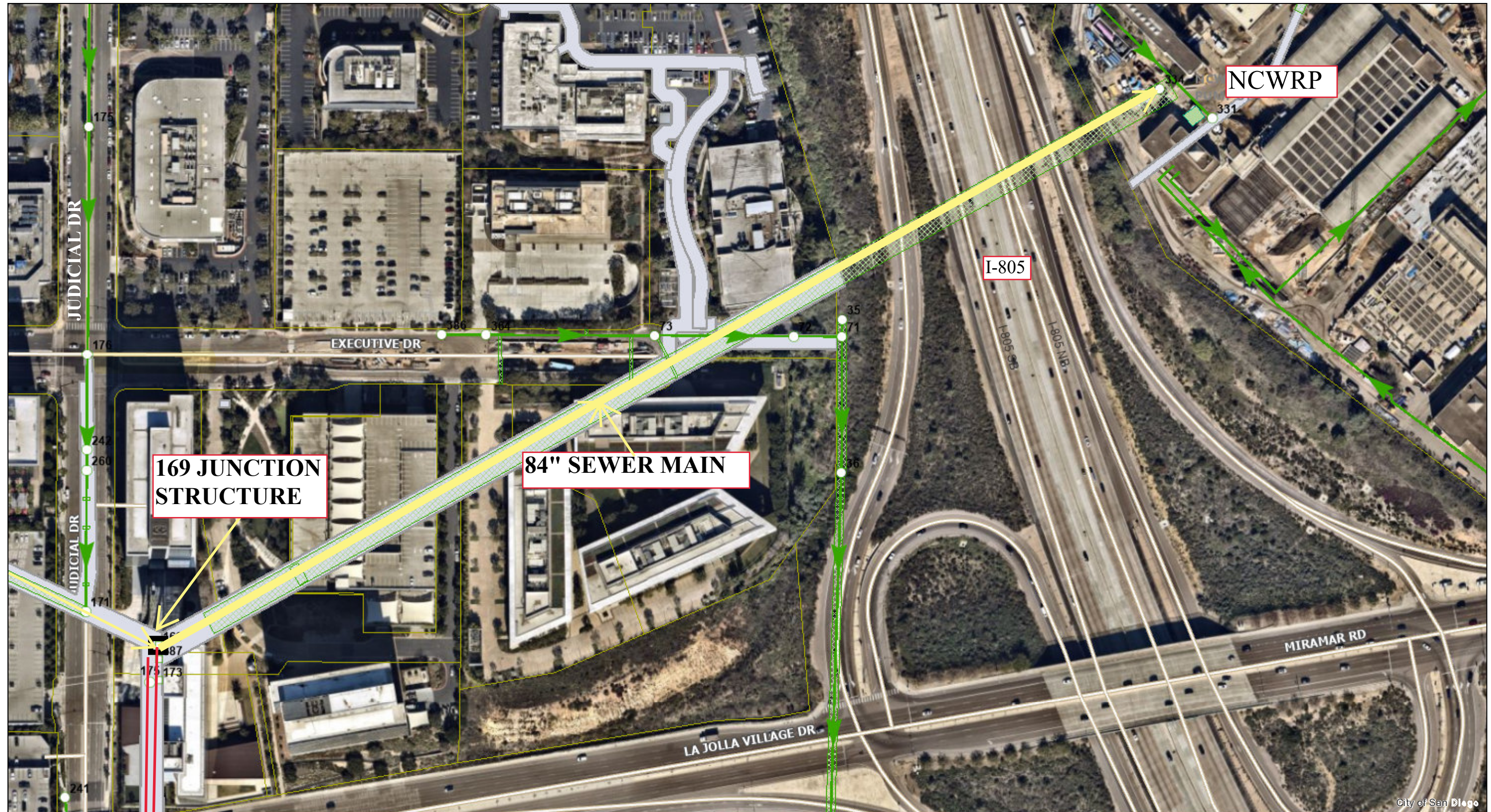
Section C: Miscellaneous

Item No.	Unit of Measure	Description of work	Total Price
1	AL	Additional Services For Unforeseen Condition, To Be Used For Work Related in Section "A"	\$100,000.00

Estimated Total Contract Value: \$_____
(Sections A + Section B + Section C)

Exhibit B - Attachment 1

ROSE CANYON JUNCTION STRUCTURE 169 & 84" SEWER LINE

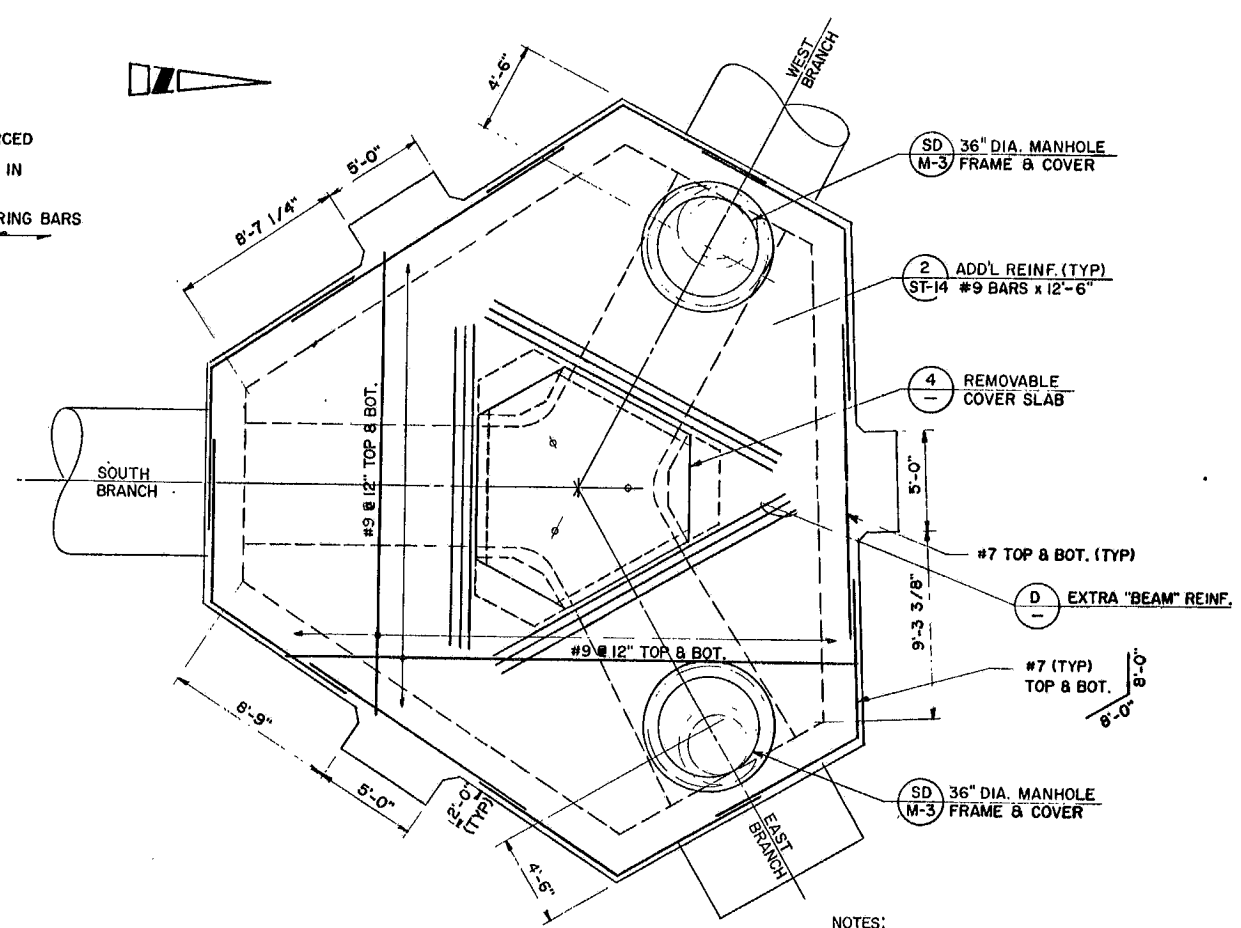
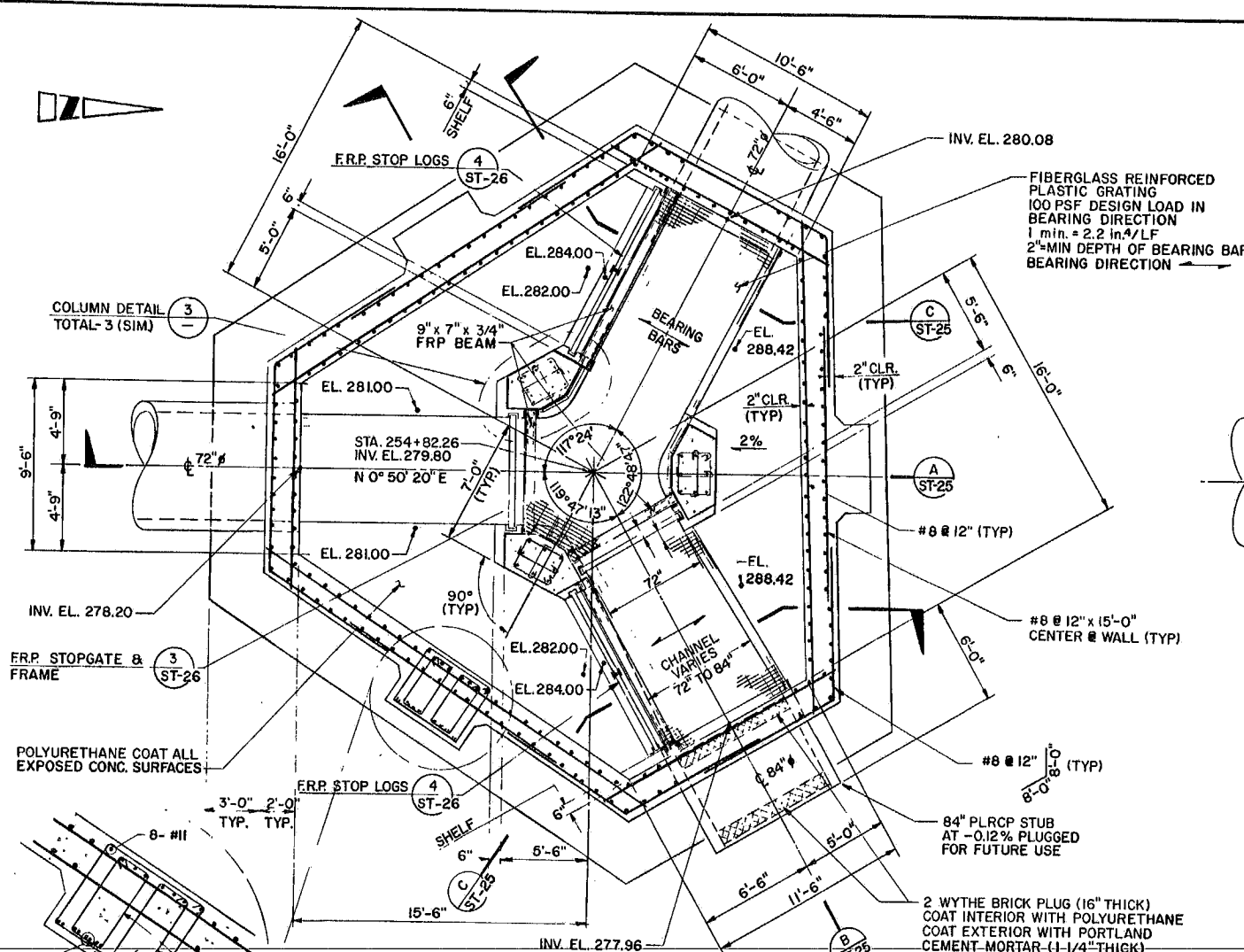


0 200 400 Feet
1:2,400



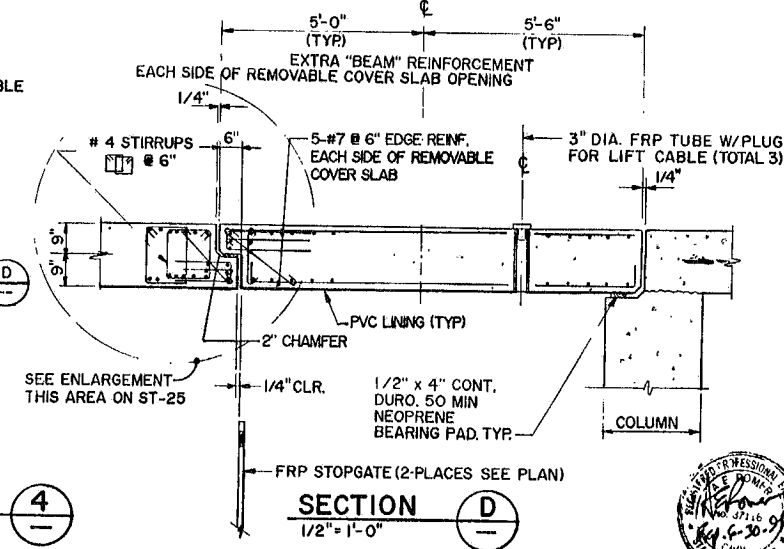
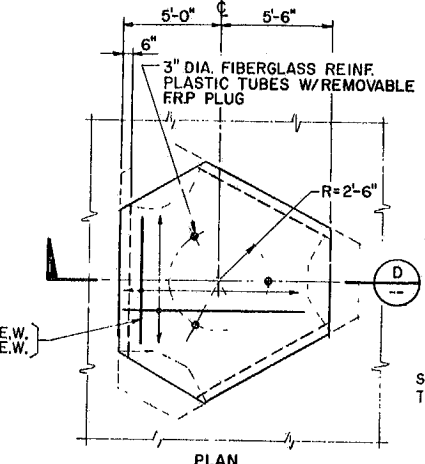
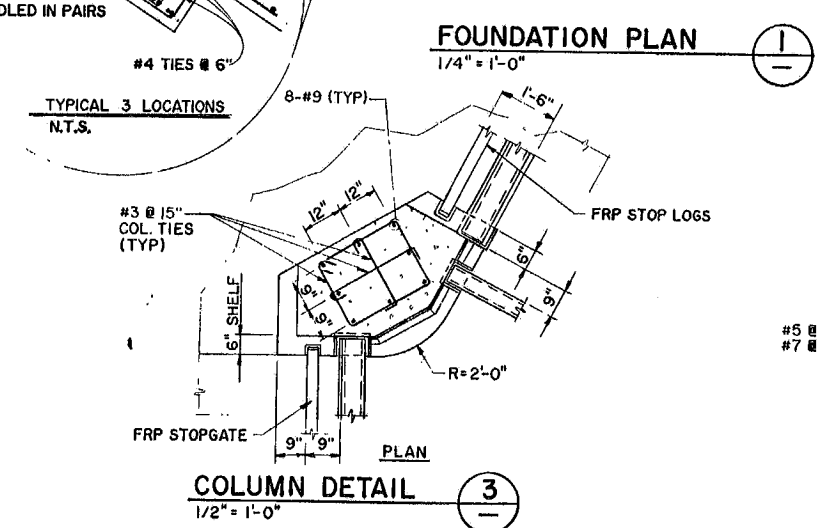
Date Printed: 2/21/2024

THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG.

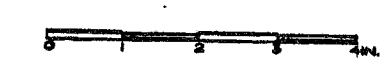


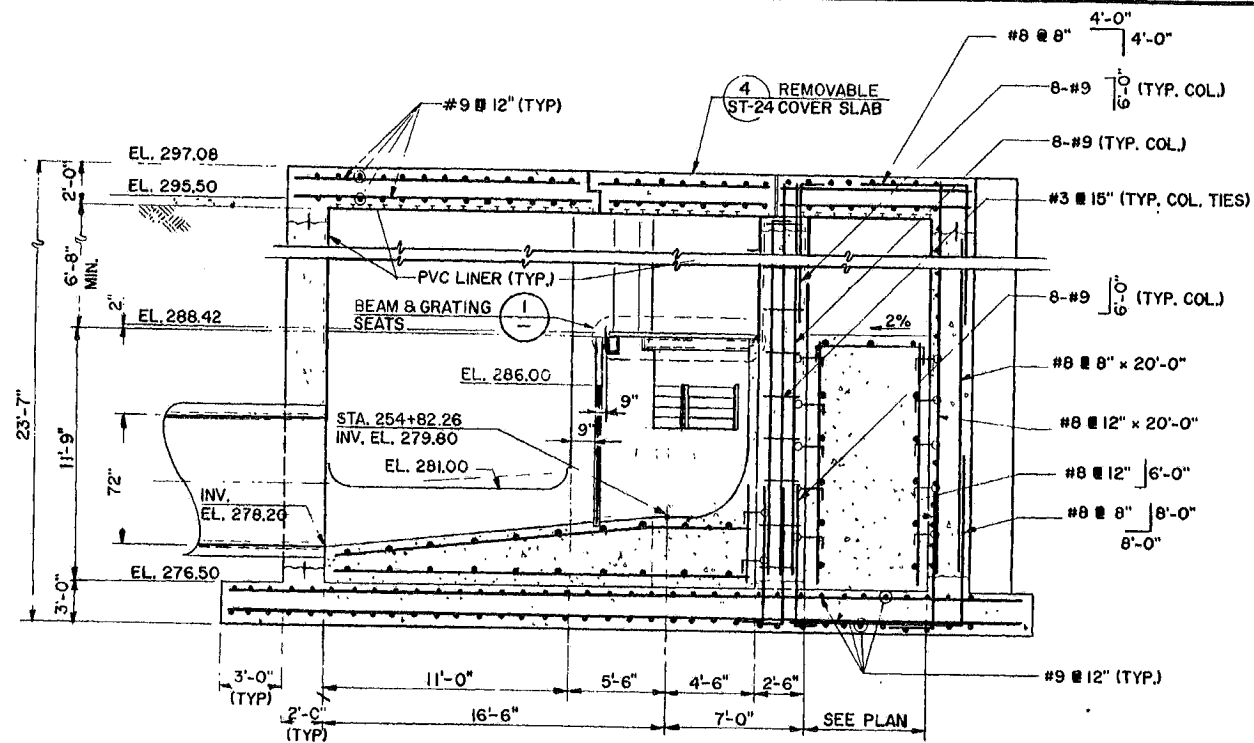
- NOTES:**
- FOR NOTES ON OPERATION OF DIVERSION/OVERFLOW STRUCTURE SEE SHT 16.
 - FOR STRUCTURAL NOTES AND DETAILS, SEE SHEET ST-13, 14 & 15.
 - FOR GENERAL NOTES AND REFERENCES TO STANDARD DRAWINGS AND SPECIFICATIONS, SEE DWGS. 1 & 2.
 - FOR 36\"/>

ST-24

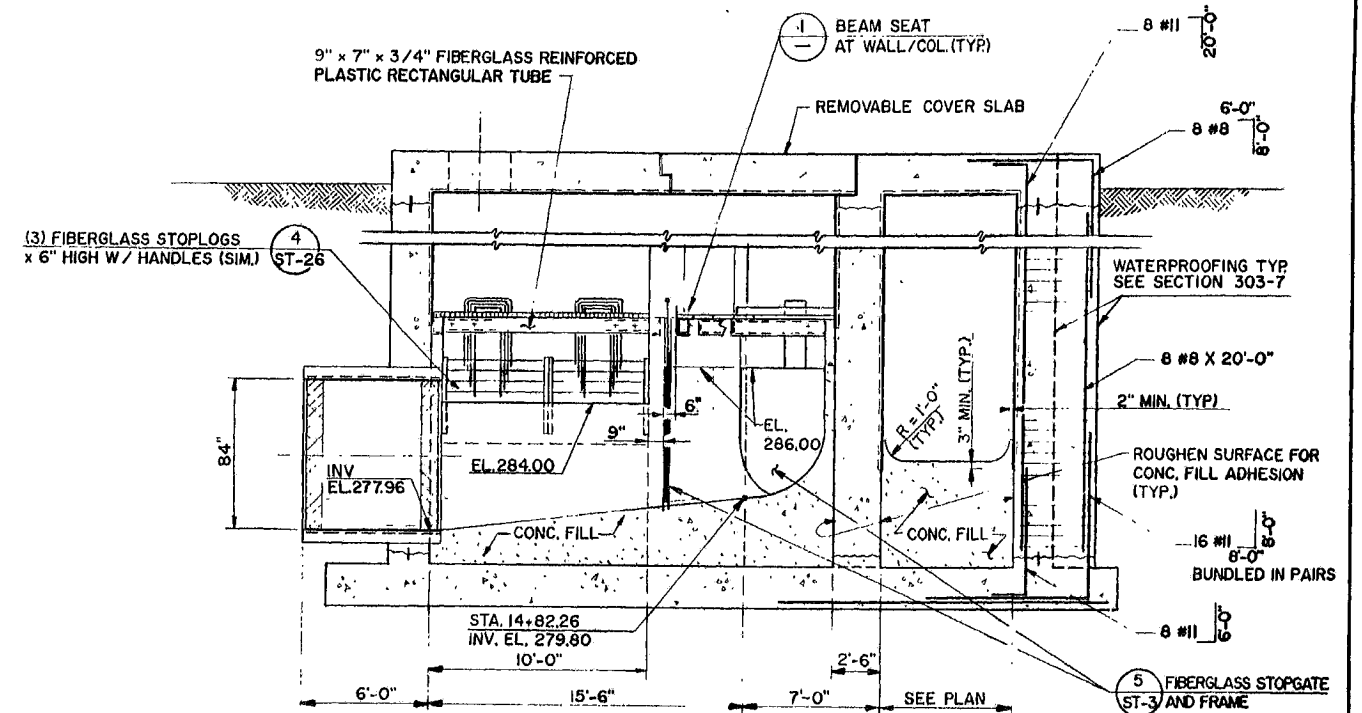


ROSE CANYON TRUNK SEWER			
DIVERSION/OVERFLOW STRUCTURE @ STA. 254+82.26			
CITY OF SAN DIEGO, CALIFORNIA		E.W.D. 171181	
UTILITIES DEPARTMENT		U.W.D.	
SHEET 65 OF 101 SHEETS			
DATE	12/19/12	DATE	12/19/12
DESCRIPTION	BY	APPROVED	FILED
CONSTRUCTION RECORD		CONTROL CERTIFICATION	
CONTRACTOR:	DATE STARTED:	INSPECTOR:	DATE COMPLETED:
CONNECTIONS BY:		LANBERT COORDINATES	
		26734-65-D	

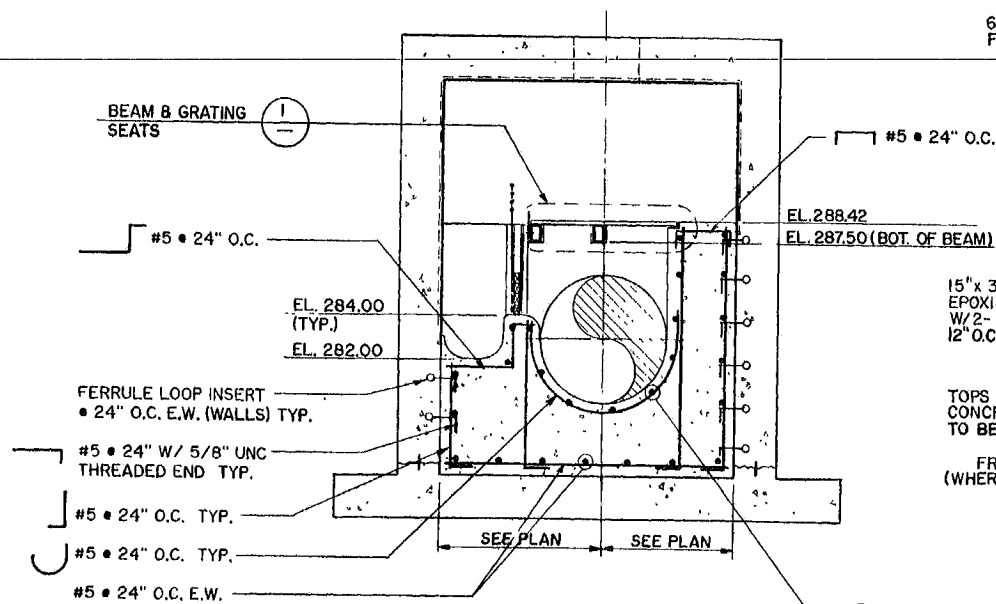




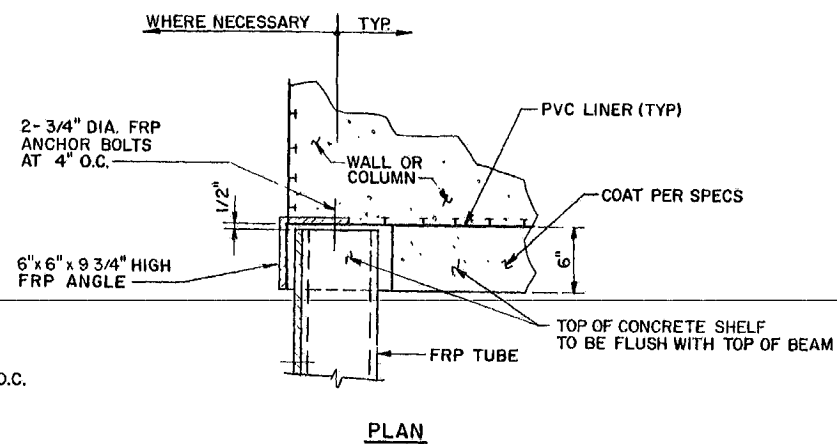
SECTION A
N.T.S.
(WITH STRUCTURE REINFORCEMENT)
ST-24



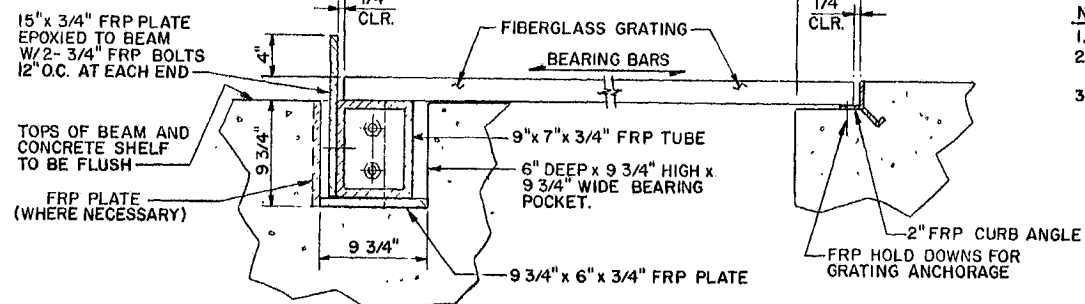
SECTION B
N.T.S.
ENLARGEMENT
DETAIL FROM ST-24
ST-24



SECTION C
N.T.S.
(WITH "FILL" REINFORCEMENT)
ST-24



PLAN

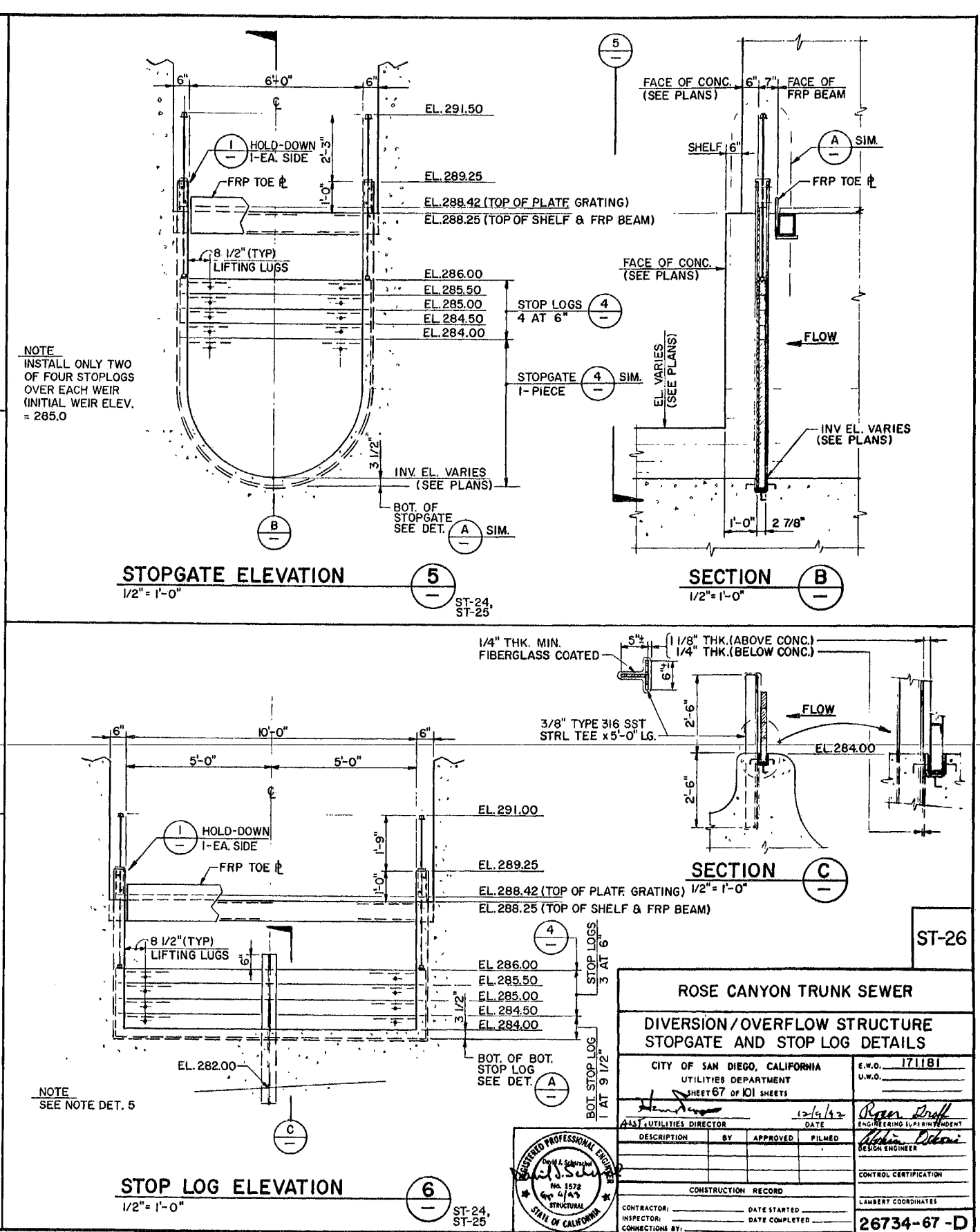
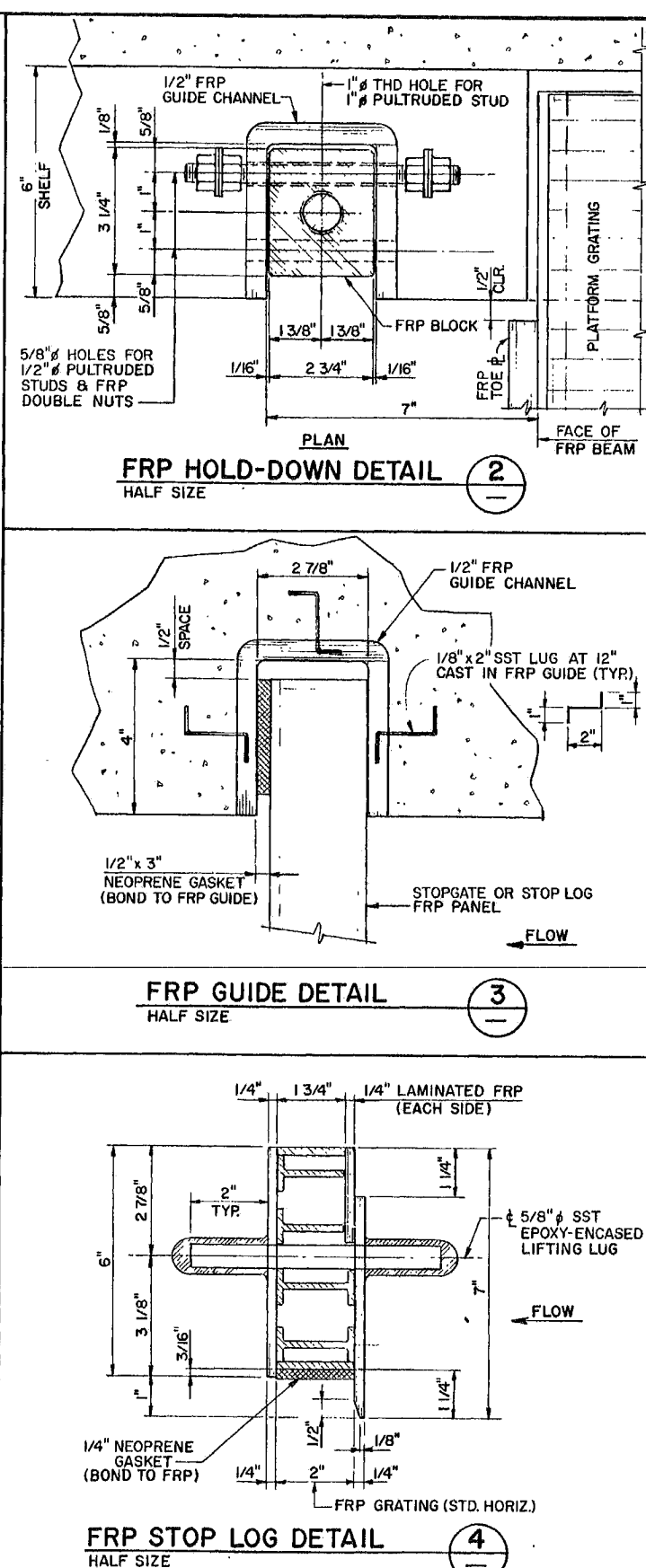


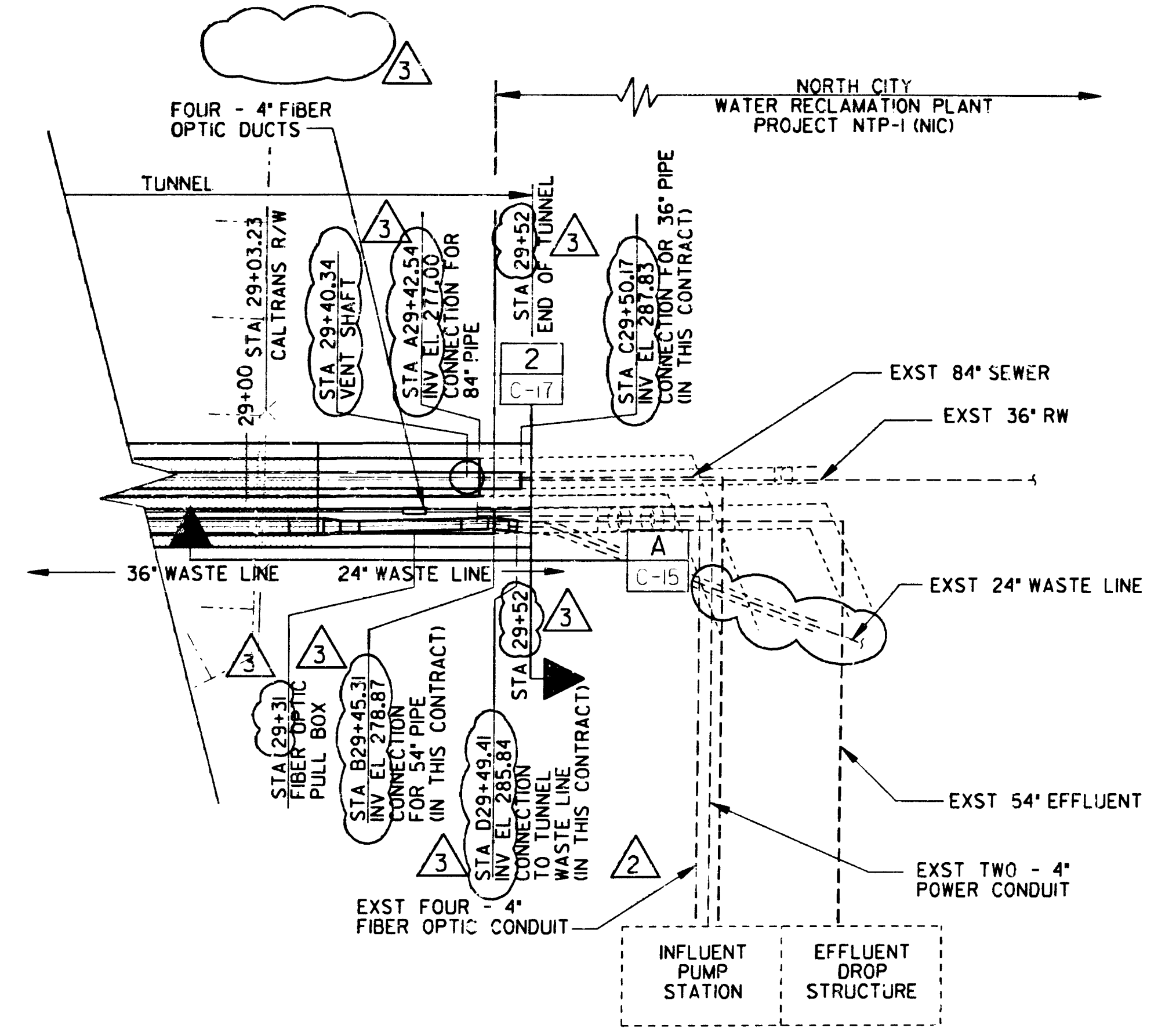
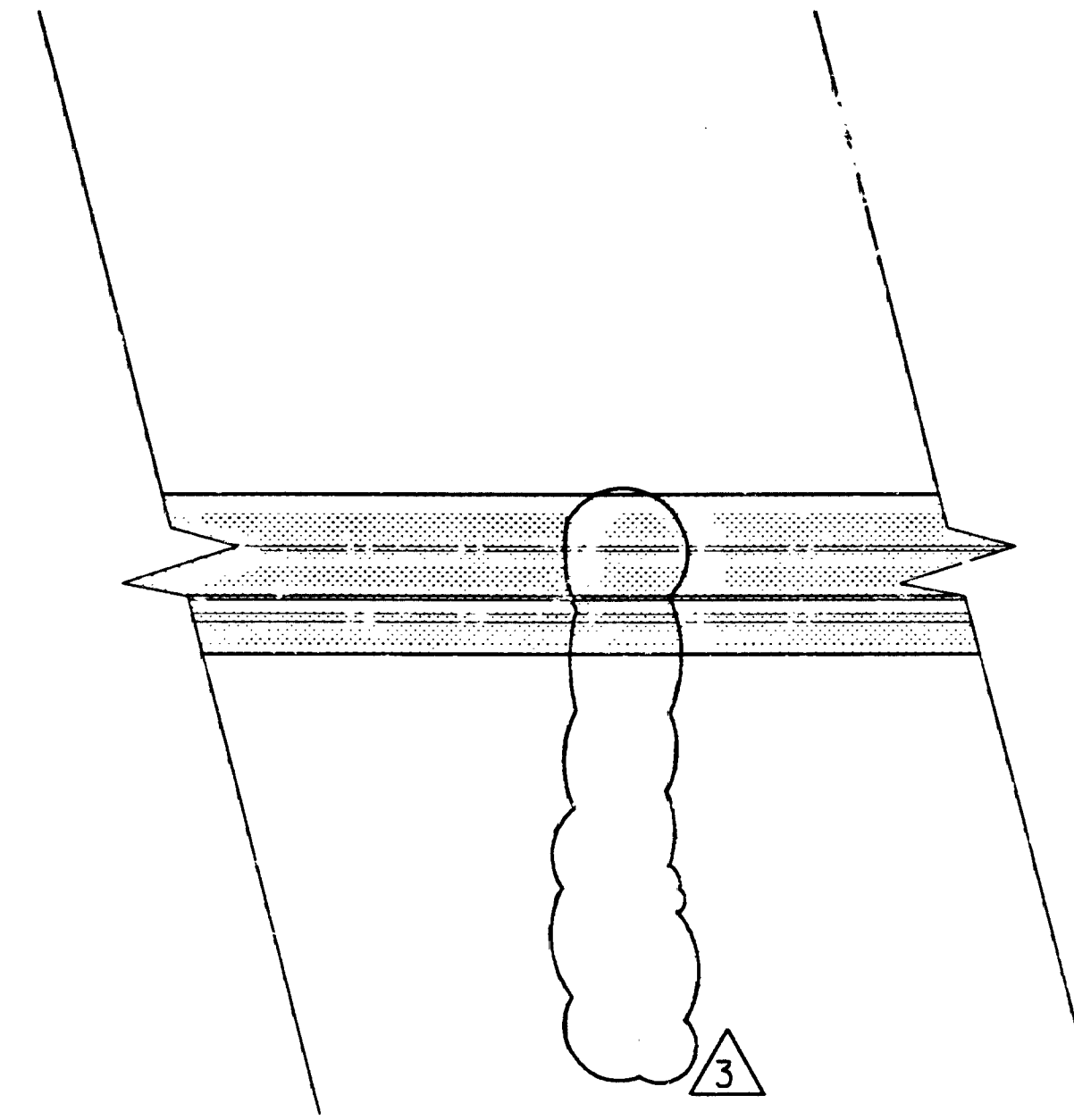
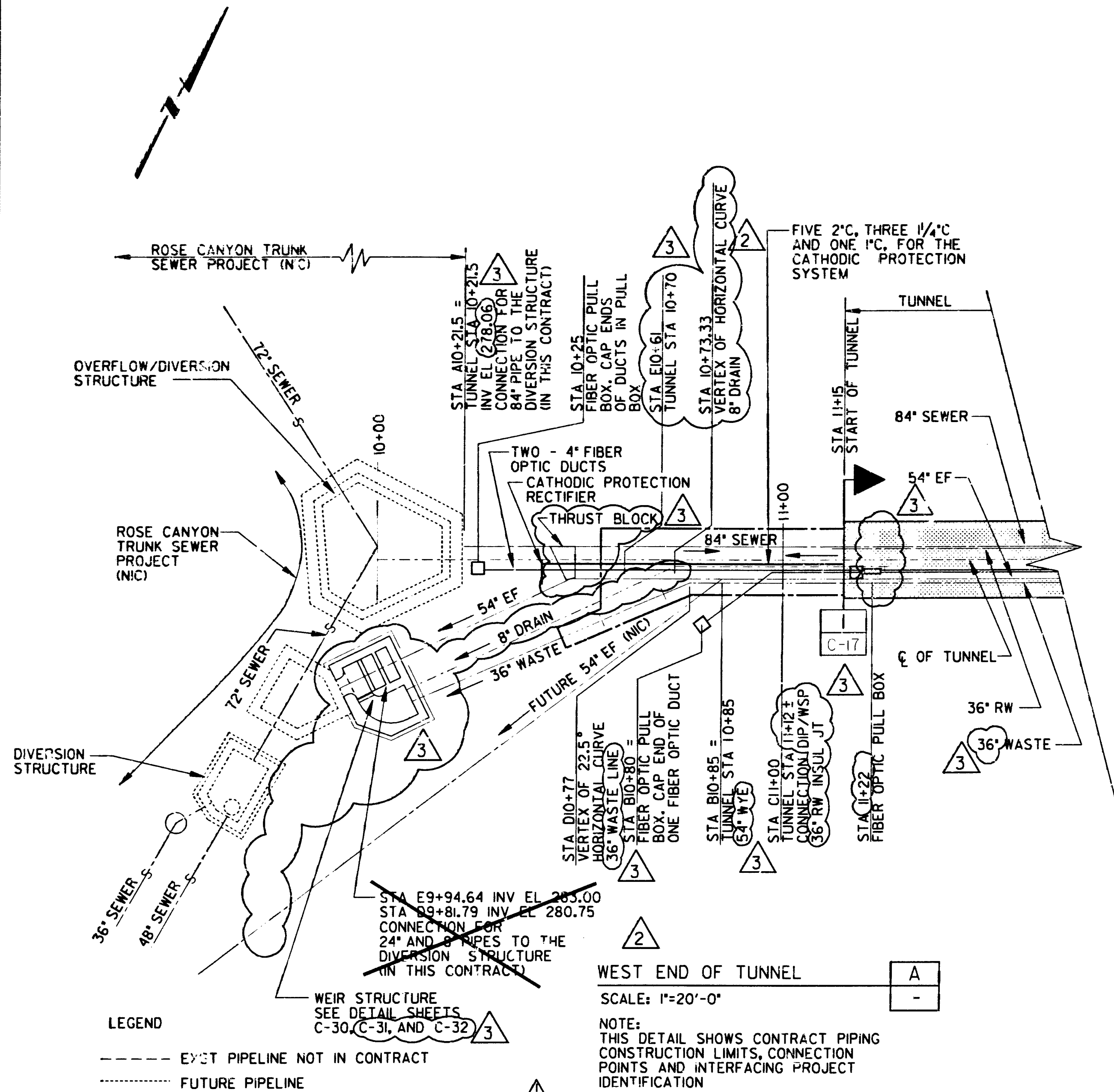
BEAM & GRATING SEATS
N.T.S.
ST-25

- NOTES
1. CUT ALL BEAMS TO FIT.
 2. SEAL ALL CUT SURFACES OR EDGES OF FIBERGLASS REINFORCED PLASTIC SHAPES WITH COMPATIBLE RESIN.
 3. CALCULATED ELEVATIONS ARE BASED ON EXISTING GRADE ELEVATIONS.



ROSE CANYON TRUNK SEWER			
DIVERSION/OVERFLOW STRUCTURE SECTIONS/DETAILS			
CITY OF SAN DIEGO, CALIFORNIA		E.W.D. 171181	
UTILITIES DEPARTMENT		U.W.D.	
SHEET 66 OF 101 SHEETS		DATE 12/19/12	
DESIGNED BY	BY	APPROVED	FILED
12/19/12			
12/19/12			
CONSTRUCTION RECORD		CONTROL CERTIFICATION	
CONTRACTOR: DATE STARTED		LAWBERT COORDINATES	
INSPECTOR: DATE COMPLETED		26734-66-D	
CONNECTIONS BY:			



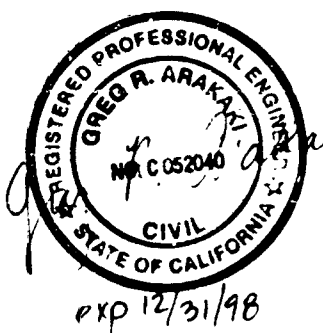


AS BUILT

RECORD DRAWING

THE RECORD DRAWING SHOWS THE FACILITIES AND THEIR CONDITION BASED UPON DATA SUPPLIED BY THE CONTRACTOR AND INSPECTED BY THE CITY AND THE CITY'S RESIDENT ENGINEER. FOR PURPOSES OF FUTURE CONSTRUCTION, LOCATION AND CONDITION OF FACILITIES MUST BE VERIFIED IN THE FIELD.

DRAWING NO. G-4	NORTH CITY TUNNEL CONNECTOR PROJECT NS-1/NRP-4B	
SHEET NO.	PIPE CONNECTIONS EAST AND WEST ENDS OF TUNNEL	
CIP NO. 42-910.8	CITY OF SAN DIEGO, CALIFORNIA	
SPECIFICATION NO. 93002	SHEET 6 OF 46 SHEETS	
SIGNATURE NOT REQUIRED		DATE June 17, 1997
CITY DIRECTOR		DESIGN ENGINEER
DATE		CONTROL CERTIFICATION
AS BUILT ME ARR 7/1/97		1,900-6,268
CONTRACTOR J.P. 3 H&C DATE STARTED MAR 14, 1995		NAD 83 COORDINATES
INSPECTOR D.B. TAYLOR DATE COMPLETED MAR 28, 1997		26843-6 -D



WARNING

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

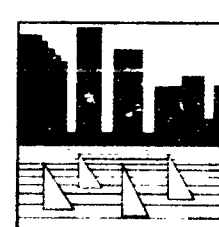
M&E Metcalf & Eddy

IN ASSOCIATION WITH:
AKM CONSULTING ENGINEERS

SCALE

HORIZONTAL 1"=20'-0"

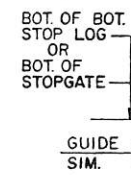
VERTICAL NONE



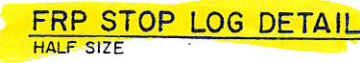
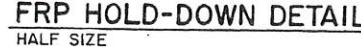
CLEAN WATER PROGRAM
for Greater San Diego



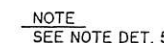
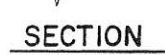
DRAWING STATUS									
NO.	DATE	REVISION DESCRIPTION	DRAWN	CKD	APD	PE	EM	QA/QC	
1	7/94	TUNNEL CONNECTION CHANGES	M&E	GRA	TSW				
2	4/95	WASTE PIPE DIAMETER CHANGE	GPB	SN	TSW				
3	4/97	RECORD DRAWINGS	NLM	GRA	GBO				



SECTION
3" = 1'-0"



NOTE
INSTALL ONLY TWO
OF FOUR STOPLOGS
OVER EACH WEIR
(INITIAL WEIR ELEV.
= 285.0



STOP LOG ELEVATION

<h2 style="margin: 0;">ROSE CANYON TRUNK SEWER</h2>			
<h3 style="margin: 0;">DIVERSION/OVERFLOW STRUCTURE STOPGATE AND STOP LOG DETAILS</h3>			
CITY OF SAN DIEGO, CALIFORNIA UTILITIES DEPARTMENT SHEET 67 OF 101 SHEETS			E.W.D. <u>171181</u> U.W.D. _____
ASST. UTILITIES DIRECTOR _____			DATE <u>12/9/92</u> <i>Roger Druff</i> ENGINEERING SUPERINTENDENT <i>John Peterson</i> DESIGN ENGINEER
DESCRIPTION	BY	APPROVED	FILMED
CONSTRUCTION RECORD			
CONTRACTOR:	DATE STARTED		
INSPECTOR:	DATE COMPLETED		
COMPLETION BY:			
			CONTROL CERTIFICATION LAMBERT COORDINATES <h2 style="margin: 0;">26734-67 - D</h2>



EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

EXHIBIT D

WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date

of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

2. Penalties for Violations. Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

3. Payroll Records. Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. Apprentices. Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

9.1. A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

9.2. A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

9.3. By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

10. Stop Order. For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

11. List of all Subcontractors. The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers,

utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

12.1. Registration. The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

12.3. List of all Subcontractors. The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

B. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

1. Payment of Living Wages. Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

1.1 Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

1.2 LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

2. Compensated Leave. Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80)

hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

3. Uncompensated Leave. Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

4. Enforcement and Remedies. City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.

5. Payroll Records. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

5.1 For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

6. Certification of Compliance. San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

7. Annual Compliance Report. Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

8. Exemption from Living Wage Ordinance. Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

C. Highest Wage Rate Applies. Bidder is required to pay the highest applicable wage rate where more than one wage rate applies.

EXHIBIT E

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

_____, a corporation, as principal, and
_____, 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
_____ for the faithful performance of the
annexed contract, _____, and in the sum of _____ (\$_____) for the benefit of laborers and
materialmen designated below, effective for one (1) year, commencing on
_____ through _____. Bond shall be
renewed on an annual basis for the life of the contract unless otherwise instructed.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of 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 Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 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.

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

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Heather Ferbert, City Attorney

By_____

By_____

Print Name: _____
Mayor or designee

Print Name: _____
Deputy City Attorney

Date: _____

Date: _____

CONTRACTOR:

SURETY:

By: _____

By: _____
Attorney-In-Fact

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Local Address of Surety

Local Phone Number of Surety

Premium

Bond Number



REQUEST FOR PROPOSAL

NORTH CITY WATER RECLAMATION PLANT (NCWRP) 84-INCH PIPELINE CLEANING

Proposal Provided To:



December 18, 2024



The data contained in this proposal has been submitted in confidence and may contain trade secrets and/or privileged or confidential information. Such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the requester shall have the right to use or disclose the data therein only to the extent provided in the contract. Proposal valid for 30 days from the above date unless otherwise stated in the cover letter.



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COVER LETTER

December 18, 2024

City of San Diego

Submitted via PlanetBids only

**RE: RFP 1009018-25-H - NORTH CITY WATER RECLAMATION PLANT (NCWRP) 84-INCH
PIPELINE CLEANING**

Dear Proposal Evaluators:

We have served the City's environmental solutions needs since 2018 and are grateful for your trust in us. Since 2000, we have completed over 90 projects for you, including sludge line and storm drain jetting services at the NCWRP. In the past five years, you have awarded us the following contracts in a competitive bidding process:

City of San Diego

- Emergency Wastewater Pumping Services (2019-2024); proposal submitted for a new contract in a competitive bidding process is currently being evaluated.
- Removal & Transport of Grit, Scum/Sludge, and Stormwater (2022-Ongoing).

We have also been awarded multiple contracts with the Port of San Diego and County of San Diego, also in a competitive bidding process:

Port of San Diego

- On-Call Marine Debris Removal Services (2022-Ongoing).
- On-Call Hazardous Waste Management & Emergency Response Services (2023-Ongoing).

County of San Diego

- Laboratory Hazardous Waste Removal & Disposal Services (2021-2024; 2024-Ongoing).

Contracting Entity

If we are awarded this contract, **NRC Environmental Services Inc. ("NRCES")** will be the contracting entity. NRCES is the environmental solutions field services division of Republic Services, a national leader in waste management and environmental solutions.

Strong Local Area Team

Project Manager and Primary Point of Contact

Lance Klein, CHMM, (former US Navy diver), Sr. Project Manager, San Diego, CA
30 years of experience
c: (858) 602-9104 or lklein@republicservices.com



Additional Contacts

Victor Murillo, Operations Manager, San Diego, CA

25 years of experience

c: (619) 952-3628 or vmurillo@republicservices.com

Daniel Osegueda, Territory Sales Executive, San Diego, CA

12 years of experience

c: (619) 887-1657 or dosegueda@republicservices.com

Acceptance of Sample Agreement

If we are awarded this contract:

- We expect to agree to all final terms and conditions quickly and efficiently. We have no exception requests. However, we do recommend adding the hazardous waste language provided in Appendix A (for the benefit of both parties).
- We will provide insurance documents and a Performance Bond in a timely manner.

Commitments to the City

We have read the RFP carefully, particularly Exhibit B. Scope of Work and Addenda A-E, and have significantly enhanced our understanding of the project by attending the mandatory pre-proposal site walk. We meet all of the RFP requirements and understand your expectations.

Under Lance's leadership, NRCES will:

- Carefully plan and safely perform the pipeline cleaning to a high standard of quality.
- Comply with all applicable regulations and contract terms and conditions.
- Manage costs carefully, paying special attention to completing invoices correctly.
- Strive to provide excellent value for every dollar spent on the contract.

Area Vice President Gary Burns is authorized to sign this proposal and any contract resulting therefrom. If you have any questions about this proposal or executing a contract, please contact Daniel Osegueda. If he is not immediately available, you are welcome to contact Lance or Victor.

We are confident that we will meet your expectations and ask for the responsibility of providing you with this important pipeline cleaning service.

Respectfully,

A handwritten signature in blue ink that reads "Gary Burns".

Gary Burns

Area Vice President – Pacific

cell: (760) 500-1775 | gburns@republicservices.com

A. SUBMISSION OF INFORMATION AND FORMS

Information and Forms

All required forms are provided in **Appendix A**:

- 2.1 - Addendum E Contract Signature Page
- 2.2 – Exceptions Requested by Proposer
- 2.3 – Contractor Standards Pledge of Compliance Form
- 2.4 – Equal Opportunity Contracting Forms
- 2.5 – Living Wage Ordinance Certificate of Compliance

Copies of the licenses and certificates required in Exhibit B are provided in **Appendix B**.

Additional Information as Required in Exhibit B is provided below.

Additional Information as Required in Exhibit B

We have carefully read the Scope of Work and gained further understanding on how to approach and perform the pipeline cleaning services by attending the mandatory pre-proposal conference and site walk.

Consequently, we now have a solid understanding of the nature and scale of the project, and how to price our proposal accurately. Furthermore, we are confident that we can complete the pipeline cleaning to a high standard of quality in a safe manner, while complying with all contractual and regulatory requirements from initial site safety and work planning through project performance to project close-out.

Qualifications, Experience, and Submittals

Maintaining and Monitoring Sanitary Sewer Cleaning Equipment in the Last 5 Years

A list of the vehicles and equipment available for use on sanitary sewer cleaning projects is provided in **Appendix C**.

Maintenance and monitoring of Republic Services' fleet and heavy equipment is governed by our:

- Fleet Maintenance Standards Guide (2020)
- Heavy Equipment Maintenance Standards Guide (2020)

Area Fleet & Equipment Managers (AFEMs) are responsible for ensuring all maintenance and facility management personnel in their respective areas comply with both guides.

An overview of each guide is provided below, including monitoring frequencies.

Fleet Maintenance Standards Guide

This 78-page guide identifies the approved standards for Fleet Maintenance practices throughout Republic Services so every division will follow the same critical standards for maintaining our fleet of vehicles and equipment companywide.

The guide is organized into five sections:

- Administrative
- Vehicle
- Compliance
- Forms
- Reference Materials

Rather than reproducing the entire guide, we have provided an overview of the Administrative section only, as a way for the City to get a sense of how thorough the guide is, followed by the Contents page. The Administrative section is typical of each section in each guide. If we are awarded the proposed contract, a copy of the complete guide can be provided, upon request.

Administrative

- Six Pillars:
 - ✓ Preventative Maintenance
 - ✓ Planning & Scheduling
 - ✓ Workplace Organization
 - ✓ Repair Quality & Training
 - ✓ Driver practices
 - ✓ Parts Management
- Performance Metrics
 - ✓ Maintenance performance is measured by a 5-Star Rating System with the key performance indicators: PM compliance, road calls, work pending, and door traffic.
 - Preventive Maintenance (PM) Compliance – The % of schedule-compliant PM inspections performed on each unit within the fleet.
 - Work Pending (WP) – Count number determined by the number of work pending items with low and high priority designations that have not been repaired within the 15 calendar day repair window. The goal is to repair all identified defects within a standard 15 calendar day repair window.
 - Road Calls (RC) – The % of routes ran without a road call occurrence. Road calls include all breakdowns or failures once the vehicle has left the facility to go on

- route including total breakdowns, tows and return trips to the shop for repairs (door traffic on route).
- Door Traffic (DT) – The % of routes ran without a door traffic occurrence. Door traffic includes all breakdowns or failures before the vehicle has left the facility to go on route.
- ✓ Fleet managers and supervisors are trained on this 5 Star Rating Program, which includes use of a Qlik dashboard.
- ✓ All facilities are required to maintain a 4 or 5 star rating, **monitored on a quarterly basis.**
- Financial Management
 - ✓ Fleet Maintenance Managers are required to complete a **minimum of 1 forecast per week** to manage their expenses within budget.
 - ✓ All fleet purchase requisitions (PR) higher than \$5,000 must include dealer repair estimates or justifications from the fleet maintenance managers for the AFEMs' review and approval.
 - ✓ Parts Inventory is controlled accruing to the accounting policy.
 - ✓ Dossier and Lawson is reconciled to no more than 5% variance at **each month end close.**
- Warranty Recovery
 - ✓ The Fleet Maintenance Managers are responsible for warranty management.
 - ✓ All claims and reimbursements are tracked and logged in Dossier according to the Warranty in Dossier Job Aid.
 - ✓ Warranty performance report is reported and viewed on the Qlik warranty dashboard which is **updated daily.**
 - ✓ The Fleet Maintenance Managers review the Qlik warranty report to take necessary actions to improve underperforming aspects of the warranty management.
 - ✓ Factory campaigns and certain factory upgrades are treated as warranty recovery. The value of this work should be logged as warranty recovery in Dossier as the work is completed either in-house or by the local dealerships.
 - ✓ All extended warranty purchases will be handled by Procurement and Fleet & Asset Management.



- ✓ Goodwill: Republic Services will pursue policy (goodwill) consideration when component is outside normal warranty term.
- Purchasing & Inventory Control
 - ✓ Parts must be electronically monitored through Dossier.
 - ✓ All sites must also comply with the Republic Accounting Policy on purchasing and inventory.
 - ✓ When purchasing new equipment and parts, Fleet Maintenance Managers are required to use the National Vendor Program.
 - ✓ Min/max inventory levels for all regularly stocked parts must be established and tracked in Dossier to ensure timely service while keeping inventories to a minimum.
- Vehicle History Files
 - ✓ Vehicle history files must be organized and sequenced in color coded folders as described below:
 - ✓ Blue – Complete Dossier Unit Control Form (to comply with Federal DOT regulations), Registration, In Service Inspection Sheet, Annual DOT Inspection, State-Specific Inspections.
 - ✓ Yellow – Repair Orders.
 - ✓ Red – Preventive Maintenance Sheets/Oil Sample Report.
 - ✓ Purple – Outside Repair Invoices/Warranty Work.
- Research & Development
 - ✓ New Product Testing: Division General Managers and Fleet Maintenance Managers who want to test new products or additives must have approval from the Area Fleet and Equipment Manager and approval by the Sr. Manager Fleet Maintenance.
 - ✓ Truck and Equipment Demos: All requests for truck or equipment demos must be approved in advance by the VP Fleet & Asset Management.
 - ✓ Modifications: Modifications to equipment that do not meet original manufacturer's specifications require review by the Area Fleet and Equipment Manager and approval by the Sr. Manager Fleet Maintenance.
- Fuel Quality Testing
 - ✓ Equipment Requirements: All Republic Services sites that store and dispense diesel fuel are required to purchase & maintain a Bacon Bomb bottom sampling device.

- ✓ Maintenance managers or a qualified designee, will be required to perform bottom sampling of all diesel fuel storage tanks **quarterly**.
- ✓ Samples, indicating date and tank information, will be sent to an Area approved lab for analysis. Results will be stored electronically for future reference.
- ✓ A **quarterly** fuel/tank pump PM, to include equipment inspection, filter changes, catch pan cleaning, and Bacon Bomb sample, will be created and tracked through Dossier.

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Heavy Equipment Maintenance Standards Guide (2020)

This 103-page guide contains company-approved standards for keeping sites and equipment running at capacity, while keeping customers and equipment operators safe.

Rather than reproducing the entire guide, we have provided the Contents page. If we are awarded the proposed contract, a copy of the complete guide can be provided, upon request.

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Large Sewer Pipeline Cleaning Services Experience

As required, we have selected three large pipeline cleaning projects to serve as references. Please see **Appendix A** – City Forms and the three Case Studies provided in **Appendix D**. Each Case Study includes all required information, including customer contact details. We are proud of the quality of our work, professionalism of our project team members, and overall customer service on each project, and encourage the City to seek reference information, as desired.

Sewer Pipeline Cleaning Experience

We have been performing tank and pipeline cleaning as a core service for over **40 years**.

Since January 2000, our San Diego and Long Beach facilities have completed more than 1,200 cleaning projects, including numerous pipeline cleaning projects (large and small). Some of the customers we have performed large pipeline, underground, and confined space entry pipeline cleaning projects for in recent years are noted below:

- Allied Waste Services
- Americas Styrenics
- BNSF Railway Co.
- CH2M Hill (Jacobs Engineering)
- Church & Dwight Co.
- City of Escondido
- Geosyntec Consultants, Inc. (City of National City)
- City of San Diego
- County of Riverside
- County of San Diego
- Long Beach Unified School District
- Port of Long Beach
- Port of Los Angeles
- Unified Port of San Diego
- Seaworld Parks & Entertainment
- Sherwin Williams
- Solvay
- Univar
- Veolia
- Vopak
- Woodard & Curran

Resumes

Resumes for the key personnel that will manage and perform the required services are provided in **Appendix E** (Klein, Cabrerra, Arguelles, Ruiz).

Key Personnel Roles on the Case Studies/References Included in Appendices A & D

The roles our key personnel fulfilled on the three Case Studies/References provided in Appendices A & D is described below in Table 1.

Table 1. Key Personnel Roles on Case Studies

Unified Port of San Diego	
Name	Role
Lance Klein, Project Manager	Challenging logistics management under tight deadlines and access restrictions; communication with Port operations and environmental divisions; crew support; schedule and budget oversight; reporting and compliance; waste management; customer satisfaction.
David Arguilez – Lead HAZWOPER & CSE Technician	Supervisor – Day-to-day project operations, schedule adherence, work crew communication and support.
Raul Ruiz – Lead HAZWOPER & CSE Technician	Supervisor – Confined space entry and CCTV activities, work crew communication and support.
Jorge Cabrerra – Safety Specialist	N/A
Geosyntec Consultants (City of National City)	
Name	Role
Lance Klein, Project Manager	Logistics management; communication with all parties; crew support; schedule and budget oversight; reporting and compliance; waste management; customer satisfaction.
David Arguilez – Lead HAZWOPER & CSE Technician	Supervisor – Day-to-day project operations, schedule adherence, work crew communication and support.
Raul Ruiz – Lead HAZWOPER & CSE Technician	Supervisor – Confined space entry and CCTV activities, work crew communication and support.
Jorge Cabrerra – Safety Specialist	Develop SSHSP; ensure all work was conducted safely using proper equipment, tools, and PPE.
Port of Long Beach	
Name	Role
N/A	N/A - Long Beach personnel completed this project.

References

Please see **Appendix A** (City Forms) and **Appendix D** (Case Studies).



B. EXECUTIVE SUMMARY AND RESPONSE TO SPECIFICATIONS

2.10 & 2.11 – Title Page & Table of Contents

The Title Page & Table of Contents are at the beginning of this proposal.

A one page Executive Summary is provided on the following page.

2.12 – Executive Summary

Our San Diego facility professionals have a track record of consistently meeting your expectations on the industrial cleaning services we perform for you. And while this particular project carries a higher-level of risk than most of the pipeline cleanings we perform for customers, the site walk provided us with essential and valuable intelligence. Consequently, we know how to ensure the project is completed safely and to a high standard of quality at a competitive price.

Project Team

Project Manager and Primary Point of Contact:

- Lance Klein, CHMM (former US Navy diver) – 30 years of experience.
 - ✓ Certified Hazardous Materials Manager (CHMM).
 - ✓ Detail-oriented, conscientious, and an outstanding choice for the safe and efficient management of this challenging pipe cleaning project.
 - ✓ Manages the Removal & Transport of Grit, Scum/Sludge, and Stormwater contract we currently hold with you. To the best of our knowledge, the City personnel we interact with most on the contract (Carlos Nunez, Barik Demasi, and Daniel Moreno) are fully satisfied with the reliability and quality of our services.

Safety Specialist:

- Jorge Cabrerra - 17 years of experience.

Phase I & II Pipeline Cleaning Specialists:

- David Arguilez - 23 years of large & small pipe cleanings, including demo & construction.
- Raul Ruiz - 30 years of large & small pipe cleanings, including demo & construction.
- David and Raul are both are certified in Confined Space Entry, Attendant, Rescue, and Supervision.

Subcontractors

- Maxim Crane Works – Crane Operation Services
- NorCal Pipeline Services – CCTV Inspection Services.

Keys to Project Success

- Excellent two-way communication with all stakeholders at every stage of the project.
- Acute attention to safety planning and adherence to safety best practices.
- Acute attention to schedule planning and adherence to daily productivity targets.
- Daily project assessments and nimbly reacting to changing circumstances.

2.13 Proposer's Response to the RFP (Work Plan)

We have carefully read the RFP and Addenda A to E. We fully understand the scope of work and are confident in our ability to deliver a safe and successful project at a competitive price.

NOTE: We are the leading environmental emergency response company operating in California with extensive rapid response experience and 50+ emergency responders available to support our customers' urgent response needs. So, in the unlikely event of an emergency situation, our company, and our project team key personnel, are exceptionally well-qualified to control the situation as expeditiously and effectively, as possible.

Objective

Clean the subject pipeline safely and to a high standard of thoroughness, in accordance with the restrictions and expectations detailed in the RFP, particularly C. Scope of Services, and as further clarified in the City's answers to bidders' questions, particularly Addendum E, which changed the scope of work.

Contact Information

All matters related to proposal clarification and contract execution

Daniel Osegueda. Customer Relationship Manager
c: (619) 887-1657 or dosegueda@republicservices.com

All matters related to planning and performing project work

Lance Klein, Project Manager
c: (858) 583-1088 or lance.klein@usecology.com

All matters requiring senior manager involvement and approval

Victor Murillo, San Diego Operations Manager
c: (619) 952-3628 or victor.murillo@usecology.com

Schedule

- Addendum E extends the required project completion timeframe from 30 to 45 days.
- The expected start date is April/May 2025.
- Work will be performed during daytime hours (M-F: 7am-4pm). However, coffer dam construction will be at night (1am-5am).
- Upon award, we will develop and present a coffer dam design-build plan to the City.
- Upon award, we will assist the City in identifying a safe and secure staging area for vehicles, equipment, and supplies.



- A coffer dam will be constructed and inspected before cleaning services begin.
- Cleaning services are to be completed in two phases:
 - Phase 1: Pipe Cleaning
 - Phase 2: Wet Well Cleaning
- CCTV video inspection services will be completed post-cleaning.
- Waste materials will be safely disposed of and the work environment will be cleaned up.
- We expect to complete the project in **26 work days**.

NOTE: We understand that a degree of flexibility will be needed with the below-referenced project schedule and we are prepared for this. If we are awarded this project, we look forward to fine-tuning the below schedule with the City during the project kick-off meeting.

March 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
	Water Pollution Control Plan / Stormwater Pollution Prevention Plan Development Sample Collection & Laboratory Analysis					
16	17	18	19	20	21	22
	Water Pollution Control Plan / Stormwater Pollution Prevention Plan Development Sample Collection & Laboratory Analysis					
23	24	25	26	27	28	29
	Water Pollution Control Plan / Stormwater Pollution Prevention Plan Development Sample Collection & Laboratory Analysis					
30	31					

April 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
		Mobilization		Cofferdam Installation		
6	7	8	9	10	11	12
	84-Inch Pipeline Cleaning and Non-Hazardous Waste T & D					
13	14	15	16	17	18	19
	84-Inch Pipeline Cleaning and Non-Hazardous Waste T & D					
20	21	22	23	24	25	26
	84-Inch Pipeline Cleaning and Non-Hazardous Waste T & D					
27	28	29	30			
	Influent PS Wet Well Clean and Non-Hazardous Waste Solids T & D		Cofferdam Removal			

May 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
				Cofferdam Removal		
4	5	6	7	8	9	10
	Demobilization					
11	12	13	14	15	16	17

Potential Challenges and Solutions

This is a complex cleaning project, further complicated by the requirement to perform the work in the midst of a major Pure Water Program ("PWP") construction program being completed by a third party contractor at the same site. PWP construction activities will challenge logistics management and could potentially impact scheduling and completion of the pipeline cleaning project.

Consequently, we anticipate the following challenges:

- Acute focus on safety:
 - ✓ Developing a failsafe safety plan (to be reviewed and approved by the City's Construction Manager and Safety Manager).
 - ✓ Failsafe water flow management, including water diversion, water pressure, water travel times, coffer dam construction integrity, etc.
 - ✓ Failsafe rapid communication protocols to prevent all fatal, serious, and near-miss safety incidents.
 - ✓ Correct deployment of most suitable vehicles, equipment, tools, supplies, and Personal Protective Equipment (PPE).
 - ✓ Comfortable breathing environment at all times.
 - ✓ Good visibility, hearing, and maneuverability at all times.
 - ✓ Sufficient CSE-trained personnel (entry/attendant/rescue/supervisor) with underground pipeline cleaning experience on-site at all times.
 - ✓ Hydrogen sulfide (H₂S) segregation management.
- Addendum E states our work may be suspended for up to two weeks at no additional cost to the City. However, our project work must be completed within 45 days.
- Delays in communicating with the City's Construction Manager, PWP contractor, and other stakeholders (e.g., the owner/manager of the building immediately adjacent to the work site parking lot), receiving answers to questions, receiving approvals, and generally receiving the kind of communication necessary to complete project work safely, within budget, and on schedule.
- Traffic control and construction activity management.
- Efficient access to and from:
 - ✓ A suitably sized, safe and secure staging area.
 - ✓ A sufficient number of pipeline entry points.

The City can rest assured that our Project Manager Lance Klein (former US Navy diver) is:

- Comfortable working in challenging environments.
- Acutely focused on safety.
- Detail-oriented in his thinking and behavior.
- Skilled at navigating scheduling complexities as cost-effectively as possible.
- Accomplished at communicating regularly and professionally with multiple stakeholders on complex projects.
- In possession of the technical and managerial acumen necessary to deliver this project safely and successfully.

The specific activities we will undertake to address the above challenges and accomplish the project objectives are detailed below.

Upon award, provide whatever documents the City requires (e.g., Insurance certificates, Cofferdam Design-Build Plan, SSHSP, Emergency Response Plan, permits, etc.).

Project Kick-Off Meeting

- Establish a Communication Plan to share contact details and preferred methods/times/frequency for communication.
- Review and discuss City-provided site plans and drawings, and plans provided by NRCES.
- Identify a suitably sized, safe and secure staging area.
- Identify initial and final waste storage and disposal procedures and locations.
- Discuss and fine-tune the Project Schedule, including Deliverables (see Table 2 below).
- Discuss and fine-tune the Work Plan.
- Discuss and understand all City expectations from pre-planning to project close out.

Key Personnel & Organization Chart

Project Manager and Primary Point of Contact:

- Lance Klein, CHMM (former US Navy diver) – 30 years of experience.
 - ✓ Certified Hazardous Materials Manager (CHMM).
 - ✓ Detail-oriented, conscientious, and an outstanding choice for the safe and efficient management of this challenging pipe cleaning project.
 - ✓ Manages the Removal & Transport of Grit, Scum/Sludge, and Stormwater contract we currently hold with you. To the best of our knowledge, the City personnel we interact

with most on the contract (Carlos Nunez, Barik Demasi, and Daniel Moreno) are fully satisfied with the reliability and quality of our services.

Safety Specialist:

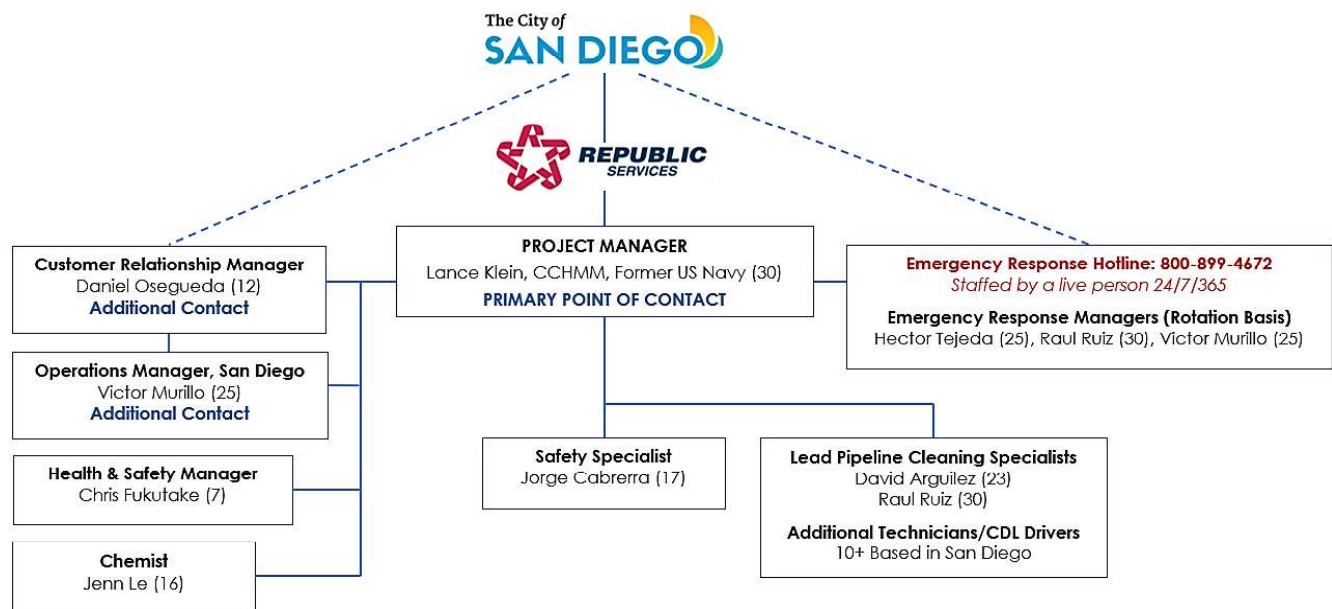
- Jorge Cabrera - 17 years of experience.

Phase I & II Pipeline Cleaning Specialists:

- David Arguilez - 23 years of large & small pipe cleanings, including demo & construction.
- Raul Ruiz - 30 years of large & small pipe cleanings, including demo & construction.
- David and Raul are both are certified in Confined Space Entry, Attendant, Rescue, and Supervision.

An Organization Chart showing the full team that will be involved in serving the City on this contract is provided below in **Figure 1**.

Figure 1. Organization Chart



(#) = Years of Industry Experience

Vehicles & Equipment

A detailed list of the vehicles and equipment we expect to use during the project is provided in **Appendix C**.

Personal Protective Equipment (PPE)

- Level B-C.

Technology

- Secure computers, laptops, smart phones (pre-loaded with colleagues' cell phone numbers and various industry-specific software for immediate access to project-specific plans, forms, reports, etc.).
- Copiers, office supplies, etc.)

Project Activities

1. Mobilization

Gain site access agreements and final approved site specific health and safety plan (SSHSP), crane lifting plan(s), water pollution control plan (WCP), stormwater pollution prevention plan (SWPPP) and applicable job safety analyses (JSAs). Deploy proper spill prevention measures, fall protection apparatus, confined space entry/rescue mechanisms, traffic/pedestrian control devices, storm water best management practices (BMPs), lock-out/tag-out, etc. Re-confirm all key personnel's availability and suitability to start and complete project work.

Position two (2) 20 MVT trailer-mounted diesel-powered ventilation blowers at surface level one at each end of 84-inch pipeline. One (1) blower with approximately 60' of 24-inch ducting will be located at the Judicial Drive access point and will introduce fresh air into the pipeline while the other blower with approximately 150'-200' of 24-inch ducting will be stationed at the influent pump station wet well end to extract air from the pipeline & discharge to ambient air.

Position two (2) "Guzzler" industrial vacuum loader trucks and/or vactor/jetter combination units (or some combination of both) at the influent pump station wet well end of pipeline. These vacuum trucks will be connected to in-line 25 CY vacuum boxes via "Y" adapter and subsequently to influent pump station wet well via installation of 6" hard pipe or hose extending from ground level down approximately 110' to the influent pump station wet well/draft tubes.

As needed, set up "HazRay" explosion-proof multi-head light stringers and deploy industrial generator "Kubota" or "Bobcat" mini track loader equipped with rubber tracks, exhaust scrubbing system, and 4"/ 6" hydraulic submersible sludge/slurry pump system with suction & discharge hose to the influent pump station wet well/draft tubes end of pipeline.

2. Flow Diversion - Cofferdam Installation

Prior to beginning this phase of work, ensure flow of liquids can be held at Pump Station (PS) 64 for pre-determined time allotment (minimum 3-4 hours; preferably more). Remove one (1) or two (2) concrete slabs covering Structure 169 positioned in rear parking area of commercial building complex located at/near the NE intersection of Judicial Drive and La Jolla Village Drive in San Diego, CA utilizing a 30-ton crane. Install temporary guard rail system around resulting void space, monitor for hazardous atmospheres, and apply forced ventilation utilizing 20 MVT trailer mounted diesel-powered ventilation blower with approximately 60' of 24-inch ducting. Don level B-C

personal protective equipment (PPE), inclusive of supplied air system and/or air purifying respirator with applicable respirator cartridges, as needed. Perform permit required confined space entry(s) employing crane with man basket, Recover residual liquids & sediment/sludge residing in pipeline junction structure employing "Guzzler" industrial vacuum loader truck and/or vactor/jetter combination unit, and transport offsite to await disposal arrangements and/or return to NCWRP and off-load / deposit into onsite manhole, as directed.

Immediately following cleaning of pipeline junction structure, install one (1) "Lansas Products" five-line single size disc plug in/near 84-inch pipeline opening and construct an approximately 4.75' X 13'-20' X 8' temporary cofferdam comprised of "TrapBag" barrier filled with inert material in front of the opening to the 84-inch pipe inlet. Subject "TrapBag" cofferdam system will be made up of multiple pentagon-shaped bags interconnected on their sides, stacked in two (2) layers, filled with sand or gravel, covered with polyethylene sheeting and secured in-place as needed. "TrapBag" cells will be filled with sand or gravel at ground level then picked up employing a 30-ton crane & lowered into place using a spreader bar attached to lifting straps/sleeves at the top of the bags. Lastly, attach ventilation ducting to pass through fabricated on aforementioned disc plug to allow for continuous forced ventilation (fresh air introduction) to remain in-place for duration of the 84-inch pipe cleaning efforts. See Appendix G for cofferdam drawings and specs.

3. 84-Inch Pipeline Cleaning

Access designated section of 7' X 2,000' plastic-lined reinforced concrete pipe (PLRCP) via north/northwest end of influent pump station wet well, monitor for hazardous atmospheres, apply forced ventilation employing 20 MVT trailer-mounted diesel-powered ventilation blower(s) staged at both ends of pipe. Perform permit required confined space entry(s) as needed, partition off influent pump station wet well as needed to restrict debris/grit within wet well and prevent it from entering pump intake chutes/draft tubes. Remove expected buildup of presumed non-hazardous waste solids/sediment/sludge at the north end of 84-inch conveyance pipe and approximately 500' upgradient by employing two (2) "Guzzler" industrial vacuum loader trucks and/or vactor/jetter combination units (or some combination of both), joined in series with 25 CY vacuum boxes & 6" suction hose/hard pipe/flex hose. Lastly, jet/clean the approximately 2,000 linear feet of 7' PLRCP employing vactor/jetter combination unit equipped with specialty jet nozzles & sled combinations.

Jetting/pipe cleaning operations will consist of employing a vactor/jetter combination unit to advance various large diameter pipe jetting nozzles/sleds the entire length of the conveyance pipe (from wet well approximately 2,000 feet to pipeline junction Structure 169) to pull waste solids/sediment/grit back to the influent pump station wet well positioned at north end of 84-inch conveyance pipe. Once presumed non-hazardous waste solids/sediment/grit is deposited at north end of pipe and/or in influent pump station wet well it will be removed/recovered by employing two (2) "Guzzler" industrial vacuum loader trucks and/or vactor/jetter combination units (or some

combination of both) joined in series with 25 CY vacuum boxes & 6" suction hose/hard pipe/flex hose at a tentative **recovery rate of approximately 30 cubic yards (CY) per working day.**

To the extent possible, wash/rinse water will be allowed to gravity drain through the onsite treatment system and/or will be recovered for reuse. **Preferred jetting unit "Kaiser EcoCycler" has the capacity to recycle rinse water to limit water usage and avoid recovery of excess water into 25 CY vacuum boxes; thereby reducing transport and disposal costs.**



Ideally, all solids/sediment/grit will fall out and/or be recovered into 25 CY vacuum boxes, and minimal liquids/water accumulating in vacuum boxes will be recovered by employing 70 BBL vacuum truck and decanted into onsite manhole/treatment system, as directed. Once vacuum boxes are full (15-20 CY or 17 tons) and dewatered of all free phase liquids, subject 25 CY vacuum boxes will be immediately transported offsite to await disposal arrangements in an effort to **minimize rental charges and to maintain a nominal footprint at the NCWRP jobsite.**

4. Influent Pump Station Wet Well Cleaning

Directly after 84-inch pipeline cleaning operations, open/close sluice gates as needed to isolate influent pump station wet well, access one (1) approximately 12' X 90' X 12' wet well & five associated 9' X 9' X 18'-20' draft tubes, monitor for hazardous atmospheres, and apply forced ventilation employing 20 MVT trailer-mounted diesel-powered ventilation blower(s). Perform permit required confined space entry(s) as needed, and recover approximately 40 CY [roughly 52 tons] of sanitary waste grit/sediment/sludge accumulating in wet well/draft tubes utilizing "Guzzler" industrial vacuum loader truck and/or vactor/jetter combination units (or some combination of both), in series with 25 CY vacuum boxes & 6" suction hose/hard pipe/flex hose. Rinse with fire hose and/or high-temperature/high-pressure wash system(s) to aid in grit/sludge

recovery/removal. Presumed non-hazardous waste solids/sediment/grit will be recovered into 25 CY vacuum boxes and transported offsite to await disposal arrangements and wash/rinse water will be allowed to gravity drain and/or will be recovered employing a 70 / 120 BBL vacuum truck and decanted back into the onsite wet well, channel(s), manhole(s), etc., as directed

5. Closed-Circuit Television (CCTV) Inspection

Immediately following 84-inch pipeline cleaning efforts or intermittently, as agreed with the City, inspect 84-inch conveyance piping employing versatile remote controlled closed-circuit television (CCTV) transporter units (crawler robot camera, inspection raft, drone camera, jet nozzle camera, push rod camera, hole camera, etc.) equipped with pan, zoom & tilt features operated by a certified CCTV camera operator. After all work is completed, submit two (2) copies of video recording of entire 2,000 feet of 84-inch pipe to City of San Diego inclusive of remote footage counter and any notes/voice recordings documenting pipeline defects, cracks, joints, junctions, laterals, connections, manholes, outfalls, etc.

CCTV video services will be performed by Nor Cal Pipeline Services in a subcontractor capacity; **thereby providing the City with an objective video assessment of the quality of our cleaning services.** NRCS will ensure the video quality meets the City's expectations. We will also ensure the safety of NorCal Pipeline employees when they complete CCTV services.

6. Cofferdam Removal

Prior to beginning this phase of work, ensure flow of liquids can be held at Pump Station (PS) 64 for pre-determined time allotment (minimum 3-4 hours; preferably more). Remove one (1) or two (2) concrete slabs covering Structure 169 positioned in rear parking area of commercial building complex located at/near the NE intersection of Judicial Drive and La Jolla Village Drive in San Diego, CA utilizing a 30-ton crane. Install temporary guard rail system around resulting void space, monitor for hazardous atmospheres, and apply forced ventilation utilizing 20 MVT trailer-mounted diesel-powered ventilation blower w/approximately 60' of 24-inch ducting. Don level B-C PPE, inclusive of supplied air system and/or air purifying respirator with applicable respirator cartridges, as needed. Perform permit required confined space entry(s) employing crane with man basket. Recover residual liquids & sediment/sludge residing in pipeline junction structure employing "Guzzler" industrial vacuum loader truck and/or vactor/jetter combination unit. Remove temporary cofferdam structure comprised of "TrapBag" barrier filled with inert material via lifting them out of the pipeline junction structure with a 30-ton crane, and subsequently removing "Lansas Products" five-line single size disc plug. Lastly, remove guardrail system, replace concrete slabs covering Structure 169 utilizing the 30-ton crane, and discontinue using the forced ventilation system. Presumed non-hazardous waste solids contained in "TrapBag" cofferdam system will be loaded into 20 CY roll-off bins and transported offsite to the NCWRP facility and staged onsite to await disposal arrangements by others or will be transported offsite for disposal, as directed.

7. Waste Solids/Sediment/Grit Characterization, Transportation, and Disposal

Confirm the sanitary sewer solids/sediment/grit waste description is exempt from analytical testing, as determined by the intended end-use disposal facility, and if determined otherwise, collect composite grab sample(s) of solids/sediment/grit and submit under strict chain of custody best practices for expedited laboratory analysis of volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), total petroleum hydrocarbons (TPH) extended, CAM 17 metals, pH and paint filter employing United States Environmental Protection Agency (USEPA) approved testing methods. Submit signed waste profile to disposal facility and gain disposal approval prior to beginning 84-inch pipeline cleaning operations.

Dewatered 25 CY vacuum boxes will be methodically transported offsite to Republic Services Copper Mountain Landfill located in Wellton, AZ for disposal, as needed, and promptly returned to the NCWRP jobsite for reuse. Full 25 CY vacuum boxes should contain maximum weighted loads (15-20 CY or 17 tons) allowed by Department of Transportation (DOT) regulations with minimal free phase liquids. A waste tracking log will be maintained onsite and NCWRP will be provided copies of individual weight tickets to confirm the tonnage of each load being transported for disposal in 25 CY vacuum box(es). For the purpose of this project, a conversion factor of 1.3 will be used to convert cubic yards to tons and vice versa.

8. Demobilization

Withdraw/remove spill prevention measures, fall protection apparatus, confined space entry/rescue mechanisms, traffic/pedestrian control devices, storm water best management practices (BMPs), lock-out/tag-out, etc.

Recover/remove two (2) 20 MVT trailer-mounted diesel-powered ventilation blowers & associated ducting positioned at each end of 84-inch pipeline. Demobilize two (2) "Guzzler" industrial vacuum loader trucks and/or vactor/jetter combination units (or some combination of both) positioned at the influent pump station wet well. inclusive of vacuum breaker, "Guzzler"/ vactor-jetter fittings/adapters, and 6" hard pipe/hose.

Breakdown, remove & recover "HazRay" explosion-proof, multi-head, light stringers, industrial generator, "Kubota" or "Bobcat" mini track loader, and 4"/6" hydraulic submersible sludge/slurry pump system with suction & discharge hose.

Restore site to original condition, perform general housekeeping, remove temporary facilities, replace grates/covers/lids, pickup all tools & hoses, etc.

Provide invoice and required supporting documentation in the form of daily work reports, daily activity logs, field screening logs, confined space entry permits, confined space rescue pre-plans, waste manifests, waste tracking log, weight tickets, vehicle/equipment inspection & maintenance logs, air emission logs, safety & compliance reports, pollution prevention plans, digital photographs, CCTV recordings, etc.

9. Deliverables

On a project of this nature, we would typically provide the deliverables noted below in Table 2. Fine-tuning the City's deliverable requirements will be one of the topics discussed during the project kick-off meeting.

Table 2. Deliverables

Description	Schedule
All Documents Requested Following Project Award (Insurance Certificates, Signed Contract, Etc.)	Within the Requested Number of Days
All Plans and Other Documents Required Prior to Starting Project Work	As Agreed With the City
Project Kick-Off Meeting – Memorandum of Understanding & Acceptance of Final Terms & Conditions	Within 7 Workdays of Meeting
Additional Site Visit Summary	Within 7 Workdays of Visit
New/Revised Profiles (and Lab Analysis Results)	Within 5 Workdays of Completion
Properly Prepared Shipping Documents (total weights listed on manifests must accurately reflect the hazardous waste in the tanker, not the capacity of the transport container)	Within 10 Workdays of Profile Completion
Signed Manifest	Within 10 Workdays of Profile Completion
CCTV Video Inspections	Frequency TBD by City
Progress Reports	Daily or as Determined by the City
Correctly Completed Invoice with CCTV Final Inspection and Other Required Supporting Documents & Images	Within 30 Days of Project Completion
Final Signed Manifest (sent to purchaser directly by disposal facility)	Within 45 Days of Collection Event

Subcontractors

NRCES industrial cleaning specialists with experience performing similar elevated risk, underground pipe cleaning projects will perform all required services, with the exception of the subcontractor support detailed below.

All NRCES personnel that will manage and perform the required services are HAZWOPER and Confined Space Entry/Attendant/Rescue/Supervisor-trained and possess many additional training certifications specific to their roles within our company.

Geosyntec Consultants

Geosyntec will develop a project-specific **Stormwater Pollution Prevention Plan (SWPPP)** and **Water Pollution Control Program (WPCP)**. Geosyntec is one of the leading environmental consulting firms in the nation. NRCES and Geosyntec have worked together for decades.

Maxim Crane Works

Maxim will provide **crane support services**.

Maxim is an SCRA award-winning national leader in turnkey crane rental services, with ISO 9001, 14001, and 45001 certifications.



NorCal Pipeline

NorCal Pipeline will provide **CCTV video services**.

Established in 2007, NorCal is the largest, family-owned and operated, turnkey pipeline service company in the western U.S. They will perform an unhindered and objective inspection of NRCES's work. We will ensure the clarity and quality of their recording meets your expectations.

18,750,000

FEET OF PIPE INSPECTED



C COST/PRICE PROPOSAL

Our completed Pricing Schedule (Addendum E revision) is provided in Appendix F. We have also entered our total price proposal on the City's PlanetBids portal. Additional labor and equipment rate sheets can be provided, upon request.



APPENDIX A

CITY FORMS

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

NRC ENVIRONMENTAL SERVICES INC.

Proposer

BY:

2950 KURTZ STREET

Street Address

Print Name:

SAN DIEGO

City

Director, Purchasing & Contracting
Department

619.235.3320

Telephone No.

Date Signed

DOSEGUEDA@REPUBLICSERVICES.COM

E-Mail

BY:



Signature of
Proposer's Authorized
Representative

Approved as to form this ____ day of

_____, 20____.
MARIA W. ELLIOTT, City Attorney

GARY BURNS

Print Name

BY:

Deputy City Attorney

AREA VICE PRESIDENT - PACIFIC

Title

12/18/24

Date

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

NORTH CITY WATER RECLAMATION PLANT 84 INCH PIPELINE CLEANING

B. BIDDER/PROPOSER INFORMATION:

NRC ENVIRONMENTAL SERVICES INC.

Legal Name	DBA	
2950 KURTZ STREET	SAN DIEGO	CA 92110
Street Address	City	State Zip
DAN OSEGUEDA, TERRITORY SALES EXECUTIVE	(619) 887-1657	(619) 232-4093
Contact Person, Title	Phone	Fax

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

SEAN GUNNING	PROPOSAL MANAGER
Name	Title/Position
LONG BEACH, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

DANIEL OSEGUEDA	TERRITORY SALES EXECUTIVE
Name	Title/Position
SAN DIEGO, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

VICTOR MURILLO	SAN DIEGO FACILITY MANAGER
Name	Title/Position
SAN DIEGO, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

LANCE KLEIN	SR. PROJECT MANAGER
Name	Title/Position
SAN DIEGO, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?

☐ Yes ☒ No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?

☐ Yes ☒ No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

☐ Yes ☒ No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☒ **Corporation** Date incorporated: 01/12/2004 State of incorporation: WASHINGTON

List corporation's current officers:

President:	<u>GREG BRUMMER</u>
Vice Pres:	<u>NUMEROUS</u>
Secretary:	<u>LAUREN MCKEON</u>
Treasurer:	<u>CALVIN BOYD</u>

Type of corporation: C ☒ Subchapter S ☐

Is the corporation authorized to do business in California: ☒ **Yes** ☐ **No**

If **Yes**, after what date: 11/05/1992

Is your firm a publicly traded corporation?

☒ Yes

☐ No

If **Yes**, how and where is the stock traded? NRCS IS A SUBSIDIARY OF REPUBLIC SERVICES, WHICH IS TRADED ON THE NYSE UNDER THE TICKER SYMBOL "RSG"

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☒ No

If **Yes**, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	<u>10,000</u>	<u>1</u>	<u> </u>
b. Number of nonvoting shares:	<u>0</u>	<u> </u>	<u> </u>
c. Number of shareholders:			<u>1</u>
d. Value per share of common stock:		Par	<u>\$0.01</u>
		Book	<u>\$N/A</u>
		Market	<u>\$N/A</u>

Limited Liability Company Date formed: State of formation:

List the name, title and address of members who own ten percent (10%) or more of the company:

☐ **Partnership** Date formed: State of formation:

List names of all firm partners:

☐ **Sole Proprietorship** Date started:

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

☐ **Joint Venture** Date formed:

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

☐ **Yes** ☒ **No**

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

☐ **Yes** ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ **Yes** ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ **Yes** ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

☐ **Yes** ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

☐ **Yes** ☒ **No**

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: WELLS FARGO BANK

Point of Contact: HEATHER REDMANN

Address: 420 MONTGOMERY STREET SAN FRANCISCO, CA 94104

Phone Number: 6123163414

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2006001018 Year Issued: 2022

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

☐ Yes ☒ No

If **Yes**, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: GEOSYNTEC CONSULTANTS

Contact Name and Phone Number: CHRIS LIEDER - 619.980.4558
Contact Email: clieder@geosyntec.com
Address: 2365 NORTHSIDE DRIVE, UNIT 150, SAN DIEGO, CA 92108
Contract Date: May 9, 2024
Contract Amount: \$ 250,000.00
Requirements of Contract: INDUSTRIAL CLEANING (INCLUDED CLEANING OF THREE 60" PIPES, EACH 350 FT IN LENGTH FOR CITY OF NATIONAL CITY)

Company Name: PORT OF LONG BEACH
Contact Name and Phone Number: SHANNON EVERSON | (562) 254-6397
Contact Email: shannon.everson@polb.com
Address: 725 HARBOR PLAZA DRIVE, LONG BEACH, CA 90802
Contract Date: November 27, 2023
Contract Amount: \$ 350,000.00
Requirements of Contract: CLEANING OF SEWER SYSTEM, INCLUDING 700 CATCH BASINS (VARIOUS SIZES)

Company Name: PORT OF SAN DIEGO
Contact Name and Phone Number: GEORGE LIDDLE - 619.876.8841
Contact Email: GLIDDLE@PORTOFSANDIEGO.ORG
Address: 3165 PACIFIC HIGHWAY, SAN DIEGO, CA 92101
Contract Date: September 26, 2020
Contract Amount: \$ 250,000.00
Requirements of Contract: INDUSTRIAL CLEANING. INCLUDED EMERGENCY CLEANING OF 1,500 FT. OF STORM DRAIN PIPES OF VARYING SIZES

G. COMPLIANCE:

NOTE: CONTRACT DATES ARE MOST RECENT RENEWAL DATES.

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

☐Yes ☒No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

☐Yes ☒No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

☐Yes ☒No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☒No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

☒Yes ☐No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

☐Yes ☒No

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # _____
- c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? ☐Yes ☒No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: NORCAL PIPELINE
Address: 983 RESERVE DRIVE ROSEVILLE, CA 95678
Contact Name: LYNELL DEVILLE Phone: (916) 579-0482 Email: LDEVILLE@NORCALPIPE.COM
Contractor License No.: 935878 DIR Registration No.: 1000005777
Sub-Contract Dollar Amount: \$ 162,000.00 (per year) \$ 162,000.00 (total contract term)
Scope of work subcontractor will perform: CCTV INSPECTION & CONSTRUCTION SERVICES
Identify whether company is a subcontractor or supplier: SUBCONTRACTOR
Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified
Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: MAXIM CRANE WORKS
Address: 1101 E. SPRING STREET, LONG BEACH, CA 90806
Contact Name: EVAN SNELL Phone: (562) 989-5709 Email: ESNELL@MAXIMCRANE.COM
Contractor License No.: 860395 DIR Registration No.: 1000009236
Sub-Contract Dollar Amount: \$ 41,314.00 (per year) \$ 41,314.00 (total contract term)
Scope of work subcontractor will perform: CRANE SERVICES
Identify whether company is a subcontractor or supplier: SUBCONTRACTOR
Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified
Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

PLEASE SEE SUBCONTRACTOR FORM 2 ATTACHED BELOW.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

PLEASE SEE APPENDIX C.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: GEOSYNTEC CONSULTANTS, INC.
Address: 2365 NORTHSIDE DRIVE, UNIT 150, SAN DIEGO, CA 92108
Contact Name: CHRIS LIEDER Phone: (619) 980-4558 Email: CLIEDER@GEOSYNTEC.COM
Contractor License No.: 766859 DIR Registration No.: 1000048149
Sub-Contract Dollar Amount: \$ 12,500.00 (per year) \$ 12,500.00 (total contract term)
Scope of work subcontractor will perform: DEVELOPMENT OF SWPPP & WPCP.
Identify whether company is a subcontractor or supplier: SUBCONTRACTOR

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified
Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____
Address: _____
Contact Name: _____ Phone: _____ Email: _____
Contractor License No.: _____ DIR Registration No.: _____
Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)
Scope of work subcontractor will perform: _____
Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified
Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- ☐ Initial submission of *Contractor Standards Pledge of Compliance*
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- ☒ Update of prior *Contractor Standards Pledge of Compliance* dated 09/23/2024.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

GARY BURNS, AREA VP-PACIFIC



11/14/2024

Name and Title

Signature

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

N/A

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

GARY BURNS, AREA VP-PACIFIC
Print Name, Title



Signature

11/14/24
Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their bids. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether a SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, a SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran: Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principle place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principle Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of its gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its bid, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Workforce Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their bid a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Preference Program for goods and services contracts. The SLBE requirements are set forth in San Diego Municipal Code Division 36. For goods, services, and consultant contracts in which the Purchasing Agent is required to advertise for sealed bids in the City's official newspaper:

- A. The City shall apply a bid discount in the way of:
 - a. Five percent (5%) discount off the bid price for SLBE or ELBE prime contractors; or
 - b. Five percent (5%) discount off the bid price for prime contractors achieving the voluntary goal of twenty percent (20%) for SLBE or ELBE subcontractor participation set forth in Subsection B below.

The discount will not apply if an award to the discounted bidder would result in a total contract cost of \$50,000 in excess of the low, non-discounted bid. In the event of a tie between a discounted bidder and non-

discounted bidder, the discounted bidder will be awarded the contract. The discount shall be taken off the total contract value, including contract option years.

- B. Include a voluntary subcontractor participation requirement of 20% of the total bid price for SLBE or ELBEs.

VI. Maintaining Participation Levels.

- A. Bid discounts are based on the bidder's level of participation proposed prior to the award of the goods, services, or consultant contract. Bidders are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the bidder shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount was awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Bidder shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Bidder's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under San Diego Municipal Code Division 36 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the ITB. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor 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 Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- ☒ The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor 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:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
3/20/20	SAN DIEGO, CA	EEOC CLAIM	NO	SETTLED	NONE NEEDED

Contractor Name: **NRC ENVIRONMENTAL SERVICES INC.**

Certified By **GARY BURNS** Title **AREA VP-PACIFIC**

 Name
Signature Date **11/14/2024**

E. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER. Per Exhibit D (Wage Requirements), Section A.9:

	Registration No.	Expiration Date	Name
DIR Registration No.	1000008965	6/30/25	NRC ENVIRONMENTAL SERVICES INC.

F. LICENSES. To perform the work described in this solicitation, proposers must hold a current General Contractor License (A).

	License Number	Expiration Date	Name
State of California Contractor's License	Class: A No.: 716581 A HAZ	12/31/25	NRC ENVIRONMENTAL SERVICES INC.

Any proposer holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the proposer, in writing, of its decision prior to the bid closing. The City's decision is final.

G. PERMITS

To perform the work described in this solicitation, proposers must hold a current permit at the time of submittal prior to working on the pipeline: Industrial Waste Discharge, Business Park where access to junction structure is required, Traffic Control, Landfill Disposal, etc.

The Contractor is responsible for obtaining for all permits as may be required for the performance of the work required in this Contract.

H. PERFORMANCE BOND

Contractor shall be required to furnish the City of San Diego with a surety bond executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, in a sum equal to 100% of the Contract amount, conditional for the performance of the Contract. The performance bond shall be submitted to Purchasing & Contracting within 10 days of the request. Failure to provide the bond within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive. The bond shall be maintained by the Contractor in full force and effect during the entire period of performance under Contract. Failure to do so shall be cause for termination of the Contract. Refer to Article VIII of the City's Contracting Terms and Provisions for additional information.

I. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

LIVING WAGE ORDINANCE
CERTIFICATION OF COMPLIANCE
REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

COMPANY INFORMATION

Company Name: NRC ENVIRONMENTAL SERVICES INC.

Company Address: 2950 KURTZ STREET, SAN DIEGO, CA 92110

Company Contact Name: DANIEL OSEGUEDA

Contact Phone: 619.887.1657

CONTRACT INFORMATION

Contract Number (if no number, state location): SAN DIEGO, CA

Start Date: TBD BY CITY

Contract Title (or description): N. CITY WATER RECLAMATION PLANT
84 INCH PIPE CLEANING

End Date: TBD BY CITY

Purpose/Service Provided: UNDERGROUND PIPELINE CLEANING

TERMS OF COMPLIANCE

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO; and
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to the following:

- (a) comply with the requirements of the Living Wage Ordinance; and
- (b) will perform at least fifty percent (50%) of the work with its own employees.

GARY BURNS

AREA VICE PRESIDENT - PACIFIC



Name of Signatory

Title of Signatory

12/18/24

Signature

Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt:

LWO Analyst:

Contract Number:

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☒ Other

Name of Company: NRC ENVIRONMENTAL SERVICES INC.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): PARENT CO. HQ: 18500 N. ALLIED WAY

City: PHOENIX County: MARICOPA State: AZ Zip: 85054

Telephone Number: 800.299.4898 - PARENT COMPANY Fax Number: _____

Name of Company CEO: GREG BRUMMER

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 2950 KURTZ STREET

City: SAN DIEGO County: SAN DIEGO State: CA Zip: 92110

Telephone Number: 619.235.3320 Fax Number: 619.232.4093 Email: DOSEGUEA@REPUBLICSERVICES.COM

Type of Business: ENVIRONMENTAL SOLUTIONS Type of License: GENERAL CONTRACT, A HAZ

The Company has appointed: RICHARD INIGUEZ

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 3777 LONG BEACH BLVD, STE. 100, LONG BEACH, CA 90807

Telephone Number: 562.506.2057 Fax Number: 562 432.1826 Email: RINIGUEZ@REPUBLICSERVICES.COM

- ☒ One San Diego County (or Most Local County) Work Force - Mandatory
☐ Branch Work Force *
☐ Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of NRC ENVIRONMENTAL SERVICES INC.

(Firm Name)

SAN DIEGO

(County)

CA

(State)

hereby certify that information provided

herein is true and correct. This document was executed on this 14TH day of NOVEMBER, 2024



(Authorized Signature)

GARY BURNS, AREA VICE PRESIDENT - PACIFIC

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2NAME OF FIRM: NRC ENVIRONMENTAL SERVICES INC.DATE: 11/14/24OFFICE(S) or BRANCH(ES): SAN DIEGOCOUNTY: SAN DIEGO

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			4			1					1			
Professional														
A&E, Science, Computer														
Technical	1		4											
Sales			1											
Administrative Support				2										1
Services														
Crafts														
Operative Workers														
Transportation			15								1			
Laborers*			10											

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1		34	2		1					2			1
--------------------	---	--	----	---	--	---	--	--	--	--	---	--	--	---

Grand Total All Employees

41

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ N/A _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories–Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners



APPENDIX B

COMPANY LICENSES & CERTIFICATIONS

[Home](#) | [Online Services](#) | [License Details](#)

[Home](#) | [Online Services](#) | License Details

Contractor's License Detail for License # 716581

 **DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

- CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Business Information

NRC ENVIRONMENTAL SERVICES INC
3500 SUNRISE HIGHWAY BLD 200
STE 200
GREAT RIVER, NY 11739
Business Phone Number:(562) 432-1304

Entity Corporation
Issue Date 12/20/1995
Expire Date **12/31/2025**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

[A - GENERAL ENGINEERING](#)

Certifications

- [HAZ - HAZARDOUS SUBSTANCES REMOVAL](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [WESTCHESTER FIRE INSURANCE COMPANY](#).

Bond Number: K07093846

Bond Amount: \$25,000

Effective Date: 01/01/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **30167971** for TERRENCE WOOD in the amount of **\$25,000** with [WESTERN SURETY COMPANY](#).

Effective Date: 01/01/2023

[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the [INDEMNITY INSURANCE COMPANY OF NORTH AMERICA](#)

Policy Number: C50710397

Effective Date: 06/30/2023

Expire Date: 06/30/2024

[Workers' Compensation History](#)

Miscellaneous Information

- 06/10/2015 - DOSH REGISTRATION VERIFIED FOR C22
- 06/09/2016 - DOSH REGISTRATION VERIFIED FOR C22
- 06/07/2017 - DOSH REGISTRATION VERIFIED FOR C22

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.



STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

**HAZARDOUS MATERIALS
TRANSPORTATION LICENSE**
CHP 360H (REV. 1/00) OPI 062

CONTROL NUMBER	LICENSE NUMBER	ISSUE DATE	EFFECTIVE DATE	EXPIRATION DATE
271404	114013	3/5/2024	4/1/2024	3/31/2025
CHP CARRIER NUMBER	LOCATION	<input type="checkbox"/> Duplicate	<input type="checkbox"/> Replacement	
CA 104989	370	<input type="checkbox"/> Initial	<input checked="" type="checkbox"/> Renewal	

PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP)

The original valid license must be kept at the licensee's place of business as indicated on the license and a legible copy must be carried in any vehicle or combination transporting hazardous materials and must be presented to any CHP officer upon request. This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A majority change in ownership or control of the licensed activity shall require a new license. This license may be renewed by submitting an application and appropriate fee to the CHP. Persons whose licenses have expired or are otherwise no longer valid must immediately cease the activity requiring a license. THERE IS NO GRACE PERIOD. For licensing information contact CHP, Commercial Vehicle Section at (916) 843-3400.

LICENSEE NAME AND PHYSICAL STATION ADDRESS (if different than below)

NRC ENVIRONMENTAL SERVICES INC
1605 FERRY POINT
ALAMEDA CA, US 94501

This carrier is on the special routing/safe stopping place mailing lists as indicated below:

- ☐ (HMX) Explosives subject to Division 14, California Vehicle Code (CVC).
☐ (HMPH) Poison Inhalation Hazard materials in bulk packages subject to Division 14.3, CVC.
☐ (HMRCQ) Highway Route Controlled Quantity radioactive materials subject to Division 14.5, CVC.

Any person who dumps, spills, or causes the release of hazardous materials or hazardous waste upon any highway shall immediately notify the CHP or the agency having jurisdiction for that highway. The minimum fine for failure to make the appropriate notification is \$2,000.00. (CVC Section 23112.5)

LICENSEE NAME AND MAILING ADDRESS

Attention: Mike Herron
NRC ENVIRONMENTAL SERVICES INC
1111 MARAUDER STREET
CHICO CA, US 95973



Yana Garcia
Secretary for
Environmental Protection



Department of Toxic Substances Control

Katherine M. Butler, MPH, Director
1001 I Street
P.O. Box 806
Sacramento, California 95812-0806
<https://dtsc.ca.gov/>



Gavin Newsom
Governor

**Hazardous Waste Transporter Registration Certificate
Hazardous Waste of Concern Transporter**

Name and Address of Registered Transporter:

NRC
1605 FERRY POINT
ALAMEDA, CA 94501

Transporter Registration Number: 6969

Effective Date: OCTOBER 18, 2024
Expiration Date: OCTOBER 31, 2025.

This is to certify that the firm named above is duly registered to transport hazardous waste in the State of California in accordance with the provisions of Chapter 6.5, Division 20 of the Health and Safety Code and Title 22 of the California Code of Regulations, Division 4.5.

Talisha Jorin
Authorized Signature

OCTOBER 18, 2024

Date

Name and Title of Authorized Representative: Talisha Jorin Program Technician III

This registration certificate must be carried with each shipment of hazardous waste. For registration information, please call 1-800-618-6942 or email transporter@dtsc.ca.gov.

Contractor Information	Registration History	
Legal Entity Name NRC ENVIRONMENTAL SERVICES INC Legal Entity Type Corporation Status Active Registration Number 1000008965 Registration effective date 07/21/22 Registration expiration date 06/30/25 Mailing Address 3500 SUNRISE HIGHWAY GREAT RIVER 11739 NY United States of America Physical Address 1605 FERRY POINT ALAMEDA 94501 CA United States of America Email Address jjordan@nrcc.com Trade Name/DBA License Number (s) CSLB:716581	Effective Date	Expiration Date
	06/22/18	06/30/19
	06/27/17	06/30/18
	06/29/16	06/30/17
	07/15/15	06/30/16
	02/09/15	06/30/15
	07/01/19	06/30/22
	07/21/22	06/30/25

Legal Entity Information	
Corporation Entity Number: President Name: Vice President Name: Treasurer Name: Secretary Name: CEO Name: Agency for Service: Agent of Service Name: Agent of Service Mailing Address:	C1846539 Gregg K. Brummer Richard D. Kang Calvin R. Boyd Lauren McKeon Business Development Manager 3777 Long Beach Blvd, First Floor Long Beach 90807 CA United States of America

Worker's Compensation	
Do you lease employees through Professional Employer Organization (PEO)?: Please provide your current worker's compensation insurance information below:	No
<div> <div>PEO</div> <div>PEO</div> <div>PEO</div> </div> <div> <div>PEO InformationName</div> <div>Phone</div> <div>Email</div> </div>	
Insured by Carrier Policy Holder Name: Insurance Carrier: Policy Number: Inception date: Expiration Date:	NRC ENVIRONMENTAL SERVICES INC ZURICH AMERICAN INSURANCE COMPANY WC0122459-01 03/16/22 03/16/24

DEC**County of San Diego****2024****DEPARTMENT OF ENVIRONMENTAL HEALTH AND QUALITY
ENVIRONMENTAL HEALTH PERMIT**

P.O. BOX 129261, SAN DIEGO, CA 92112-9261 / (858) 505-6700 / (800) 253-9933 / FAX (858) 999-8920
www.sdcdehq.org

Owner/Operator Name:

Facility Name:

NRC ENVIRONMENTAL SERVICES INC

Facility Located at:

2950 KURTZ ST, SAN DIEGO, CA 92110

Mailing Address

NRC ENVIRONMENTAL SERVICES, INC.**JENNIFER LE****2950 KURTZ ST, SUITE F****SAN DIEGO, CA 92110**

Amy Harbert
Director

Record Number: **DEH2011-LSHOP-400018****SEWAGE HAULER OPERATING PERMIT****Permit valid: 1/1/2024 to 12/31/2024**

RENEWAL IS REQUIRED BEFORE EXPIRATION DATE

Permit Information:

- Number of Trucks: 13
- Decal Number(s): 4223, 4224, 4225, 4226, 4227, 4228, 4229, 4230, 4231, 4232, 4233, 4234, 4235

ATTENTION

- A copy of this permit must be maintained at the facility location.
- Permit is not valid for any facility location or owner not listed above.
- This is not a City or County use permit, nor a permit to operate under any other regulatory program. Other permits may be required for these operations at this location.

This permit is provisional. The Director or designee of the Director may order the permit or any permit element be denied, suspended or revoked for violation of any relevant requirement established or provided by law. This permit does not excuse any owner or operator from complying with all applicable federal, state, county or local laws, ordinance or regulations. The owner or operator is required to determine if another permit or approval from any other agency or department is necessary. The County, by issuing this permit, does not relinquish its right to enforce any violation of law.



APPENDIX C

EQUIPMENT LIST

NRCES VEHICLES & EQUIPMENT

LIGHT TRUCK

GEAR TRUCK (2 to 5 ton)

TRACTOR, DIESEL

TRUCK, ROLL-OFF, BOBTAIL

TRAILER, EMERGENCY RESPONSE, 24'

TRAILER, CONFINED SPACE RESCUE

TRAILER, EQUIPMENT, UTILITY, 3-10 TON

MINI TRACK LOADER

SKIDSTEER ATTACHMENT

VACUUM TRAILER, 120 BBL, BLACK IRON

70 BBL VACUUM TANKER TRUCK

HOSE, SUCTION & DISCHARGE, 2"

HOSE, SUCTION & DISCHARGE, 3"

HOSE, SUCTION & DISCHARGE, 4"

HOSE, SUCTION & DISCHARGE, 6"

HOSE, FIRE, 1.5"

HOSE, GARDEN

HOSE, HP PRESSURE WASH, 3/8" x 100'

FIRE NOZZLE

KAISER PREMIER ECO-CYCLER "GUZZLER" TANKER TRUCK

CAMEL MAX COMBINATION SEWER CLEANER VACUUM TRUCK

VACTOR/JETTER COMBO UNIT

"GUZZLER" VACUUM TANKER TRUCK

HOSE, GUZZLER FLEX, 4"

HOSE, GUZZLER FLEX, 6"

HOSE, GUZZLER HARD PIPE, 4"

HOSE, GUZZLER HARD PIPE, 6"

GUZZLER VACUUM BREAKER

GUZZLER/JETTER FITTINGS

POWER REWIND HOSE REEL

4,000 PSI JETTER TRAILER

SPECIALTY PIPE JETTING NOZZLE (TYPHOON 60)

PRESSURE WASHER

ROLL-OFF BIN, 20 CY

VACUUM ROLL-OFF BOX, 25 CY

GENERATOR

AIR COMPRESSOR

RIGID SEESNAKE STANDARD CAMERA

QUAD GAS METER

METER, PERSONAL, SINGLE/4-GAS

BLOWER

20,000 CFM DIESEL BLOWER

EXHAUST DUCTING, 25' X 24"

LIGHT, PORTABLE, EXPLOSION-PROOF

LIGHT, EXPLOSION PROOF, LED STRING, 10 LIGHTS

TRI-POD & WINCH
HARNESS/LANYARD
FALL ARRESTOR
BEAM CLAMPS / ANCHOR STRAPS
LADDER, EXTENSION
WADERS
FULL FACE RESPIRATOR
RADIO, UHF or VHF, PORTABLE
FLOATATION WORK VEST
TRAP BAGS COFFERDAM
WATER INFLATED COFFERDAMS (AQUADAM)
SUPPORT STATION, TABLES & CHAIRS
SUPPORT STATION, CANOPY
ROAD CLOSURE, CONES & DELINEATORS
ROAD CLOSURE, SIGNS
TOOLS, MECHANICAL SET
TOOLS, POWER, SMALL
TOOLS, HAND

RENTAL EQUIPMENT

PORTABLE TOILET
PORTABLE HANDWASH STATION
WATER FILLED JERSEY BARRIER
PORTADAM (RAIN FOR RENT)
TOWABLE GENERATOR, 36-40 Kw
"GUZZLER" VACUUM TANKER TRUCK
25 CY VACUUM BOX
12' X 25' SECONDARY CONTAINMENT
PUMP, 6" HYDRAULIC, 60 HP, 29 GPM
VORTEX HYDRAULIC PUMP
PIPE/PUMP HOSE & FITTINGS
PICKUP & DELIVERY, TOILET & HAND WASH
PICKUP & DELIVERY, PUMP & HYDRAULIC SYSTEM
VACUUM ROLL-OFF BOX, 25 CY

MATERIALS

LEVEL B-C PPE
TYVEK SUITS
TYVEK SUIT, POLY COATED
RAIN GEAR
NITRILE INNER GLOVES
NITRILE INNER GLOVES
NITRILE OUTER GLOVES
LEATHER GLOVES
BOOT, STEEL TOE, PVC/NITRILE
LATEX BOOTIES

N95 DUST MASK
RESPIRATOR, CARTRIDGE, MULTI-GAS
FACE SHIELD
PLASTIC SHEETING
PLASTIC BAG
DRUM LINER
5 GALLON PAIL
55 GALLON OT DRUM
CLEANER "SIMPLE GREEN"
BLEACH
HUDSON SPRAYER
KIDS POOL
COTTON RAGS
CORRUGATED PLASTIC TILE, SOLID, 6"
DUCT TAPE
CAUTION TAPE
POLY ROPE
SAND BAGS
REBAR 1/2 INCH
PLASTIC LINER
LIMESTONE
STRAW WATTLE
CONCRETE PATCH
SAMPLE SUPPLIES
ICE, 7 LB BAG
DRINKING WATER
EQUIPMENT FUEL (GASOLINE)
EQUIPMENT FUEL (DIESEL)
CATALYTIC EXHAUST PURIFIER

SUBCONTRACTORS

MAXIM CRANE WORKS

CRANE WITH MAN BASKET AND CRANE OPERATOR

NORCAL PIPELINE SERVICES

MOBILE TRACK CCTV SYSTEM

VACTOR JETTER TRUCK

OTHER NRCS VENDORS

EXPEDITED LABORATORY ANALYSIS, IF NEEDED



APPENDIX D

CASE STUDIES

PROJECT

City of National City

LOCATION

National City, CA

CUSTOMER

Geosyntec Consultants

DATES OF PERFORMANCE

Nov 11, 2024 – Nov 25, 2024

CONTRACT VALUE

\$100,000

CLIENT CONTACT

Chris Lieder | (619) 980-4558

PROJECT TEAM

Lance Klein, Project Manager

Jorge Cabrera, Safety Specialist

David Arquilez, Raul Ruiz, Lead Technicians



SUMMARY

NRC Environmental Services Inc. (NRCES) was contacted by Geosyntec Consultants to clean out three 60 inch storm drain pipelines, each 350 ft. in length, in the City of National City.

Homelessness and illegal dumping activity had caused major blockages and safety issues in a residential neighborhood. Challenges included traffic control, confined space entry, poor air-quality, and heavy lifting. NRCES obtained the required permit, prepared and discussed a site-specific health and safety plan (SSHSP) and reviewed our approach to the project. The project manager confirmed all personnel had the proper confined space entry training. A traffic control plan was implemented. Workers donned Self-Contained Breathing Apparatus (SCBA) and Level B Personal Protective Equipment (PPE). Workers then entered the storm drains to conduct cleaning activities.

Large items were removed by hand and transported for disposal using a UTV. A combination vactor-jetter truck, a "guzzler" truck, a 70 BBL vacuum truck, 25 CY vacuum boxes, and a pressure washing hose were used to clean the drains to a high standard of thoroughness, in accordance with the City's desired schedule. Approximately 100 tons of presumed non-hazardous waste solids was removed and disposed of safely.

PROJECT HIGHLIGHTS

- Permitted, confined space entry cleaning of three 60" storm drains in a residential neighborhood.
- Before & after CCTV inspections.
- Large volume of bulky waste and 100 tons of waste solids (sand/sediment/debris) safely removed and disposed of.
- Storm drains left in safe and clean condition.
- Customer fully satisfied with NRCES's response, communication, professionalism, cost-control, and overall service.



PROJECT

Pier B Street Underground Pipeline Cleaning

LOCATION

Pump Station 23, Port of Long Beach, CA

CUSTOMER

Port of Long Beach

DATES OF PERFORMANCE

March 16, 2021 – July 31, 2021

CONTRACT VALUE

\$2.8 Million

CLIENT CONTACT

Shannon Everson | (562) 254-6397

PROJECT TEAM

Luis Fukutake, Project Manager
Ray Sanchez, Supervisor
Other Long Beach Staff

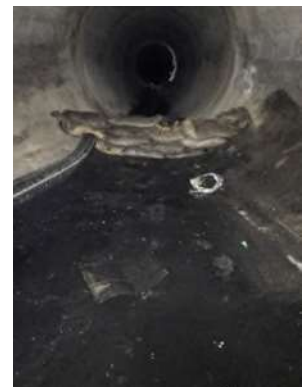


SUMMARY

NRC Environmental Services Inc. (NRCES) was contacted by our long-time customer the Port of Long Beach to clean out oil seepage residue in multiple underground pipelines varying in diameter from 36 to 72 inches.

Challenges included site access and traffic control, elevated safety risk, working simultaneously in confined spaces with a third party contractor hired to repair numerous leaking joints, schedule disruption due to rainfall, a demanding schedule, and demanding reporting requirements. NRCES developed a site-specific safety plan (for both contractors' work crews) and traffic plan. Two NRCES crews worked 7 days a week in two 6-hour shifts (one day, one night) to skim and remove oil and other residue using appropriate equipment and PPE (Level C). Each work crew included a CSE Supervisor, 2 CSE Rescue technicians, 1 CSE Attendant, 1 CSE entrant technician, and 1 CDL driver. Equipment used included vacuum trucks, 4-inch submersible pumps, 4-inch lay flat hoses, portable storage tanks, CSE rescue equipment, light towers and a generator.

Using vacuum trucks, over 400 barrels of oil and oily waste was transferred to portable holding tanks and transported every few weeks to an oil recycling facility. Every time it rained debris would enter the pipeline, causing a repeat cleaning. NRCES provided a daily report (day & night shifts) for activities, waste volumes, tank levels, etc. CCTV inspections were completed by the other contractor monthly or as directed by the Port. NRCES ensured the safety of all workers involved in the project. This challenging, four-month project was completed with zero safety incidents or property damage.



PROJECT HIGHLIGHTS

- Permitted, confined space entry cleaning of underground pipelines of varying sizes.
- Camera inspections
- Over 400 barrels of recovered oil recycled.
- Pipelines left in safe and clean condition.
- Customer very satisfied with NRCES's communication, professionalism, cost-control, and overall service.



10th Ave. Marine Terminal

San Diego, CA

Unified Port of San Diego

9/26/2020 -10/15/2020

\$250,000

George Liddle | (619) 876-8841

Lance Klein, Project Manager
David Arguilez, Superintendent
Raul Ruiz, Other San Diego Staff



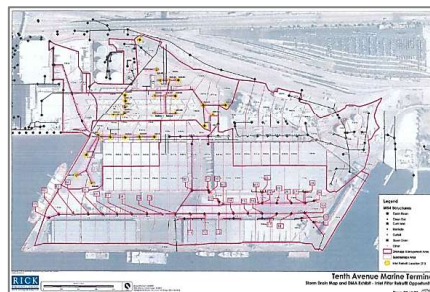
SUMMARY

NRC Environmental Services Inc. (NRCES) was contacted by the Port to provide emergency cleaning of 1,500 feet of various pipes ranging in size from 10 to 60 inches. A pipeline cleaning crew and appropriate equipment arrived at the project site within 48 hours. We prepared and discussed a site-specific health and safety plan (SSHSP), including obtaining a confined space entry permit, and reviewed our approach to the project.

Challenges included traffic control, poor air-quality, and scheduling which pipes could be cleaned and when, under tight deadlines. A traffic control plan was implemented, workers donned Self-Contained Breathing Apparatus (SCBA) and Level B Personal Protective Equipment (PPE), and close coordination with Port & City representatives ensured scheduling and timing for cleaning services was fully understood by all parties, so project work could commence safely.

A combination vacator-jetter truck, a "guzzler" truck, a 70 BBL vacuum truck, and 25 CY vacuum boxes were used to clean the pipes to a high standard of thoroughness in an efficient manner in accordance with the Port's desired schedule. Sediment levels in some pipes were significant, ranging from 6 inches in the smaller pipes to 30 inches in the 60 inch pipes.

All work was completed within the budget agreed to for the project.



PROJECT HIGHLIGHTS

- Emergency cleaning of different size pipes.
- Close coordination with Port on cleaning schedule.
- Before & after CCTV inspections.
- 100 cy of sediment & debris removed and disposed of.
- Pipes left in safe and clean condition.
- Customer fully satisfied with NRCES's communication, professionalism, cost-control, and overall service.





APPENDIX E

RESUMES

EXPERIENCE

NRC Environmental Services Inc.

1999-Present

Foreman, San Diego, CA

Mr. Arguilez has 23 years of experience in emergency response, tank and pipeline cleaning, and the demolition industry. HAZWOPER-certified, he is also an OSHA 30 trained supervisor and a Confined Space Rescue Supervisor. He has extensive experience in projects that include facility demolition, underground and aboveground storage tank (UST and AST) removals, power plant facility closures, and wastewater plant cleaning projects, as well as underwater vessel salvage, waste removal, and structure cleaning projects throughout southern California.

He has direct experience with construction processes involved in underground and above ground storage tank installations and removals, HDPE piping installations, and large UST tank pulls for clients in Los Angeles and San Diego counties.

He also has significant experience responding to a variety of major and minor spills on an emergency basis.

EDUCATION

Graduate, Mountain Empire High School, Pine Valley, CA

SPECIALIZED LICENSES/TRAINING/CERTIFICATIONS

- 40-hour OSHA HAZWOPER
- 8-hour OSHA Annual Refresher
- Asbestos Supervisor
- Bloodborne Pathogens
- Confined Space Entry and Rescue
- DOT Hazardous Materials Regulations DVR
- BNSF Training
- eRailsafe
- Lead Awareness
- LPS Training
- Roadway Worker Protection
- UPRR Safety

PROJECT EXPERIENCE

Just a few of the more recent & notable projects Mr. Arguilez has supervised are noted below.

Unified Port of San Diego – Emergency Response & Hazardous Waste Management, CA |
2012 - Present

Supervisor for storm drain cleaning services, as well as various spill clean-ups, including crime scenes and biohazardous cleanups in police vehicles, jail cells, and Port of San Diego parks and facilities. Assist with catch basin clean-ups, derelict vessel clean-ups, and hazardous waste management of the Port of San Diego's 90-day hazardous waste storage area.

Geosyntec – Emergency Response Services, San Diego County, CA | 2019 - Present

Foreman and equipment operator for storm drain assessments and cleanings (including many projects for the City of National City). Emergency road, rail, and waterway responses, including human and animal remains, petroleum and chemical spills, sewage spills, illegally dumped chemicals and containers, train accidents and derailments, and tanker rollovers.

City of Carlsbad – Hazardous Waste Transportation & Disposal, CA | 2021 - Present

Foreman and equipment operator for underground hydrocarbon clarifier cleanouts and storm drain assessments and cleanings. Scheduled removal and disposal of various hazardous and non-hazardous bulk waste events.

City of National City, City of Chula Vista, City of Coronado – Hazardous Waste Services, CA | 2021 - Present

Foreman and equipment operator for underground hydrocarbon clarifier cleanouts and storm drain assessments and cleanings. Various hazardous and non-hazardous bulk waste removal and disposal events.

City of San Diego – Wastewater, Storm Drain Cleaning Services, CA | 2021 - Present

Foreman and equipment operator for scheduled and emergency pumping services, including wet well clean-ups, skimming, hydro-blasting underground pipelines, hazardous and non-hazardous waste removal and transportation, vacuum truck bulk wastewater transportation and disposal, and underground tank cleanout services.

San Diego Gas & Electric (SDG&E),– Industrial Cleaning & Emergency Response Services, San Diego & Orange Counties, CA | 2021 – Present

Foreman and equipment operator for storm drain assessments and cleanings. Responsible for emergency service requests in San Diego and Orange Counties for transformer removal, vacuum truck services, utility vault pumping, line jetting, CCTV inspection, transformer oil recovery/removal, planned maintenance events, waste management, car contact emergency response, and miscellaneous special projects.

Caltrans - Emergency Response Services, San Diego, Orange & Imperial Counties, CA | 2008 – Present

Supervisor responsible for storm drain assessments and cleanings. Assist with several types of emergency spill cleanups inclusive of large & small-scale gasoline & diesel releases, tractor-trailer incidents, motor vehicle accidents, homeless camp removals, bloodborne pathogen responses, crime scene cleanups, waste management services, etc. located on/near State of California right of ways, freeways & highways.

EXPERIENCE

NRC Environmental Services Inc.

Jan 2023-Present

San Diego, CA

Mr. Cabrera has 17 years of experience managing and transporting hazardous waste. Since joining NRCS, he has gained significant experience supervising emergency responses, planned tank and pipeline cleaning services, and many other industrial cleaning and waste removal projects. HAZWOPER-certified, he is also a confined space rescue supervisor. He has extensive experience in emergency responses, industrial cleaning projects, site remediation work, confined space entry operations, tank cleaning/removal services, demolition activities and confined space atmospheric monitoring. He maintains transportation worker identification credentials (TWIC) and defense biometric identification system (DBIDS) registration.

Project experience includes extensive plant cleaning/maintenance, landfill leachate management, tank cleaning/removal, facility closure/demolition, sump/pit/trench cleaning, and waste management, profiling, and removal services throughout California. He also has significant experience with numerous major & minor emergency responses, involving chemical, petroleum, bio-hazardous materials, sewer/septic waste, shock sensitive/high hazard materials originating from large volume industrial spills, natural disasters (storms, fires, etc.), highway emergency response, homeless encampment cleanups, site development/re-development, and oilfield remediation.

Shephard Bros. La Habra, CA

2021-2023

Material Handler/Driver

Univar, Carson, CA

2017-2021

Material Handler/Waste Specialist

Old Dominion Freight Line, Long Beach, CA

2007-2017

Route Driver

EDUCATION

Genera Studies, Los Angeles Trade Technical, Los Angeles, CA

Graduate, Perris Lake High School, Perris, CA

SPECIALIZED LICENSES/TRAINING/CERTIFICATIONS

- 40 Hour HAZWOPER
- 8-Hour HAZWOPER Refresher
- HAZWOPER Respiratory Protection
- 8-Hour OSHA Site Supervisor
- TWIC
- Confined Space Entrant/Attendant/Rescue/Supervisor
- First Aid/CPR/AED
- Guzzler Operation
- Commercial Driver's License (CDL)

- Forklift Operator
- Bloodborne Pathogens
- Biometric Identification System
- Excavation/Trench Safety
- Lock-Out/Tag-Out
- DOT HM-181
- Hazard Communications
- Hazardous Waste Generator Training

PROJECT EXPERIENCE

Some of the more notable projects Mr. Cabrera has been involved in are described below.

Unified Port of San Diego – Emergency Response & Hazardous Waste Management, CA | 2020-Present

Emergency Response Manager for storm drain cleaning services, as well as various spill clean-ups, including crime scenes and biohazardous cleanups in police vehicles, jail cells, and Port of San Diego parks and facilities. Assist with catch basin clean-ups, derelict vessel clean-ups, and hazardous waste management of the Port of San Diego's 90-day hazardous waste storage area.

Geosyntec – Emergency Response Services, San Diego County, CA | 2019 - Present

Foreman and equipment operator for storm drain assessments and cleanings (including many projects for the City of National City). Emergency road, rail, and waterway responses, including human and animal remains, petroleum and chemical spills, sewage spills, illegally dumped chemicals and containers, train accidents and derailments, and tanker rollovers.

Seaworld Parks – Industrial Cleaning Services, San Diego, CA | 2019-Present

Quarterly underground water separator pipeline cleanings (to 400 feet long and 10 ft. by 10 ft. diameter). Above ground filtration tank cleanings. Waste removal and disposal.

City of National City, City of Chula Vista, – Hazardous Waste Services, CA | 2021-Present

Emergency Response Manager for underground hydrocarbon clarifier, storm drain, and pipeline assessments and cleanings. Haz and non-haz waste and homeless encampment cleanup events.

Twin Oaks Water Dept. – Industrial Cleaning Services, San Marcos, CA | 2002-Present

Technician, equipment operator, and confined space safety specialist for underground wet well cleanings using guzzler and vac trucks. Regular haz waste removal and disposal services.

San Diego Gas & Electric (SDG&E) – Industrial Cleaning & Emergency Response Services, San Diego & Orange Counties, CA | 2020–Present

Emergency Response Supervisor for storm drain assessments and cleanings, transformer removal, vacuum truck services, utility vault pumping, line jetting, CCTV inspection, transformer oil recovery/removal, planned maintenance events, waste management, car contact emergency response, and miscellaneous special projects.



EXPERIENCE

NRC Environmental Services Inc.

2008-2016; 2021-Present

Sr. Project Manager, San Diego, CA

2021-Present

Operations Manager, San Diego, CA

2008-2016

A U.S. Navy veteran, Mr. Klein re-joined NRCES in November 2021 as a Sr. Project Manager after working for Patriot Environmental Services for five years. He is NRCES's Responsible Managing Employee (RME) for our California Contractor's License, and a Certified Hazardous Materials Manager (CHMM) with over 30 years of experience managing a broad range of environmental projects, including: remedial cleanups, facility decontaminations, confined space entries, tank cleanings & removals, demolitions, marine services, waste management projects, and underground construction projects, as well as numerous major emergency responses, involving train derailments, tanker truck chemical/petroleum spills, and natural disaster cleanups.

He has extensive experience with line jetting, hydro-blasting, pipeline CCTV surveys, confined space entry/rescue, hydraulic hoist installation/removal, underground storage tank installation/removal, railroad response work, civil engineering & earthwork, highway emergency response, lab-packaging, high hazard/shock sensitive chemical response, oilfield work, methamphetamine/fentanyl response, NORM management, compressed gas cylinder management/response, bioremediation, soil & ground water treatment system installation, environmental consultation, site assessments, remedial/corrective action plan development, monitor well installation/development, sample collection, laboratory analysis, geological/hydrogeological investigations, wetland delineation, endangered/invasive species investigation, sediment recovery & remediation (dredging), and soil treatment. Detail-oriented and customer-focused, Mr. Klein is one of NRCES's most valued project managers.

Patriot Environmental Services

2016 - 2021

Operations Manager, San Diego, CA

EDUCATION

Two Years of Graduate Study MBA Curriculum, Saginaw Valley State University, Michigan
BS - Biology & Chemistry, Saginaw Valley State University, Michigan

SPECIALIZED LICENSES/TRAINING/CERTIFICATIONS

- Certified Hazardous Material Manager (CHMM)
- California Contractor's License RME
- Confined Space Entry & Rescue
- 40 Hour OSHA HAZWOPER
- 8-Hour HAZWOPER Refresher
- 8-Hour OSHA Site Supervisor
- Incident Command System 100, 200, 700, & 800
- Haz Mat Response Specialist

- Certified Storm Water Operator
- 40 Hour Haz Cat® Field Testing Course
- Roadway Worker Protection
- Asbestos Contractor/Supervisor
- Rail Tank Car Specialist
- Trench Rescue
- Rope Rescue I/II
- Basic Explosives Safety & Utilization
- Methamphetamine Lab/Chemistry
- Licensed Emergency Medical Technician (EMT-B)
- US Navy Second Class Diver & Radiation Worker

PROJECT EXPERIENCE

Just a few of the more recent & notable projects Mr. Klein manages are highlighted below.

Unified Port of San Diego – Emergency Response & Hazardous Waste Management, CA | 2021- Present

Project Manager for storm drain cleanings and various spill clean-ups, including crime scenes and biohazardous cleanups in police vehicles, jail cells, and port of San Diego parks and facilities. Assist with catch basin clean-ups, derelict vessel clean-ups, and hazardous waste management of the Port of San Diego's 90-day hazardous waste storage area.

Geosyntec – Emergency Response Services, San Diego County, CA | 2019 - Present

Project Manager for storm drain assessments and cleanings (including many projects for the City of National City). Emergency road, rail, and waterway responses, including human and animal remains, petroleum and chemical spills, sewage spills, illegally dumped chemicals and containers, train accidents and derailments, and tanker rollovers.

City of San Diego – Wastewater, Storm Drain Cleaning Services, CA | 2021 - Present

Project Manager for scheduled and emergency pumping services, including wet well clean-ups, skimming, hydro-blasting underground pipelines, haz and non-haz waste removal and disposal, vacuum truck bulk wastewater transportation and disposal, and underground tank cleanouts.

City of National City, City of Chula Vista, City of Coronado – Hazardous Waste Services, CA | 2021 - Present

Project Manager for underground hydrocarbon clarifier cleanouts and storm drain assessments and cleanings. Various hazardous and non-hazardous bulk waste removal and disposal events.

San Diego Gas & Electric (SDG&E), San Diego & Orange Counties, CA – Industrial Cleaning & Emergency Response Services, | 2021 – Present

Project Manager for storm drain assessments and cleanings and emergency responses in San Diego and Orange Counties for transformer removal, vacuum truck services, utility vault pumping, line jetting, CCTV inspection, transformer oil recovery/removal, planned maintenance events, waste management, car contact emergency response, and miscellaneous special projects.



EXPERIENCE

NRC Environmental Services Inc.

1998-2003; 2021-Present

Emergency Response Manager, San Diego, CA

2021-Present

Field Supervisor, San Diego, CA

1998-2003

Mr. Ruiz re-joined NRCES in October 2021 as an Emergency Response Manager after working for Patriot Environmental Services for the prior 17 years. He worked for Foss Environmental (NRCES's former name) from 1998 to 2003 and has over thirty (30) years of experience managing emergency responses, industrial cleaning projects, site remediation work, confined space entry operations, tank cleaning/removal services, demolition activities and COVID-19/bio-hazardous waste disinfections. He is HAZWOPER, OSHA 30-hour workplace safety, and confined space rescue trained, and maintains transportation worker identification credentials (TWIC) and defense biometric identification system (DBIDS) registration.

Project experience includes extensive wastewater plant cleaning/maintenance, line jetting, hydro-blasting, landfill leachate management, tank cleaning/removal, facility closure/demolition, sump/pit/trench cleaning, and waste management services throughout California.

He also has significant experience with numerous major & minor emergency responses, involving chemical, petroleum, COVID-19, bio-hazardous materials, sewer/septic waste, shock sensitive/high hazard materials originating from train derailments, clandestine laboratories, smuggling operations, natural disasters (*hurricanes, fires, etc.*), highway emergency response, homeless encampment cleanups, site development/re-development, and oilfield remediation.

Patriot Environmental Services

2004 - 2021

Project Manager/Dispatcher, San Diego, CA

EDUCATION

HS Diploma-General Studies, Hilltop High School; Chula Vista, CA

SPECIALIZED LICENSES/TRAINING/CERTIFICATIONS

- Certified Equipment Operator
- 40 Hour HAZWOPER
- 8-Hour HAZWOPER Refresher
- Confined Space Entrant/Attendant/Supervisor/Rescue
- Roadway Worker Protection
- eRailsafe Training
- BNSF Training
- Bloodborne Pathogens
- 8-Hour OSHA Site Supervisor
- Excavation/Trench Safety
- Lead/Asbestos Awareness
- Lock-Out/Tag-Out
- DOT HM-181
- Hazard Communications
- Hazardous Waste Generator Training
- First Aid/CPR/AED

PROJECT EXPERIENCE

Just a few of the more recent & notable projects Mr. Ruiz has been involved in are noted below.

City of San Diego Point Loma WWTP, South Bay WRP & North City WRP, San Diego, CA – Removal & Transport of Grit, Sludge, Scum & Storm Water from | 2021 – Present

Emergency Response Manager responsible for \$1M annual contract to perform planned maintenance operations at three (3) City of San Diego water treatment facilities (*Point Loma Wastewater Treatment Plant, South Bay Water Reclamation Plant & North City Water Reclamation Plant*). Maintenance efforts focused on cleaning of sedimentation basins, scum concentrators, grit tanks, digesters & associated piping, sludge blend tanks, channels, bar screens, feed pumps & piping, etc. Services included hydro-water blast systems (10,000-20,000 PSI), pressure washing (3,000-4,000 PSI), confined space entry & rescue, line jetting, tank cleaning, vacuum truck operations, CCTV pipeline inspection, trench & pit cleaning, waste management, etc.

San Diego Gas & Electric (SDG&E), San Diego & Orange Counties, CA – Industrial Cleaning & Emergency Response Services, | 2021 – Present

Emergency Response Manager responsible for emergency service requests in San Diego and Orange Counties for transformer removal, vacuum truck services, utility vault pumping, line jetting, CCTV inspection, transformer oil recovery/removal, planned maintenance events, waste management, car contact emergency response, and miscellaneous special projects. Work routinely includes storm drain assessments and cleanings.

Unified Port of San Diego – Emergency Response & Hazardous Waste Management, CA | 2021 - Present

Emergency Response Manager for various spill clean-ups. Assist with catch basin clean-ups, derelict vessel clean-ups, and hazardous waste management of the Port of San Diego's 90-day hazardous waste storage area. Work routinely includes storm drain assessments and cleanings.

City of San Diego – Wastewater, Storm Drain Cleaning Services, CA | 2021 - Present

Emergency Response Manager for emergency pumping services, including wet well clean-ups, skimming, hydro-blasting underground pipelines, hazardous and non-hazardous waste removal and transportation, vacuum truck bulk wastewater transportation and disposal, and underground tank cleanout services. Work routinely includes storm drain assessments and cleanings.

City of National City, City of Chula Vista, City of Coronado – Hazardous Waste Services, CA | 2021 - Present

Emergency Response Manager for scheduled removal and disposal of various hazardous and non-hazardous bulk waste and underground hydrocarbon clarifier cleanouts. Work sometimes includes storm drain assessments and cleanings.



APPENDIX F

COST/PRICE PROPOSAL

J. PRICING SCHEDULE

The estimated quantities provided by the City are not guaranteed. The quantities may vary depending on the demands of the City. Any variation for these estimated quantities shall not entitle the Contractor to an adjustment in the unit prices or to any additional compensation.

Proposers shall complete the Pricing Schedule in its entirety to be considered responsive to this RFP.

Proposers are required to submit their prices on the City's Pricing Schedule. Unit Price shall be based on the Unit of Measure as specified on the Pricing Schedule. Any changes to the Unit of Measure made by the Proposer may be cause for the proposal to be rejected as non-responsive.

Category Descriptions:

- LS = Lump Sum
- CY= Cubic Yard
- EA= Each
- AL= Allowance

Section A: Pipeline Cleaning

Item No.	Est. Qty.	Unit of Measure	Description	Unit Price	Extension (Est. Qty x Unit Price)
1.	1	LS	Mobilization & Demobilization	<u>\$54,070.00</u>	<u>\$ 54,070.00</u>
2.	350	CY	Pipeline Cleaning to Remove Approximately 350 cy of Settled Debris From the 84-Inch Pipe Jetted with High Velocity, High Volume Combination Jetter Truck; Filtering/Screening Debris Before Leaving Wetwell; Wetwell Cleaning; and Grit Chamber Cleaning	<u>\$1,276.00</u>	<u>\$446,600.00</u>
3.	350	CY	Pump Debris into Dewatering Bins, Drained and Tested and Hauled to Landfill; All Labor and Equipment for the Disposal of the Material Shall be Included	<u>\$403.00</u>	<u>\$141,050.00</u>
4.	1	LS	Design and Construct Cofferdam at 84-Inch Pipe Inlet (Design-Build) to		

			Divert Flow into 72-Inch Rose Canyon Trunk Sewer	<u>\$91,570.00</u>	<u>\$91,570.00</u>
5.	1	LS	Video Recording of Post Pipeline Cleaning Activities	<u>\$25,000.00</u>	<u>\$25,000.00</u>
6.	1	LS	Water Pollution Control Plan (WPCP)/Stormwater Pollution Prevention Plan (SWPPP) Development Plan	<u>\$5,000.00</u>	<u>\$5,000.00</u>
7.	1	LS	WPCP/SWPPP Implementation	<u>\$7,500.00</u>	<u>\$7,500.00</u>
Estimated Total for Section A:					<u>\$770,790.00</u>

Section B: Performance Bond

Item No.	Description of work	QTY	Total Price
1	Performance Bond	1	<u>\$2,872.00</u>

Section C: Miscellaneous

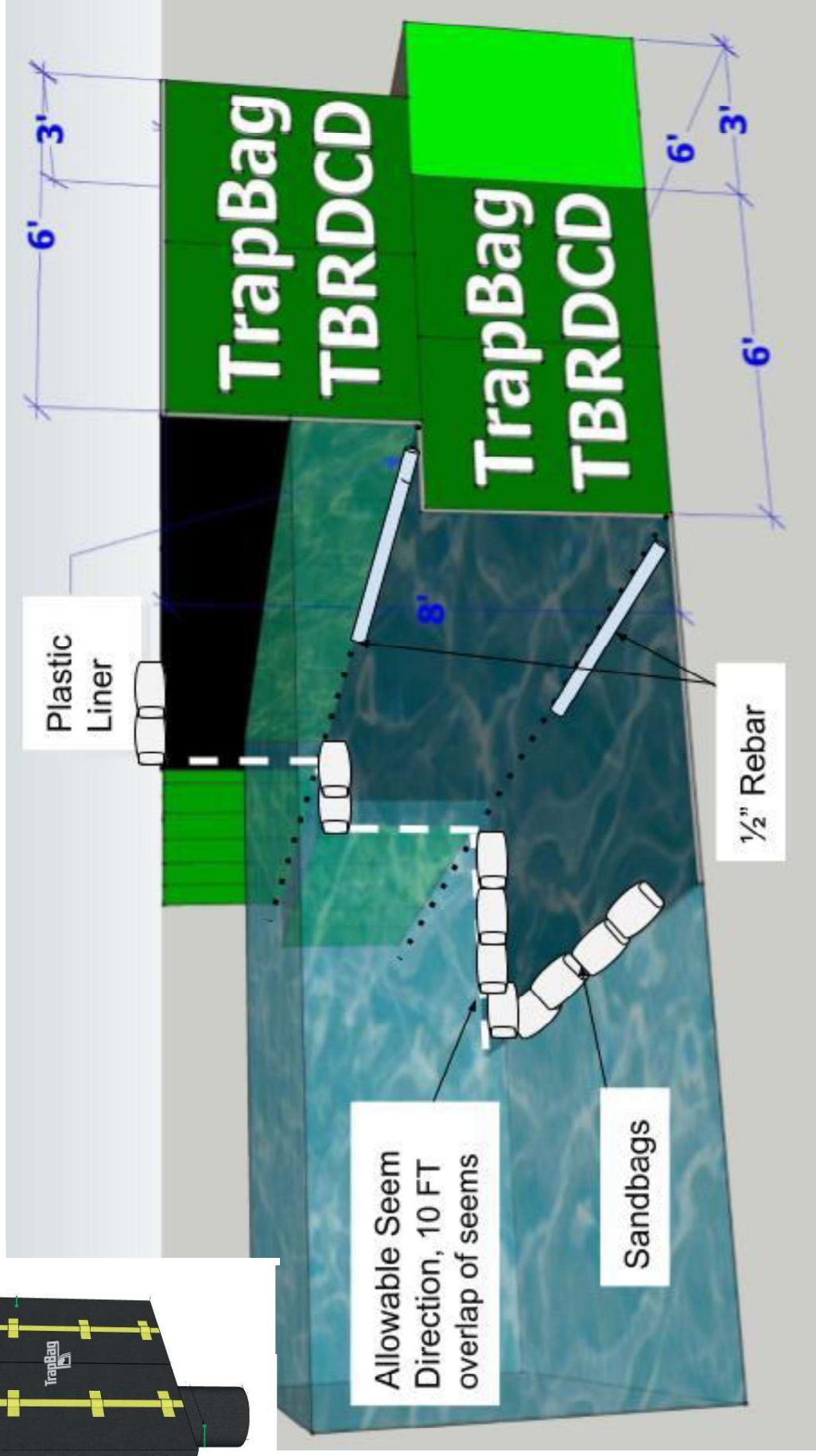
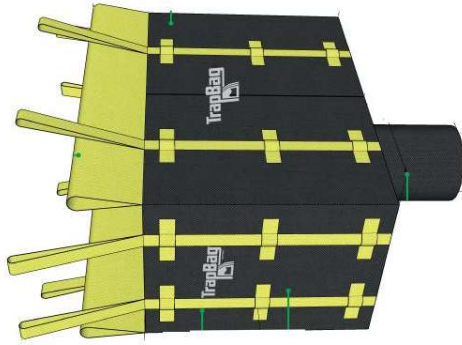
Item No.	Unit of Measure	Description of work	Total Price
1	AL	Additional Services For Unforeseen Condition, To Be Used For Work Related in Section "A"	\$100,000.00
2	AL	Utility Allowance To Be Used For Work Related In Section "C"	\$100,000.00

Estimated Total Contract Value: \$973,662.00
(Sections A + Section B + Section C)



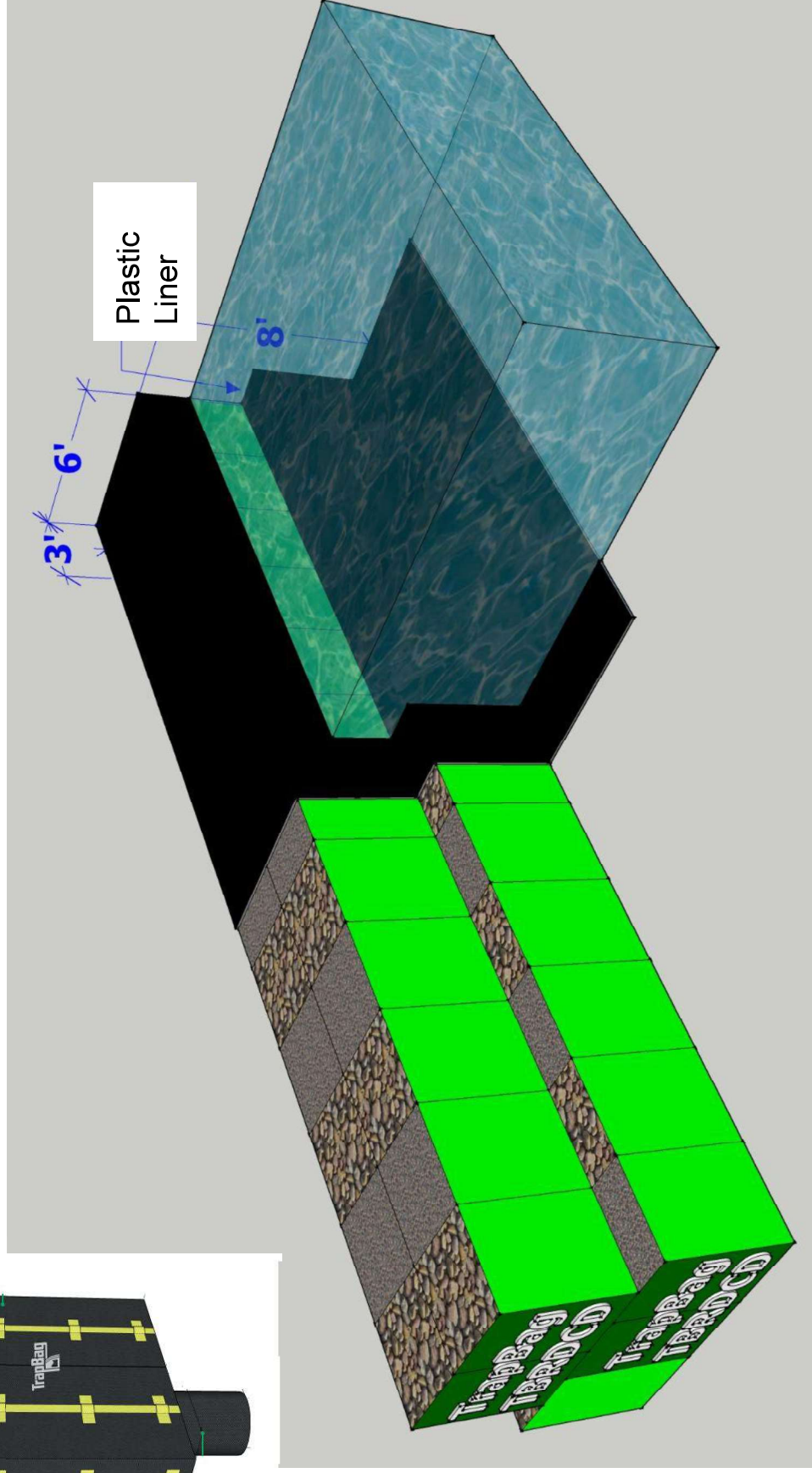
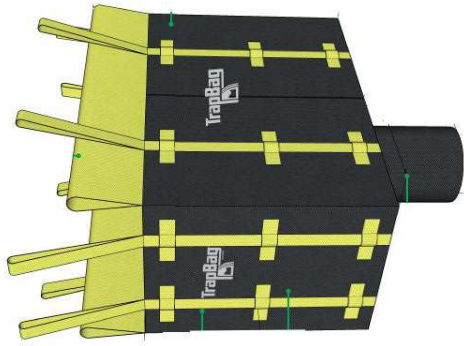
APPENDIX G

COFFERDAM DRAWINGS & SPECS



Cofferdam Configuration

Model: TBRDCD120-4FT



Cofferdam Configuration

Model: TBRDCD120-4FT

Shade Services Inc.

CONSTRUCTION MANAGEMENT SERVICES

PO BOX 294, FORT OGDEN, FLORIDA 34267

Cofferdam Stability Analysis

TEMPORARY COFFERDAM DESIGN

Design Criteria

TrapBag © Model: TBRCD 120

FILL:

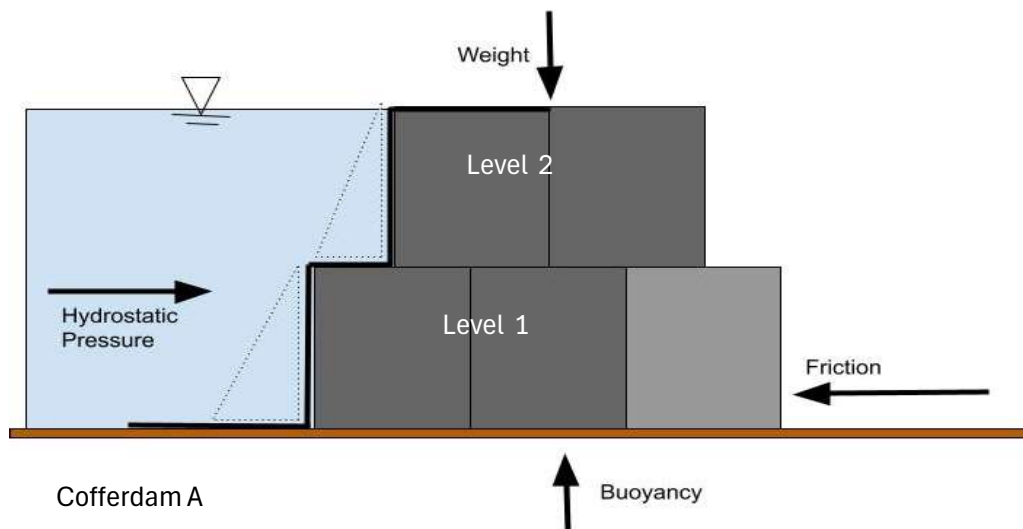
KY #9 Limestone	100	PCF
KY #57 Limestone	100	PCF



Cofferdam

Bulk bags to be filled with crushed limestone that is capable of retaining up to 8 ft. (max.) of head water in the tailwater retreat channel.

	Configuration	
	Level 1 & 2	Level 2 only
F, Hydrostatic Force, lbf	1997	499
R, Friction, lbf	3000	1200
R/F Ratio	1.5	2.4
Pass/Fail	PASS	PASS



Cofferdam Stability Analysis Lined Cofferdam

Stability Evaluation of Level 1 and 2

Trapbag TBRDCD

Trap Bag Paramaters

Width	3 FT
Length	6 FT
Height	4 FT

Trap Bag Configuration

Layer 1	1.5 Trap Bag Lengths
Layer 2	1 Trap Bag Lengths

Parameters

KY #9 Limestone 100 PCF

KY #57 Limestone 100 PCF

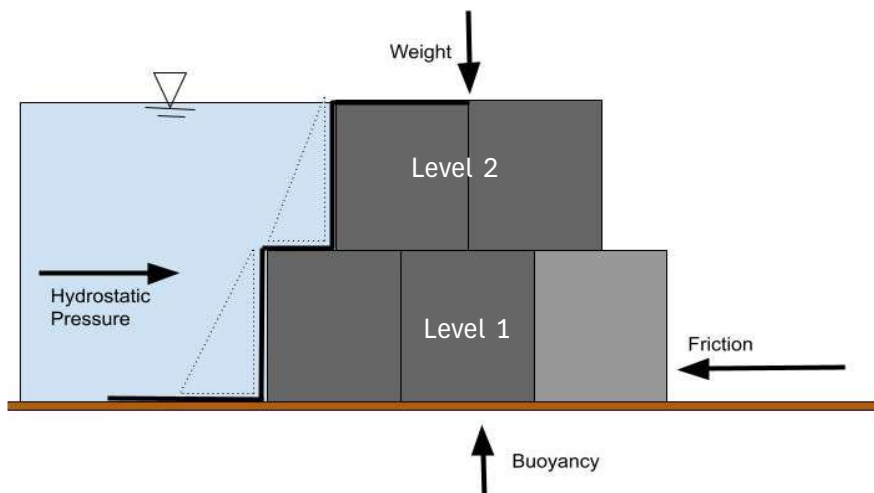
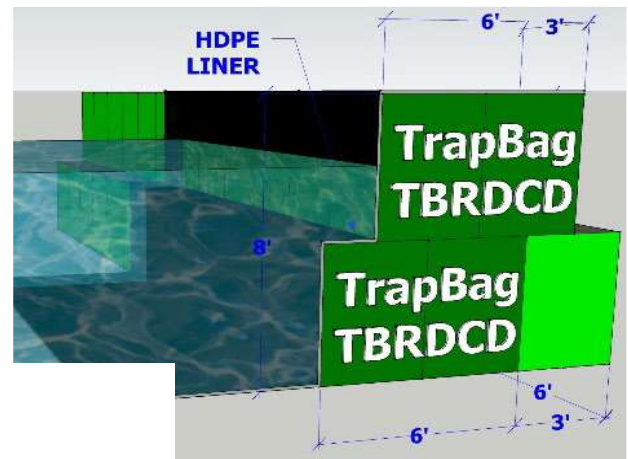
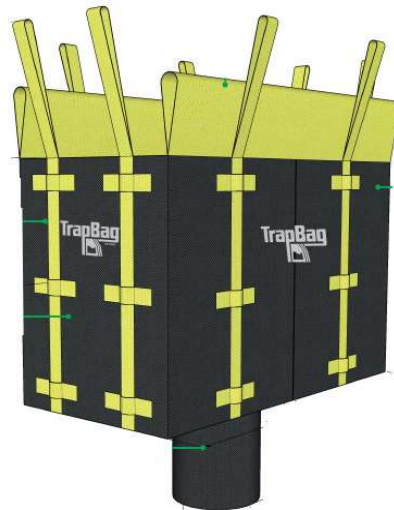
Friction Coefficient: 0.5
(Clean fine sand, silty or clayey fine to medium sand)

Dimensions per Linear Foot of trap bag

		Level 1	Level 2	Total
Height	FT	4	4	
Base	FT	9	6	
Width	FT	1	1	1
Volume	CF	36	24	60

Project Information

TEMPORARY COFFERDAM DESIGN



Force Calculations are per Linear Foot

Hydrostatic Force					
Water height	8 FT				
Specific Weight	62.4 lb/FT ³				
<i>Average Hydrostatic Pressure = specific weight x depth avg</i>				PSF	
<i>Hydrostatic Force = AVG Hydrostatic Pressure x Area</i>				lb force	
		Level 1	Level 2	Total	
Average Height	FT	6	2		
Avg Hydrostatic Pressure	PSF	374.4	124.8		
Area	FT	4	4		
Hydrostatic Force	lb force	1497.6	499.2	1,997	lb force

Bouyancy					
<i>Bouyancy = Volume displace * Specific Weight</i>				<i>Completely Dry</i>	
		Level 1	Level 2	Total	
Volume Displaced	CF	0	0	0	
Bouyancy				-	lb force

Weight					
<i>weight = lbs/CF x Total Volume</i>					
		Level 1	Level 2	Total	
Total volume	CF	36	24	60	
Material					
KY #9 Limestone	PCF	100		6,000	lb force
KY #57 Limestone	PCF	100		6,000	lb force

Friction					
<i>Friction = Normal Force x friction Coefficient</i>					
<i>Normal Force = Weight - Bouyancy</i>					
Normal Force					
KY #9 Limestone		6,000	3,000	lb force	
KY #57 Limestone		6,000	3,000	lb force	

External Strability Analysis					
<i>Analyze: Friction > Hydrostatic Force</i>					
	Friction	Hydro static	NET	Factor	Analysis
KY #9 Limestone	3,000	1,997	1,003	1.5	PASS
KY #57 Limestone	3,000	1,997	1,003	1.5	PASS

Cofferdam Stability Analysis Lined Cofferdam

Stability Evaluation of Level 2

Trapbag TBRDCD

Trap Bag Parameters

Width	3 FT
Length	6 FT
Height	4 FT

Trap Bag Configuration

Level	1.5 Trap Bag Lengths
Level	1 Trap Bag Lengths

Parameters

KY #9 Limestone 100 PCF

KY #57 Limestone 100 PCF

Friction Coefficient: 0.5
(Clean fine sand, silty or clayey fine to medium sand)

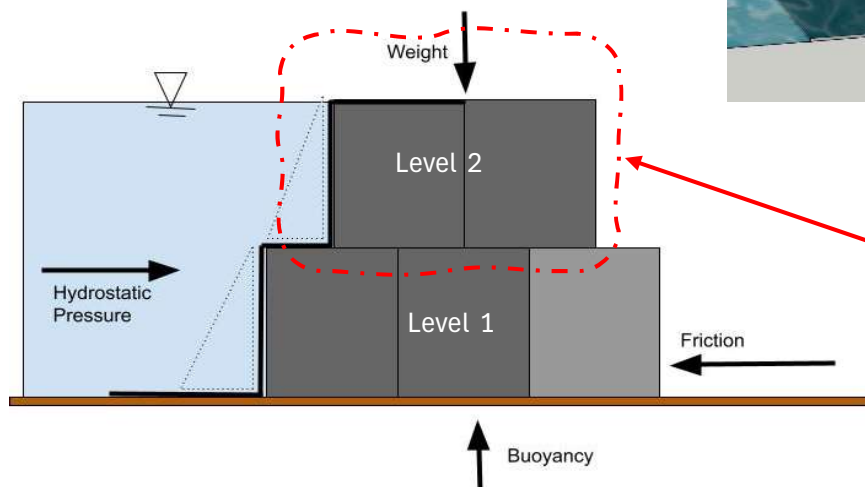
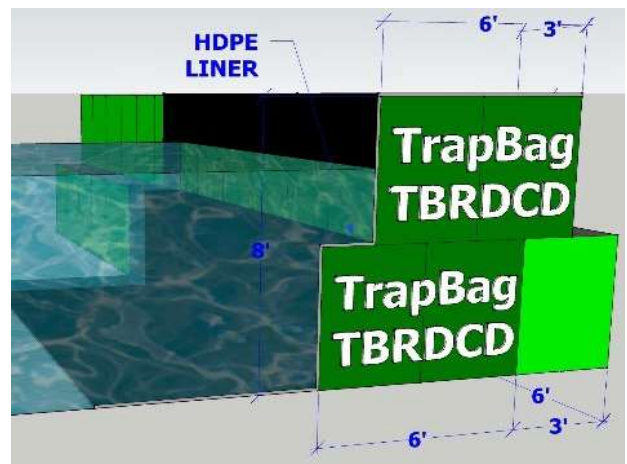
Dimensions per Linear Foot of trap bag

		Level 1	Level 2	Total
Height	FT	4	4	
Base	FT	9	6	
Width	FT	1	1	1
Volume	CF	36	24	60

Project Information

TEMPORARY COFFERDAM DESIGN

Stability Calculation of Level 2 of Cofferdam configuration



Considering forces only on Level 2 and its stability isolated from the complete configuration.

Force Calculations are per Linear Foot

Hydrostatic Force					
Water height	8 FT				
Specific Weight	62.4 lb/FT^3				
<i>Average Hydrostatic Pressure = specific weight x depth avg</i>				PSF	
<i>Hydrostatic Force = AVG Hydrostatic Pressure x Area</i>				lb force	
		Level 1	Level 2	Total	
Average Height	FT		2		
Avg Hydrostatic Pressure	PSF		124.8		
Area	FT		4		
Hydrostatic Force	lb force	0	499.2	499	lb force

Bouyancy					
<i>Bouyancy = Volume displace * Specific Weight</i>				<i>Completely Dry</i>	
		Level 1	Level 2	Total	
Volume Displaced	CF	0	0	0	
Bouyancy				-	lb force

Weight					
<i>weight = lbs/CF x Total Volume</i>					
		Level 1	Level 2	Total	
Total volume	CF		24	24	
Material					
KY #9 Limestone	PCF	100		2,400	lb force
KY #57 Limestone	PCF	100		2,400	lb force

Friction					
<i>Friction = Normal Force x friction Coefficient</i>					
<i>Normal Force = Weight - Bouyancy</i>					
Normal Force					
KY #9 Limestone			2,400	1,200	lb force
KY #57 Limestone			2,400	1,200	lb force

External Strability Analysis					
<i>Analyze: Friction > Hydrostatic Force</i>					
	Friction	Hydro static	NET	Factor	Analysis
KY #9 Limestone	1,200	499	701	2.4	PASS
KY #57 Limestone	1,200	499	701	2.4	PASS



Contract - RFP 10090198-25-H NCWRP 84-Inch Pipeline Cleaning - 5-28-25

Final Audit Report

2025-05-29

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Transaction ID:	CBJCHBCAABAAQIHXPYGzF7eeacuupOOZui7elRTOZixm

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-  Signer gburns@republicservices.com entered name at signing as Gary Burns
2025-05-29 - 7:18:06 PM GMT- IP address: 163.116.251.124
-  Document e-signed by Gary Burns (gburns@republicservices.com)
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Contract - RFP 10090198-25-H NCWRP 84-Inch Pipeline Cleaning - 7-17-25

Final Audit Report

2025-07-21

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