



**Invitation to Bid (ITB) for
Removal and Transport of Stockpiled Soil at South Chollas Landfill**

ADDENDUM B

Solicitation Number:	Bid No. 10089799-21-B
Solicitation Issue Date:	March 12, 2021
Pre-Bid Conference:	March 19, 2021 @ 10:00 a.m. South Chollas Landfill 6000 Block of College Dr. San Diego, CA 92105
Questions and Comments Due:	March 23, 2021 12:00 p.m.
Bid Due Date and Time (“Closing Date”):	April 12, 2021 @ 3:00 p.m.
Contract Terms:	This Contract shall be effective until completion of the Scope of Work, as defined in Article I, Section 1.2 of the City’s General Contract Terms and Conditions.
City Contact:	Beverly Asbill-Gumbs, Supervising Procurement Contracting Officer 1200 Third Avenue, Suite 200 San Diego, California 92101 BAskillGumbs@sandiego.gov (619) 236-5923
Submissions:	Bidder is required to provide two (2) originals* and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein. Completed and signed ITB signature page is required, with most recent addenda listed as acknowledgement of all addenda issued.

Note: Emailed submissions will not be accepted.

CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10089799-21-B, Removal and Transport of Stockpiled Soil at South Chollas Landfill

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10089799-21-B, Removal and Transport of Stockpiled Soil at South Chollas Landfill (Contractor).

RECITALS

On or about 3/12/2021, City issued an ITB to prospective bidders on goods and services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

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

City wishes to retain Contractor to provide removal and transport of stockpiled soil as further described in the Scope of Work, attached hereto as Exhibit B. (Goods and 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 Goods and 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 Goods and Service.

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

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be effective until completion of the Scope of Work beginning on the Effective Date. 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 \$ 927,175.00. *(The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance. In no case shall the not to exceed amount exceed \$3,000,000 without prior City Council authorization).*

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 By submitting a response to this ITB, 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 Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the ITB, 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 document highest in the order of precedence controls. 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 The Contract
- 2nd The ITB and the City's written acceptance of any exceptions or clarifications to the ITB, if any
- 3rd Contractor's Pricing

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.

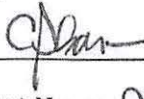
IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Io Environmental and Infrastructure, Inc.
Bidder

BY:



2840 Adams Ave., Ste. 301
Street Address

Print Name: Claudia C. Barca
Director
Purchasing & Contracting Department

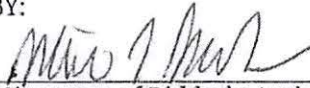
San Diego
City

June 15, 2021
Date Signed

619-280-3278
Telephone No.

ericm@iosdv.com
E-Mail

BY:



Signature of Bidder's Authorized
Representative

Michael J. Bilodeau
Print Name

CEO
Title

12 April 2021
Date

Approved as to form this 19th day of

July, 2021.
MARA W. ELIOTT, City Attorney

BY: Nicole M. Denow
Deputy City Attorney

EXHIBIT A
INSTRUCTIONS AND BID REQUIREMENTS

A. BID SUBMISSION

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

1.1 Reserved.

1.2 Paper Bids. The City will accept paper bids in lieu of eBids. Paper bids 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 bids will not be accepted.

1.3 Bid Due Date. Bids must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed bids will not be accepted.

1.4 Pre-Bid Conference. Pre-bid conference information is noted on the eBidding System.

1.4.1 Bidders are required to attend the pre-bid conference. Bidder's failure to attend will result in disqualification.

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 bidders who are on record as having received this ITB via its eBidding System. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

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

2. 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 bidder, if any. The bidder must present written factual or legal justification for any exception requested to the Scope of Work, Contract, or the Exhibits. 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

bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.

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

2.10 Reserved

2.11 Reserved

3. **Bid Review.** Bidders are responsible for carefully examining the ITB, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

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

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 bidder 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.** Bidder shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the bid.

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. Bidder 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 bidder offers an item of a manufacturer or vendor other than that specified, the bidder 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 bidder'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. Bidder is responsible for verifying all prices and extensions before submitting a bid.

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

7.2 Bid Modification or Withdrawal of Bid After Bid Opening. Any bidder who seeks to modify or withdraw a bid because of the bidder's inadvertent computational error affecting the bid price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The bidder 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 bidder to prove the inadvertent error. If, as a result of a bid modification, the bidder is no longer the apparent successful bidder, the City will award to the newly established apparent successful bidder. The City's decision is final.

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

9. Public Records. By submitting a bid, the bidder acknowledges that any information submitted in response to this ITB 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 bidder 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 bidder 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 bidder 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 bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the bidder's obligation to defend, at bidder'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 bidder's request. Furthermore, the bidder 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 bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access bidder'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, and include any other costs required to provide the requirements as specified in this ITB.

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 bids.

3. Escalation. An escalation factor is not allowed unless called for in this ITB. If escalation is allowed, bidder must notify the City in writing in the event of a decline in market price(s) below the bid price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the bidder 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 bid, 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. BID OPENING. All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bid results will be announced in the presence of those attending. The name of the project will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

D. EVALUATION OF BIDS

1. **Low Bid Award.** A contract will be awarded to the lowest responsible and responsive bidder.
2. **Additional Information.** The City may require bidder to provide additional written or oral information to clarify responses.
3. **Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.
4. **Waiver of Defects and Technicalities.** The City may waive defects and technicalities in bids when to do so is in the City's best interests.
5. **Rejection of All Bids.** The City may reject any and all bids when to do so is in the City's best interests.

E. ANNOUNCEMENT OF AWARD

1. **Award of Contract.** The City will inform all bidders of its intent to award a Contract in writing.
2. **Obtaining Bid Results.** Bid results may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the eBidding System; or (3) visiting the P&C eBidding System to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid 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 bidders. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

F. 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 bidders 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.

G. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD. The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award 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.** All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.

4. **Reserved.**

5. **Reserved.**

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

**EXHIBIT B
SCOPE OF WORK**

A. BID SPECIFICATIONS. The City of San Diego Environmental Services Department (City) is soliciting bids for loading, transporting, and offloading approximately 65,875 tons of stockpiled soil from the South Chollas Landfill to the Miramar Landfill, as more fully described herein (Project). Bidder shall provide all equipment, labor, and materials necessary to fully execute the scope of work. Bidder shall prepare and implement a Project-specific Storm Water Pollution Prevention Plan (SWPPP), obtain a SWPPP Construction General Permit with the State Water Resources Control Board (SWRCB), and pay SWPPP permit fees.

Bidder shall adhere to the following completion timelines:

1. Submit Worker Health and Safety Plan and Community Health and Safety Plan (Section I) to ESD within 10 Working Days of Notice to Proceed (NTP);
2. Submit SWPPP to SWRCB (Section F.1) within 10 Working Days of NTP; and
3. Complete Loading, Transporting, and Offloading of all stockpile soil (Section F.4) within **60 Working Days** of approval by the City Solid Waste Local Enforcement Agency (LEA) and Regional Water Quality Control Board (RWQCB) of the Community Health and Safety Plan, Issuance of the Notice of Intent (NOI) by the RWQCB for the submitted SWPPP and payment of Permit Fees, and issuance of APCD Mitigation Measures (whichever is latest).

B. SERVICE LOCATIONS

1. **South Chollas Landfill**
6000 Block of College Grove Drive
San Diego, CA 92105

The location of the access gate off College Grove Drive, route for site ingress/egress, and approximate location and limits of the soil stockpile are depicted in **Figure 1**.

2. **Miramar Landfill**
5180 Convoy Street
San Diego, CA 92111

All loads transported from South Chollas Landfill shall be received and weighed at Miramar Landfill's entry scales and offloaded in an area to be designated by the City adjacent to the landfill's active tipping deck, approximately **2.5 miles** beyond the entry scales.

C. MANDATORY PRE-BID CONFERENCE AND SITE INSPECTION. Bidders are required to attend the mandatory pre-bid conference and mandatory site inspection which will be held at the South Chollas Landfill. Bidders shall meet at the access gate (**Figure 1**) and be escorted by the City's representative to the work location. Failure to attend the mandatory pre-bid conference and mandatory site inspection shall result in the rejection of the bidder's bid submittal as non-responsive.

Due to COVID-19, a limit may be placed on the number of attendees per vendor permitted at the South Chollas Landfill. Plan to designate one employee per vendor to attend the site inspections.

In accordance with the San Diego County Public Health Order (effective July 7, 2020) and required by the California Department of Public Health Face Covering Guidance issued on June 18, 2020, all personnel attending the mandatory pre-bid conference and site inspection are required to wear a face mask at all times during the conference and site inspections. Face coverings includes masks (purchased or homemade), bandanas, scarves and neck gaiters and must cover both the nose and mouth.

A site visit to the Miramar Landfill will not be required, but Bidders may request a visit by contacting the contracts Technical Representative.

D. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER. Per Section II.A.9:

	Registration No.	Expiration Date	Name
DIR Registration No.	1000001765	06/30/2021	IO Environmental & Infrastructure, Inc.

E. LICENSES. To perform the work described in this solicitation, bidders must currently hold at least one of the following State of California Department of Consumer Affairs Contractors State License Board: Class A (General Engineering Contractor), B (General Building Contractor), or C-12 (Specialty - Earthwork and Paving Contractor).

	License Number	Expiration Date	Name
State of California General Engineering Contractor's License	Class: A License No.: 957419	02/28/2023	IO Environmental & Infrastructure, Inc.
State of California General Building Contractor's License	Class: License No.:		
State of California Specialty - Earthwork and Paving Contractor's License	Class: License No.:		

Any bidder 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 bidder, in writing, of its decision prior to the bid closing. The City's decision is final.

F. REMOVAL AND TRANSPORT OF STOCKPILED SOIL SERVICES REQUIREMENTS

This section describes the services required in the contract awarded through this ITB.

1. **SWPPP Development:** Prepare a Project-specific Storm Water Pollution Prevention Plan (SWPPP), submit it to the SWRCB via SMARTS, and obtain approval of the Notice of Intent application with the issuance of a Waste Discharge Identification (WDID) number for the Project for coverage under the Construction General Permit.
2. **SWPPP Implementation:** Provide all equipment, labor, and materials required to install and maintain all SWPPP-specified Best Management Practices (BMPs) related to work activities at South Chollas Landfill, perform required SWPPP inspections and recordkeeping, evaluate and make necessary adjustments to the SWPPP and BMPs throughout the duration of the Project, and remove SWPPP BMPs upon completion of the Project.
3. **SWPPP Permit Fee (EOC Type I):** The City has established an allowance on the pricing page to cover the cost of the SWPPP Permit Fee. Payment by the City to the Bidder will be for the actual SWPPP Permit Fees levied by the SWRCB for issuance of the SWPPP General Permit. Bidder is not entitled to payment of any remaining portion of the bid item allowance beyond the SWRCB invoiced amount. No site work shall be performed by the Bidder until the SWRCB has approved the Notice of Intent application and issued a WDID# for the Project.
4. **Load, Transport, and Offload Stockpiled Soil:** Provide all equipment, labor, and materials required to load stockpiled soil at the South Chollas Landfill, transport soil to the Miramar Landfill, and offload the soil at the active tipping area. Limits of soil to be loaded will be identified by the City in the field as work progresses. Stockpiled soil occupies a footprint of approximately 8.2 acres, of varying thickness, and is generally described as a silty-sand material. A copy of a Site Investigation Report documenting conditions of the stockpiled soil is provided for reference in **Attachment A**.

G. PROJECT OVERSIGHT. The Bidder shall provide continuous monitoring and oversight of operations at the South Chollas Landfill to ensure loading operations are performed within limits specified by the City, that manifests are being issued as specified, that the SWPPP is being properly followed, and that existing site improvements (landfill cover and landfill gas wells) are being monitored and protected from damage.

A City representative will remain on-site at the South Chollas Landfill during all loading and hauling operations to provide confirmation to the Bidder of limits of soil to be loaded for export and to review and sign all manifests prior to hauling to the Miramar Landfill.

H. DUST AND SEDIMENT TRACKING CONTROL. Bidder shall provide and utilize a water truck, and implement any other necessary measures, at the worksite and ingress/egress routes to prevent the generation of fugitive dust emissions at South Chollas Landfill throughout the duration of the Project. Bidders are responsible for obtaining a City fire hydrant water meter in accordance with the City's Fire Hydrant Meter Program (DI 55.27) and for paying all costs associated with bidder's water usage. All costs associated with bidder's water usage shall be included in the bid price for SWPPP Implementation.

Information related to the Fire Hydrant Meter Program may be viewed by clicking the following link to the City's Public Utilities website.

<https://www.sandiego.gov/public-utilities/permits-construction/construction-and-development/water/fire-hydrant-meter#:~:text=The%20Fire%20Hydrant%20Meter%20%28or%20Construction%20Meter%29%20Program,staff%20on%20a%20monthly%20basis%20for%20billing%20purposes>

Bidder shall provide and utilize sediment tracking controls (such as stabilized construction entrances), a street sweeper, and any other necessary measures, to prevent the tracking and accumulation of sediment on public roadways.

Dust control and street sweeping measures shall be fully described in the SWPPP, and Bidder shall ensure that compliance is continuously monitored.

I. HEALTH AND SAFETY PLAN. Bidder shall prepare and submit a Community Health and Safety Plan to the City. The City will submit these plans to the LEA and the RWQCB for review and approval. The plans must address health and safety measures to be taken for all work activities to be undertaken on the Project. Bidders are advised that decomposing refuse produces landfill gas which is approximately 50% methane by volume. Landfill gas is colorless, can be odorless, may contain hydrogen sulfide, is combustible, and contains no oxygen. Landfill gas can also migrate through soil to the atmosphere. Precautions against fire, explosion, and asphyxiation must be taken when working on or near the landfill. The plans must address these issues. Work cannot begin until the LEA and RWQCB have approved the Bidder's Health and Safety Plans. Cost for development and implementation of the Health and Safety Plans shall be considered part of the Bidder's general Project costs and will not be paid separately.

To facilitate this effort, the City will provide the Bidder with copies of existing Worker Health and Safety Plan and Community Health and Safety Plan documents that have been approved for prior work related to the stockpiled soil. Bidder will need to prepare plans specific to bidder's proposed work and bidder's applicable workforce.

J. APCD MITIGATION MEASURES. Prior to the start of work, the City will submit a request to the County of San Diego Air Pollution Control District (APCD) for issuance of Mitigation Measures to be followed related to the project. The City does not anticipate that any buried refuse will be encountered related to work activities and, therefore, it is unlikely that corrective action measures will need to be taken or implemented. Work cannot proceed until the City has received the Mitigation Measures that have been approved by the APCD.

K. MIRAMAR LANDFILL REQUIREMENTS

1. All loads shall be transported using Super 10 dump trucks.
2. Soil deliveries to the Miramar Landfill shall be limited to a maximum of 150 loads per working day.
3. All loads shall be delivered to the Miramar Landfill entrance on Convoy Street and weighed at the entry scales. Manifests shall be presented to fee booth staff, as described in Section L.

4. All loads shall be offloaded in an area to be designated by the City adjacent to the landfill's active tipping deck, approximately 2.5 miles beyond the entry scales.
 5. Although Miramar Landfill's working hours are 7 am-4 pm Monday-Friday, excluding City Holidays, soil deliveries shall only be accepted at the Miramar Landfill between 7 am-2 pm Monday-Friday, excluding City holidays.
- L. **MANIFESTING OF LOADS.** Bidder shall generate a manifest for each load of soil generated at the South Chollas Landfill. Each manifest shall be presented to the City's representative for review and signoff at South Chollas Landfill prior to departing the site. Among other required information, manifests shall include the date and time of departure, name of the trucking company, truck number, and driver name. Manifests shall be kept with the drivers during transport and presented to City staff at the Miramar Landfill scales for weighing of each manifested load on the same day the load is generated. Landfill Fee Booth staff will maintain possession of all manifests and provide them to the City's Project Manager for verification and contract payment purposes. Bidders may utilize carbon-form manifests if they wish to maintain duplicate copies; however, originals must be relinquished to the City at the Miramar Landfill scales to ensure proper tracking and processing of payment. Payment will be made by the City at contract unit prices multiplied by the tonnage measured at the Miramar Landfill scales.
- M. **DISPOSAL FEE.** The City will waive disposal fees (tipping fees, franchise fees, and AB939 fees) for all manifested Project soil transported to the Miramar Landfill from the South Chollas Landfill export site.
- N. **PROTECTION OF EXISTING SITE IMPROVEMENTS AT CHOLLAS LANDFILL**
1. The stockpile soil is located over an existing earthen landfill cover. Bidder shall perform work in a manner that does not cut into or remove the underlying cover. The stockpile soil is visually distinct from the underlying landfill cover and exhibits distinct physical characteristics (stockpile soil is silty sand vs. compacted low permeability soil in the underlying cover and there is a thin lens of residual organic material between the stockpiled soil and underlying cover).
 2. There are five (5) existing landfill gas extraction wells located within the stockpile limits. These wells will be identified and marked by the City prior to the start of work, and Bidder shall protect these wells in place throughout the duration of the Project.
 3. There is one (1) existing survey monument located immediately East of the stockpile limits. This monument will be identified and marked by the City prior to the start of work, and Bidder shall protect this monument in place throughout the duration of the Project.
 4. The Bidder shall be responsible for the full cost of repairing or restoring any damage to existing site improvements resulting from the performance of Bidder's work. The Bidder shall indemnify the City against all claims, injury, and damages that occur as a result of any damage to the site improvements that result from the Bidder's work.

O. SITE RESTORATION. The City will perform final grading and site restoration activities at the South Chollas Landfill following the completion of Bidder's loading and hauling operations. Following completion, Bidder shall be responsible for removing any construction stormwater BMPs installed as part of the Project. The City may opt to direct Bidder to leave BMPs in place, at which time, the City would assume responsibility for maintenance and future removal at City's expense.

P. LIQUIDATED DAMAGES. The City and the Contractor recognize that "Time is of the Essence" for this contract, and that the City will suffer financial loss if the work is not completed within the time specified below. They also recognize that it is difficult and impractical to determine the actual loss suffered by the City if the work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the following amount to the City: ONE THOUSAND DOLLARS (\$1,000) per day for every calendar day beyond the time specified in Section A, Item 3 that the work described in this scope of work remains incomplete.

Q. Reserved.

R. TECHNICAL REPRESENTATIVE. The Department Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

**EXHIBIT D
WAGE REQUIREMENTS**

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. 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.

S. PRICING SCHEDULE. The estimated quantities provided by the City are not guaranteed. The quantities may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the Contractor to an adjustment in the unit price or to any additional compensation.

Bidders shall complete the pricing schedule in its entirety to be considered responsive. Unit prices shall be based on the Unit of Measure (U/M) as specified on the Pricing Schedule. Any changes to the U/M made by the Bidder may be cause for the bid to be rejected as nonresponsive. Applicable taxes and regulatory fees should not be included in pricing.

Section A: Removal and Transport of Stockpiled Soil Services					
Item	Est. Quantity	Unit of Measure	Description	Unit Price	Extension
1.	1	LS	Bonds (Payment and Performance)	\$	\$ 22,700.00
2.	1	LS	SWPPP Development	\$	\$ 3,900.00
3.	1	LS	SWPPP Implementation	\$	\$ 44,200.00
4.	65,875	TON	Load, Transport, and Offload Stockpiled Soil	\$13.00	\$ 856,375.00
Estimated Bid Total for Line Items 1-4				\$	\$ 927,175.00

Section B: Miscellaneous					
Item	Est. Quantity	Unit of Measure	Description	Unit Price	Extension
1.	1	*AL	SWPPP Permit Fee (EOC Type I)	\$ 5,000.00	\$5,000.00

Note: The bid items above represent all pay items that will be due to the Bidder for the performance of the project scope of work in its entirety. Any work effort, materials, and other items required to perform the project scope of work that is not specifically itemized shall be factored into Bidder's unit and lump-sum pricing above.

*AL = Allowance

Goods and Services ITB
 Revised: April 29, 2016
 OCA Document No. 1277089

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:

Removal and Transport of Stockpiled Soil at South Chollas Landfill

B. BIDDER/PROPOSER INFORMATION:

IO Environmental and Infrastructure, Inc.

Legal Name	City	DBA	Zip
2840 Adams Ave, #301	San Diego	CA	92116
Street Address	City	State	Zip
Pam Bilodeau, Contracts Manager	619-280-3278	619-677-5648	
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.

Mike J. Bilodeau	CEO
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

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 ten (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: 06/02/2006 State of incorporation: California

List corporation's current officers: President: Michael J. Bilodeau
Vice Pres: Hilary K. Bilodeau
Secretary: _____
Treasurer: _____

Type of corporation: C Subchapter S

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

If **Yes**, after what date: 06/02/2006

Is your firm a publicly traded corporation? Yes No

If **Yes**, how and where is the stock traded? _____

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:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

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

Point of Contact: Florencio Morales

Address: 100 W. Washington St. 11th Floor, Phoenix, AZ 85003

Phone Number: (480) 665-5506

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.: B2006012023 Year Issued: 2020

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: Del Mar Fairgrounds

Contact Name and Phone Number: Dustin Fuller 858-792-4212
Contact Email: dfuller@sdfair.com
Address: 2260 Jimmy Durante Blvd. Del Mar, CA 92014
Contract Date: July 28, 2018
Contract Amount: \$ 1,413,976.29
Requirements of Contract: Grading, soil excavation, removal of fill

Company Name: NAVFAC Southwest
Contact Name and Phone Number: Brent Eastty
Contact Email: andrew.eastty@navy.mil
Address: 937 North Harbor Drive; Bldg1, 3rd Floor (ENV); San Diego, CA 92132
Contract Date: September 15, 2020
Contract Amount: \$ 1,009,802.23
Requirements of Contract: Grading, import, place crushed rock, misc. site work

Company Name: Port of Anacortes
Contact Name and Phone Number: Brad Tesch (360)299-1830
Contact Email: Brad.Tesch@portofanacortes.com
Address: 100 Commercial Ave, Anacortes, WA 98221
Contract Date: July 8, 2020
Contract Amount: \$ 2,720,156.63
Requirements of Contract: Excavation of contaminated soil, backfill, install utilities, and grade to final

G. COMPLIANCE:

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 # 12100637

3. Are you certified as any of the following:
a. Disabled Veteran Business Enterprise Certification # 53483
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: Licensed, Registered Trucking Bulk Carrier TBD

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.

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 _____.

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.

Mike J. Bilodeau

Name and Title



Signature

12 APR 2021

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.

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.

Mike J Bilodeau, CEO

Print Name, Title



Signature

12 APRIL 2021

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 minority 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 Council Policy 100-10. 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 Council Policy 100-10 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

Contractor Name: IO Environmental and Infrastructure, Inc.

Certified By Mike J. Bilodeau Title CEO


 Name

 Signature

Date 12 APRIL 2021

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: IO Environmental and Infrastructure, Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 2840 Adams Ave, #301

City: San Diego County: San Diego State: CA Zip: 92116

Telephone Number: 619-280-3278 Fax Number: 619-677-5648

Name of Company CEO: Mike J. Bilodeau

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

Address: 2840 Adams Ave. #301

City: San Diego County: San Diego State: CA Zip: 92116

Telephone Number: 619-280-3278 Fax Number: 619-677-5648 Email: mikeb@iosdv.com

Type of Business: Civil Engineering Construction Type of License: CSLB A, C-27, HAZ

The Company has appointed: Peter Merz

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: 2840 Adams Ave, #301; San Diego, CA 92116

Telephone Number: 619-280-3278 Fax Number: 619-677-5648 Email: pmerz@iosdv.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 IO Environmental and Infrastructure, Inc.
(Firm Name)

San Diego, CA hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 12th day of April, 2021


(Authorized Signature)

Mike J Bilodeau
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: IO Environmental and Infrastructure

DATE: 12 April 2021

OFFICE(S) or BRANCH(ES): San Diego

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

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			1	1							3			
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support				1							1	2		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column			1	2							4	2		
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Grand Total All Employees 9

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: IO Environmental and Infrastructure, Inc.

DATE: 12 April 2021

OFFICE(S) or BRANCH(ES): San Diego

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

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			34	1								1		
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			34	1								1		
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Grand Total All Employees 45

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

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

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

COMPANY INFORMATION

Company Name: IO Environmental and Infrastructure, Inc.
 Company Address: 2840 Adams Avenue, #301; San Diego, CA 92116
 Company Contact Name: Pam Bilodeau Contact Phone: 619-280-3278

CONTRACT INFORMATION

Contract Number (if no number, state location): (BID #)10089799-21-B Start Date: TBD
 Contract Title (or description): Removal and Transport of Stockpiled Soil at South Chollas landfill End Date: TBD
 Purpose/Service Provided: Loading, transporting, and offloading approximately 65,875 tons of stockpiled soil

TERMS OF COMPLIANCE

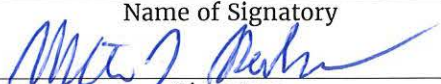
A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions of the LWO unless specifically approved for an exemption. Basic requirements of the LWO are:

- (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;
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment;
- (h) Perform at least fifty percent (50%) of the work with its own employees; and
- (i) File a Living Wage Ordinance Certification of Compliance with the City within 30 days of becoming a covered employer.

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 comply with the requirements of the Living Wage Ordinance.

Mike J. Bilodeau
 Name of Signatory

 Signature

CEO
 Title of Signatory
 12 APRIL 2021
 Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: LWO Analyst: Contract Number: