

RESOLUTION NO. 2022-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AWARDING A CONSTRUCTION CONTRACT FOR THE CITY PARK BARRACKS AND CYPRESS KNOLLS BUILDINGS BLIGHT REMOVAL 2022 PROJECT TO UNLIMITED ENVIRONMENTAL INC. FOR THE BASE BID IN THE AMOUNT OF \$4,245,000; ALLOCATING AND APPROPRIATING ADDITIONAL BLIGHT REMOVAL FUNDING IN THE AMOUNT OF \$577,000; AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXPEND UP TO AN ADDITIONAL 10% OF THE CONTRACT AMOUNT FOR CONSTRUCTION CONTINGENCIES AND TO EXECUTE ALL CONSTRUCTION CHANGE ORDERS ON BEHALF OF THE CITY; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES.

WHEREAS, the closure of Fort Ord resulted in land being deeded to the City of Marina in an “as-is” condition. The land contains numerous buildings that served the former Army base which have deteriorated since 1994 and need to be removed as part of the land redevelopment. Some of the buildings are on property that the City will retain and must be removed or renovated for adaptive reuse. These include 62-65 barracks buildings and 260 duplex housing units on what was planned to be the Cypress Knolls development; and

WHEREAS, the Fort Ord Reuse Authority (FORA) sunsetted on June 30, 2020, FORA secured bond funding for blight removal prior to closure. Included in the bond funding are FORA bond trust funds allocated to the City amounting to \$8,561,968 and escrow bonds that are projected to generate \$6.5M in blight removal funding through 2025; and

WHEREAS, on September 15, 2020, October 27, 2020, and January 20, 2021, the City Council of the City of Marina adopted Resolution Nos. 2020-127, 2020-140 and 2021-11, respectively, receiving staff presentations on blight removal and blight removal projects and provides direction to staff on priorities for blight removal; and

WHEREAS, on January 20, 2021, the City Council of the City of Marina adopted Resolution 2021-11 and allocated \$4,100,000 and \$1,600,000, to Capital Improvement Projects Barracks Blight Removal (HSF2101) and Cypress Knolls Building Removal (HSF 2103), respectively; and

WHEREAS, On May 4, 2021, the City Council passed Resolution No. 2021-42 approving an amendment to the Program Management Services and Construction Management and Inspection between the City of Marina and Wallace Group, to add program management and construction management and inspection services for the execution of hazardous material abatement and blighted building removal projects; and

WHEREAS, The Wallace Group prepared bidding documents (plans, specifications, and estimates) for the blight removal project. The goal for this project is for the abatement, proper removal, and disposal of forty-five barracks and miscellaneous debris, including debris from two burnt buildings at the proposed City Park located along Second Avenue and 8th Street and thirty duplex buildings and miscellaneous debris including debris from one burnt building, at the Cypress Knoll area along Rendova Avenue and Third Avenue for future park and or residential development. Site plans are shown in **Exhibits B and C**; and

WHEREAS, on March 10, 2022, the City of Marina Planning Commission held an open public hearing and adopted Resolution No. 2022-05b, approving the removal of thirty-four trees at the proposed City Park at the Dunes location and five trees at the Cypress Knolls location to remove the blighted buildings. All healthy trees are to be replaced at 2:1 ratio; and

WHEREAS, on March 15, 2022, the City Council passed Resolution No. 2022-43 approving advertising and call for bids for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project; and

WHEREAS, the two parcels, 031-201-005 (City Park) and 031-221-008 (Cypress Knolls), included in this project were part of the scope of the original Removal Action Work Plan (RAW; Northgate, 2006) for Soil Impacted by Lead-Based Paint at former Fort Ord, Marina, California. For these parcels to be used as residential or for a non-restricted use, the City must follow the approved remedy in the RAW from 2006 with the updated lead cleanup goal of 80 mg/kg; and

WHEREAS, staff in consultation with DTSC determined that soil removal would be required at a greater depth to remediate lead in the soil adjacent to buildings to be removed. Due to additional depth of soil removal, additional tree removal was identified; and

WHEREAS, On June 9, 2022, the City of Marina Planning Commission had an open public hearing and adopted Resolution No. 2022-09, approving the removal of additional three trees for a total of thirty-seven trees to be removed, and two potential additional trees for removal at the proposed City Park at the Dunes; and

WHEREAS, on July 6, 2022, the City Council passed Resolution No. 2022-91 authorizing the City Manager, or his designee, to enter into a Standard Voluntary Agreement (SVA), with the California Department of Toxic Substance Control (DTSC) and pay associated fees of \$39,936 for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project; and

WHEREAS, on May 17, 2022, eight (8) sealed bids were received, opened, and were publicly read via live video feed for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project; and

WHEREAS, Staff received two bid protests; **Exhibit D-1** is a letter from REI protesting the bids submitted by SVG and UEI and **Exhibit D-2** is a letter from UEI protesting the bids submitted by SVG and REI. **Exhibit E-1** is SVG's response to the bid protest, **Exhibit E-2** is UEI's response to the bid protest and **Exhibit E-3** is REI's response to the bid protest; and

WHEREAS, the firm of Fenton & Keller was hired by the City Attorney as their sub-consultant and Legal Counsel to help in the evaluation of bidding documents, bids and bid protest. After thorough review and evaluation of bidding documents, bids and bid protest by staff, City Attorney and Legal Counsel, bids received from SVG Contractor's Inc., Restoration Management Co., PARC Environmental and Bowen Engineering and Environmental were deemed non-responsive. **Exhibit F** is a memorandum from the Legal Counsel outlining the bid protests evaluation and basis of their recommendation for contract award; and

WHEREAS, City Attorney and Legal Counsel determined that United Environmental Inc. base bid of \$4,245,000 is the lowest responsible and responsive bid. The prime contractor, United Environmental Inc. has not work with City but has successfully completed similar projects with neighboring Cities with favorable reference reviews. The sub-contractors, Tope's Tree Service, and Superior Hydroseeding Inc. are local contractors who have successfully completed work with the City in the past; and

WHEREAS, the estimated total cost to complete the work is \$6,276,595.03. This cost includes the construction cost for base bid of \$4,245,000, ten percent construction contingency of \$424,500; an allowance of \$1,088,405.90 for construction management and inspection services, and \$519,053.13 for program management, surveys, and engineering; and

WHEREAS, Capital Improvement Project funding, HSF2101 for Barracks Blight Removal and HSF2103 and Cypress Knolls Building Removal have funding amounts of \$4,100,000 and \$1,600,000, respectively. The total available funding for this project is \$5,700,000; and

WHEREAS, to award this construction contract, a \$577,000 is requested to be allocated and added to the project accounts. This fund allocation will come from undesignated blight removal bond funding; and

WHEREAS, the City of Marina Planning Division determined that this action, awarding a construction contract and executing the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Categorically Exempt under CEQA Guidelines per Article 19, Section 15304, minor alteration to land; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Award a construction contract for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project to Unlimited Environmental Inc. of Long Beach, CA for the base bid in the amount of \$4,245,000; and
2. Allocating and appropriating additional blight removal funding in the amount of \$415,440 to project HSF2101 and \$161,560 to project HSF2103 for a total of \$577,000; and
3. Authorize the City Manager to execute contract documents, Exhibit A, subject to final review and approval by the City Attorney; and
4. Authorize the City Manager or designee to expend up to an additional 10% of the contract amount for potential construction contingencies and to execute construction change orders on behalf of the City; and
5. Authorize the Finance Director to make necessary accounting and budgetary entries.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 3rd day of August 2022, by the following vote:

AYES: COUNCIL MEMBERS: Medina Dirksen, Burnett, Berkley, Biala, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

A9 FORM OF CONTRACT

FOR

**City Park Barracks and Cypress Knolls Buildings
Blight Removal 2022 Project**

THIS AGREEMENT, made and entered into this _____ day of _____ 2022, by and between The City of Marina, a municipal corporation of the State of California, hereinafter called "City of Marina" or "City" and Unlimited Environmental Inc. "hereinafter called Contractor,"

WITNESSETH:

FIRST: Contractor hereby covenants and agrees to furnish and provide all labor, materials, tools, appliances, equipment, plant and transportation, and all other things required or necessary to be furnished, provided, or done, and build, erect, construct and complete the work at the time and in the manner provided, and in strict accordance with the plans and specifications therefore, for the **City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project** adopted by the Council of the City of Marina on March 15, 2022.

SECOND: It is expressly understood and agreed that this contract consists of the following documents, all of which are incorporated into this agreement and made a part hereof as fully and completely as if set forth herein verbatim, to wit:

- a. Signed and executed Bid and Proposal of Contractor, as accepted by City (A3);
- b. Proposal Guaranty Bond (A6);
- c. Performance and Payment Bond(A10);
- d. Plans, Specifications and Addendum if any for the project;
- e. Insurance;
- f. California Building Code and associated codes, latest edition adopted by the City;
- g. Standard Plans and Standard Specifications, Caltrans 2018 Edition;
- i. And this Agreement.

THIRD: That said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work embraced and contemplated in this Agreement and as set forth in the Proposal adopted by the City of Marina, a true copy thereof hereto attached, also, for all loss or damage arising out of the nature of said work, or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until the acceptance thereof by the City of Marina and for all risk connected with the work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the said Plans and Specifications and the provisions of this Agreement, and the requirements of the Engineer under them, to wit:

The prices as set forth in the Proposal of said Contractor for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein.

Four Million Two Hundred Forty-Five thousand dollars (Base Bid Only)



\$ 4,245,000.00

The undersigned Contractor further agrees to so plan the work and to prosecute it with such diligence that said work, and all of it, shall be completed on or before the expiration of the time specified in the Special Provisions after execution of the contract on behalf of the City of Marina and the receipt from the City of Marina of a notice to proceed with the work.

FOURTH: The City of Marina hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Specifications; and the said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

FIFTH: No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause the annulment of this contract, so far as the City of Marina is concerned. All rights of action, however, for any breach of this contract are reserved to City.

SIXTH: Contractor shall keep harmless and indemnify the City of Marina, its officers and employees and agents, from all loss, damage, cost or expense that arises or is set up for infringement of patent rights of anyone for use by the City of Marina, its officers, employees or agents, of articles supplied by the Contractor under this contract, of which he is not entitled to use or sell. Contractor agrees to, at his own cost and expense, defend in court the City, its officers, agents and employees, in any action which may be commenced or maintained against them or any of them, on account of any claimed infringement of patent rights, arising out of this agreement.

SEVENTH: The Contractor agrees to immediately repair and replace all defective material and workmanship discovered within one year after acceptance of final payment by Contractor and to indemnify said City of Marina against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Provided, however, that if such failure of the Contractor to perform should not, by reasonable diligence, be discoverable or discovered within said one year, then the obligation of the Contractor to repair and replace said defective material or workmanship shall continue until one year after the actual discovery thereof.

EIGHTH: The Contractor agrees at all times during the progress of the work to carry with insurance carriers approved by the City of Marina full coverage workmen's compensation and public liability insurance in the form and to the extent called for in Section 1.04 of Part C-Special Provisions. Edition. Such insurance policy shall contain an endorsement that the same shall not be canceled nor the amount of coverage be reduced until at least 30 days after receipt by the City of Marina by certified or registered mail of a written notice of such cancellation or reduction in coverage.

NINTH: Contractor agrees to comply with all applicable federal, state and municipal laws and regulations, including but not limited to California Labor Code Division 2, Part 7, Chapter 1.

TENTH: ATTORNEY'S FEES
In the event of any controversy, claim or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.



ELEVENTH: COMPLIANCE WITH PROVISIONS OF LAW

- a) The City is subject to laws relating to public agencies which are part of this contract as though fully set forth herein.
- b) Contractor shall comply with City of Marina Municipal Code Chapter 13.02 Local Hiring for Public Works.
- c) Contractor shall comply with laws relating to the work.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

CONTRACTOR

CITY OF MARINA

By: _____

By: Layne P. Long, City Manager

Print Name: _____

Date: _____

Address: _____

Date: _____

APPROVED AS TO FROM:

By: _____

City Attorney

By: _____

Date: _____

Date: _____

ATTESTED:

By: _____

Anita Shepherd-Sharp
Deputy City Clerk

Date: _____

Resolution No. 2022-_____



TABLE 1 - CITY PARK (PROJECT SITE 1)

TEMP ADDRESS	PREV USE	BLDG TYPE	APPROX AREA (SF)	NOTES	PRELIM SOIL SAMPLE	
					SAMPLE No.	LEAD CONT (mg/ kg)
T-2109	HQ	B1-SINGLE STORY	992	ABATE AND REMOVE BUILDING	S.2109	226
T-2111	HQ	B1-SINGLE STORY		BURNED, ABATE AND REMOVED DEBRIS	S.2111	75.1
T-2112	HQ	B1-SINGLE STORY	992	ABATE AND REMOVE BUILDING	S.2112	228
T-2113	HQ	B1-SINGLE STORY	992	ABATE AND REMOVE BUILDING	S.2113	113
T-2114	HQ	B1-SINGLE STORY	992	ABATE AND REMOVE BUILDING	S.2114	229
T-2115	HQ	B1-SINGLE STORY	992	ABATE AND REMOVE BUILDING	S.2115	93.6
T-2116	HQ	B1-SINGLE STORY	992	ABATE AND REMOVE BUILDING	S.2116	123
T-2110	HQ	B1-SINGLE STORY	1000	ABATE AND REMOVE BUILDING, INCLUDING SHED	S.2110	226
T-2189	ARM STORAGE	B1-SINGLE STORY	1144	ABATE AND REMOVE BUILDING	S.2189	601
T-2190	HQ	B1-SINGLE STORY	1144	ABATE AND REMOVE BUILDING	S.2190	73.8
T-2191	ARMS STORAGE	B1-SINGLE STORY	1144	ABATE AND REMOVE BUILDING	S.2191	601
T-2192	ARMS STORAGE	B1-SINGLE STORY		DEMOLISHED, REMOVE AND DISPOSE OF TEMPORARY STRUCTURES AND SITE DEBRIS	S.2192	
T-2193	ARMS STORAGE	B1-SINGLE STORY	1144	ABATE AND REMOVE BUILDING	S.2192	52
T-2194	ARMS STORAGE	B1-SINGLE STORY	1144	ABATE AND REMOVE BUILDING	S.2193	373
T-2195	HQ	B1-SINGLE STORY	1144	ABATE AND REMOVE BUILDING	S.2195	34.7
T-2196	HQ	B1-SINGLE STORY	1144	ABATE AND REMOVE BUILDING	S.2196	281
T-2129	DAY ROOM	B2-SINGLE STORY	2206	ABATE AND REMOVE BUILDING	S.2129	135
T-2130	DINING	B2-SINGLE STORY	2206	ABATE AND REMOVE BUILDING	S.2130	105
T-2131	DINING	B2-SINGLE STORY	2206	ABATE AND REMOVE BUILDING	S.2131	143
T-2132	DINING	B2-SINGLE STORY	2206	ABATE AND REMOVE BUILDING	S.2132	44.2
T-2133	DINING	B2-SINGLE STORY	2206	ABATE AND REMOVE BUILDING	S.2133	161
T-2134	DINING	B2-SINGLE STORY	2206	ABATE AND REMOVE BUILDING	S.2134	79.2
T-2135	DINING	B2-SINGLE STORY	2206	ABATE AND REMOVE BUILDING	S.2135	169
T-2136	DINING	B2-SINGLE STORY	2206	ABATE AND REMOVE BUILDING	S.2136	96
T-2149	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2149	106
T-2150	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2150	719
T-2151	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2151	156
T-2152	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2152	208
T-2153	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2153	102
T-2154	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2154	177
T-2155	OPERATIONS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2155	206
T-2156	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2156	199
T-2169	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2169	89.2
T-2170	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2170	1430
T-2171	BARACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2171	134
T-2172	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2172	86.4
T-2173	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2173	366
T-2174	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2174	67.1
T-2175	OPERATIONS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2175	82.1
T-2176	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2176	108
T-2209	BARRACKS	B3-TWO STORY		BURNED, NO WORK REQUIRED		
T-2210	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2210	122
T-2211	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2211	165
T-2212	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2212	195
T-2213	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2213	520
T-2214	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2214	168
T-2215	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2215	154
T-2216	HQ	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2216	149

NOTES:

- 1 CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING BUILDING DIMENSIONS.
- 2 INSTALL TEMPORARY SECURITY CHAINLINK FENCE AROUND THE PERIMETER OF THE JOBSITE. CONTRACTOR MAY UTILIZE EXISTING CHAINLINK FENCE. EXISTING FENCE THAT IS USED SHALL BE PROTECTED DURING EXECUTION OF WORK AND SHALL BE RESTORED TO EQUAL OR BETTER CONDITION.
- 3 CONTRACTOR SHALL INSTALL ALL NECESSARY BMPS SHOWN ON THE SWPPP. SEE WPC SHEETS.
- 4 TREES TO BE REMOVED OR TRIMMED, SEE SHEET TR-1.
- 5 ALL BUILDINGS SHALL BE ABATED AS DESCRIBED IN TABLE 1 AND PER SPECIFICATIONS. ABATED BUILDINGS AND OTHER SITE DEBRIS SHALL BE REMOVED AND PROPERLY DISPOSED.

- 6 BURNT CAR TO BE REMOVED AND DISPOSED PROPERLY.
- 7 ALL DRUMS TO BE DISPOSED AS HAZADOUS MATERIAL. CONTRACTOR HAS OPTIONS TO TEST CONTENTS AND DISPOSE ACCORDIANGLY.
- 8 EXISTING ROADWAYS, CURB AND CUTTER ON THE JOBSITE SHALL BE REMOVED AND DISPOSED/RECYCLED (ADDITIVE ALTERNATIVE BID).
- 9 ALL WALKWAYS, STAIRS AND RETAINING WALLS ON THE JOBSITE SHALL BE REMOVED AND DISPOSED/RECYLCED (ADDITIVE ALTERNATIVE BID).
- 10 SOIL REMEDIATION SHOWN IS BASED ON PRELIMINARY SAMPLE RESULTS. ADDITIONAL TESTING SHALL BE PERFORMED BY THIRD PARTY CONSULTANT HIRED BY THE CITY.

LEGEND:

9" SOIL REMEDIATION, SEE SHEET DM-3

**CITY PARK PLAN**
NTS

REVISED DM-1 PER ADDENDUM No. 5


 211 Hillcrest Avenue
 Marina, CA 93933
CITY OF MARINA

DEPARTMENT OF PUBLIC WORKS

SCALE: HORIZ
VERTORIGINAL SCALE IN INCHES
FOR REDUCED PLANS

0 1 2

REVISIONS				
NO.	BY	DATE	DESCRIPTION	APPROVED BY
1		5/05/22		
2				
3				
4				
5				
6				
7				
8				
9				
10				

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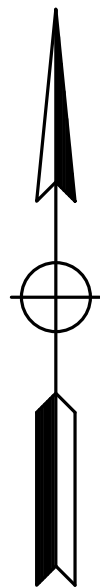
PROJECT ENGINEER

 May 5, 2022
 PLANS APPROVAL DATE
**CITY PARK BARRACKS AND CYPRESS KNOLLS
BUILDINGS BLIGHT REMOVAL 2022 PROJECT****DEMOLITION PLAN****DM-1**

DESIGNED BY	DRAWN BY	CHECKED BY	JOB NUMBER	SHEET	OF
EMC	ZVC	EMC	1585-0001	3	14

TABLE 2 - CYPRESS KNOLL (PROJECT SITE 2)

TEMP ADDRESS	PREV USE	BLDG TYPE	APPROX AREA (SF)	NOTES
224 & 226 HAYES CIRCLE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
233 & 235 HAYES CIRCLE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
300 & 302 HAYES CIRCLE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
301 & 303 HAYES CIRLE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
304 HAYES CIRCLE	BARRACKS	B1-SINGLE STORY		PARTIALLY BURNED, ABATE AND REMOVE REMAINING DEBRIS
305 & 307 HAYES CIRCLE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
124 & 126 CARSWELL STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
128 & 130 CARSWELL STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
129 & 131 CARSWELL STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
200 & 202 CARSWELL STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
204 & 206 CARSWELL STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
100 & 102 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
101 & 103 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
104 & 106 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
105 & 107 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
200 & 202 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
201 & 203 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
204 & 206 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
205 & 207 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
208 & 210 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
200 & 202 3RD AVENUE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
201 & 203 3RD AVENUE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
204 & 206 3RD AVENUE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
301 & 303 3RD AVENUE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
100 & 102 BOOKER STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
101 & 103 BOOKER STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
104 & 106 BOOKER STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
105 & 107 BOOKER STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
117 & 119 YOUNG STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
120 & 122 YOUNG STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
121 & 123 YOUNG STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING



NOTES:

- 1
- CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING BUILDING DIMENSIONS.
- 2
- INSTALL TEMPORARY SECURITY CHAINLINK FENCE AROUND THE PERIMETER OF BUILDING WHERE WORK IS EXECUTED. CONTRACTOR MAY RELOCATE SECURITY FENCE TO THE NEXT BUILDING WHERE WORK IS EXECUTED. CONTRACTOR MAY UTILIZE EXISTING CHAINLINK FENCE. EXISTING FENCE THAT IS USED SHALL BE PROTECTED DURING EXECUTION OF WORK AND SHALL BE RESTORED TO EQUAL OR BETTER CONDITION.
- 3
- INSTALL TEMPORARY SECURITY CHAINLINK FENCE ROUND THE PERIMETER OF BUILDING WHERE WORK IS EXECUTED. CONTRACTOR MAY RELOCATE SECURITY FENCE TO THE NEXT BUILDING WHERE WORK IS EXECUTED.
- 4
- CONTRACTOR SHALL INSTALL ALL NECESSARY BMPS SHOWN ON THE SWPPP. SEE WPC SHEETS.
-
- TREES TO BE REMOVED OR TRIMMED, SEE SHEET TR-1.
- 5
- ALL BUILDINGS SHALL BE ABATED AS DESCRIBED IN TABLE 2 AND PER SPECIFICATIONS. ABATED BUILDINGS AND OTHER SITE DEBRIS SHALL BE REMOVED AND PROPERLY DISPOSED.
- 6
- SOIL REMEDIATION SHOWN IS FOR BUILDING 304. SOIL REMEDIATION FOR THE REMAINING BUILDINGS TO BE DEMOLISHED SHALL BE DETERMINED AFTER ADDITIONAL SOIL TESTING.

LEGEND:

9" SOIL REMEDIATION, SEE SHEET DM-3

CYPRESS KNOLL PLAN
NTS

REVISED DM-2 PER ADDENDUM No. 5

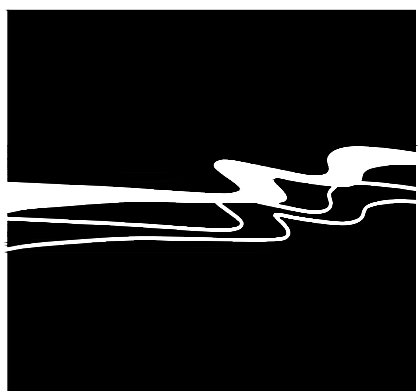


211 Hillcrest Avenue
Marina, CA 93933

CITY OF MARINA
DEPARTMENT OF PUBLIC WORKS

SCALE: HORIZ
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ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS
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REVISIONS					
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Ejima
PROJECT ENGINEER
May 5, 2022
PLANS APPROVAL DATE



CITY PARK BARRACKS AND CYPRESS KNOLLS
BUILDINGS BLIGHT REMOVAL 2022 PROJECT

DEMOLITION PLAN

DM-2

DESIGNED BY	DRAWN BY	CHECKED BY	JOB NUMBER	SHEET	OF
EMC	ZVC	EMC	1585-0001	4	14

RESOURCE

May 20, 2022

Sent via Email (marina@cityofmarina.org)

Anita Shepherd-Sharp
Deputy City Clerk
City of Marina
211 Hillcrest Ave
Marina, CA 93933

RE: BID PROTEST – City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project

Dear Ms. Shepherd-Sharp,

Resource Environmental, Inc. ('Resource') is hereby protesting the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project ('Project'). Resource submits its protest on the grounds SVG Contractors, Inc. ('SVG') and Unlimited Environmental, Inc. ('UEI') are nonresponsive due to material deviations of the bidding requirements and violations of the State of California Public Contract Code ('PCC'). In addition, Resource is challenging the responsibility of both SVG and UEI as patently unqualified to perform a project of this magnitude and character.

SUMMARY OF CALIFORNIA LAW

California law mandates that a public entity must competitively bid public works contracts and award the contract to the lowest responsible bidder that submits a responsive bid. *MCM Construction, Inc. v. City and County of San Francisco* (1998) 66 Cal.App.4th 359, 368. These requirements are strictly enforced to protect taxpayers by inviting competition, which helps "guard against favoritism, improvidence, extravagance, fraud and corruption," *Domar Electric, Inc. v. City of Los Angeles* (1994) 9 Cal. 4th 161, 173. *These public interests are what is important. Ghilotti Construction Co. v. City of Richardson* (1996) 45 Cal.App.4th 897, 908-909.

It is established under California law that bids which substantially conform to a public agency's request but contain some error or irregularity may be accepted if the error does not affect the amount of the bid or gives the applicant an advantage that other bidders did not have. *Bay Cities Paving & Grading, Inc. v. City of San Leandro* (2014) 223 Cal.App.4th 1181, 1198-1199. Therefore, bids must be evaluated from a practical, rather than hypothetical standpoint, giving due consideration to the public interest being served. *Ghilotti at 908-909; MCM at 370*. These public interests are getting the best work and avoiding favoritism and corruption. *Domar at 173*.

To be responsive, a bid must conform to the material terms of the Instructions for Bidders. See *Menefee v. County of Fresno* (1985) 163 Cal.App.3d 1175. A bid that varies materially from the specifications must be rejected. *Stimson v. Hanley* (1907) 151 Cal. 379. **The material terms of a bid are those that affect price, quantity, quality, or delivery and those terms that the bid package clearly identifies as mandatory.** Id. A bid fails to comply materially with the bid package if it gives the bidder an advantage or benefit not enjoyed by other bidders. *Menefee v. County of Fresno* (1985) 163 Cal.App.3d 1175.

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Mistakes that provide the bidder with an opportunity to withdraw its bid under Public Contract Code ('PCC') 5103 **cannot be waived by the awarding body because the defective bid gives the bidder an unfair competitive advantage over other bidders.** *Ghilotti Construction Company v. City of Richmond (1996) 45 Cal.App.4th 897, 900; Konica Business Machines USA, Inc. v. Regents of the University of California (1988); Menefee v. County of Fresno (1985)*

In *MCM Construction, Inc. v. City & County of San Francisco (1998) 66. Cal.App.4th 359*, the court held that the awarding body was without power to waive the bidder's failure to state accurate dollar amounts of work to be performed by subcontractors because the nonresponsive bidder could seek withdrawal of its bid without forfeiting bid security, and thus obtained an unfair advantage not available to other bidders.

Licensing, Certifications, Subcontracting, Balanced Pricing

As is standard practice, certain licensing and certifications are required of the contractor to bid and perform the work of the Project. If the prime contractor does not hold all necessary licenses and certifications, it must list subcontractors that do. Project Specifications, Notice to Bidders, lists general licensing requirements for bidders, but continues, "Review the project technical specifications for the proper contractor certifications necessary for this project." A quick review of the technical specifications defines two unrelated but important certifications/licenses – the US Environmental Protection Agency Renovation, Repair and Painting ('RRP') certification and the Contractor State License Board ('CSLB') Tree Removal Contractor license.

Technical Specifications, Section 02080, Subsection 2.4(L), Licenses, declares, "The contractor shall have the EPA's Renovation, Repair and Painting RRP certification."

SVG and UEI do not currently hold, nor did they at the time of bid, valid US EPA RRP certifications. A previous company, or name, related to SVG appears to be certified, but the EPA strictly forbids a contractor from performing work unless the certificate is amended within 90 days of the change. If SVG is the same company as Silicon Valley Demolition, the 90-day window elapsed long ago. An initial search for UEI showed no certificate and subsequent communication with EPA revealed UEI's certification has been expired for two years. Both SVG and UEI are unqualified, and unlicensed, to perform lead-related construction work – a key scope element.

City of Marina Municipal Code Section 17.62.030 requires tree removal permits and prohibits construction activities within the dripline of any tree, unless such activities are conducted in compliance with tree protection guidelines adopted by resolution of the planning commission. The commission relies on the recommendations of Denise Duffy & Associates, Inc., the Project arborist. Both arborist reports state, "Trimming must ... be performed by a qualified tree removal contractor..." Technical Specifications, Section 108, Subsection 3, Tree Trimming, asserts, "Tree trimming shall be done by a licensed tree removal contractor..."

The CSLB requires a tree removal contractor to obtain a D-49, Tree Service Contractor, license. The CSLB defines the classification as, "A tree service contractor prunes trees, removes trees, limbs or stumps (including grinding) and engages in tree or limb guying." While UEI did list a tree removal contractor for

RESOURCE

tree trimming and removal - albeit for a paltry and unbalanced amount, SVG listed no subcontractors on its A5, Designation of Subcontractors.

PCC 4100, the Subletting and Subcontracting Fair Practices Act, contains a series of laws designed to promote fair, honest, and open bidding practices. Of significance here is PCC 4106, which states, "If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractor's total bid, the prime contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself." The section continues, describing fines and penalties for both the contractor and owner if the Act is violated.

SVG is not a licensed tree removal contractor and cannot comply with the specifications, arborist report, and importantly, the City's planning commission. The City of Marina is eco-friendly, and trees are of utmost importance. In fact, just last week the City Council held a special session to study the city's process and regulations for tree removal and care – it is unlikely the public would entertain an exemption for a careless bidder. Additionally, SVG's Bid Schedule, Line Item 3, Tree Removal and Trimming, lists the value at \$75,260, which is almost 400% more than one half of one percent of its bid. There is no subcontractor under capable of trimming 100 trees, at prevailing wage rates, for under \$20,000. SVG is nonresponsive for failing to list a tree removal contractor, and as the work cannot be self-performed without the required license, is noncompliant with PCC.

PCC 4106 is also significant to the EPA RRP problem. Both SVG and UEI are out of compliance with the specifications and unqualified to perform lead-related construction work. As such, they needed to list a subcontractor holding a valid EPA RRP certification to perform any lead-related construction work. As previously explained, if a contractor does not list a subcontractor for a portion of the work, it agrees, or certifies, it is qualified and able to perform the work. Neither company listed a subcontractor for lead-related construction work, and both are in violation of the law. The City, or PCC, would never allow for a contractor to bid the Project without a valid General Engineering or General Building license at the time of bid to be awarded the project – even if they promised they would be certified in time for the licensing submittal. The same holds true for the required EPA RRP certification.

Yet another PCC violation is UEI's listing of Superior Hydroseeding for "Hydroseeding AND Erosion Control." The plans and specifications require, and Addendum 6 confirmed, all flat areas needed wood chips. Hydroseeding of the entire disturbed site was not acceptable – except for the alternate restoration. Superior Hydroseeding does NOT install wood chips (confirmation email attached) but is listed for erosion control – if Superior Hydroseeding does not install the wood chips, the City and UEI face fines and penalties for violations of PCC. If UEI were going to self-perform the wood chips, the subcontractor list must reflect that.

Compliance aside, it is possible, or even likely given the line item amounts, UEI disregarded the requirement to apply wood chips and planned to only hydroseed the areas in question. Or perhaps the bid is unbalanced, requiring a nonresponsive determination in and of itself. Standard Industries correctly listed Superior Hydroseeding as a hydroseeding subcontractor – without mentioning Erosion Control. A quick comparison of the line items indicates irregularities with UEI's scope inclusions or item balancing.

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The same issue is present with the trees – Standard Industries listed the tree removal and trimming at more than double UEI's pricing, with the same subcontractor.

Perhaps the line items are unbalanced in a misguided effort to skirt PCC. In comparison to all bids, UEI line item for utility capping is exponentially lower than all other bidders. Since the specifications require compliance with MCWD standards, the contractor performing the utility capping and repairs must be CSLB Class A licensed contractors. UEI does not hold an A license but can now argue a subcontractor did not need to be listed because the amount was less than one half of one percent of its bid.

When comparing SVG and UEI's line items for trees, restoration, and plumbing with all other bidders, it's likely their lack of high-dollar public works prime contracting experience played a role in their decisions. SVG's list of projects, which violate the specification requirements of using only the forms provided, do not show any projects over \$1,000,000 where it was the prime contractor. While some projects appear that way, it is false. The work was done for general contractors. UEI has one – a project for CSUMB from over 5 years ago. The City will be best supported by contractors with a track record of completing high-value projects as a prime contractor.

Finally, both SVG and UEI's bid contained many irregularities and clerical errors, some of which were mandated by the specifications (i.e. "All signatures MUST be notarized."). SVG did not attest the bid bond or provide a notary acknowledgement, provided a notary acknowledgement instead of a jurat for the non-collusion affidavit, entered bid bond amounts too low for its bid, listed references as "Please see attached.", and importantly, did not correctly extend its unit prices or add the amount sums. UEI's bid bond contained an original seal and signature for only UEI and Ms. Dupleich – the Surety's documents were scanned or a photocopy. UEI did not attest or provide an acknowledgement for its photocopied bid bond and provided a notary acknowledgement rather than a jurat for the non-collusion. Importantly, and glaringly, UEI did not extend its unit pricing correctly. Information for Bidders, 2.6, Bid Price, states the unit price prevails on all unit price items. As such, UEI's price is exponentially higher than its listed total.

Ability to Withdraw Bid per Public Contract Code 5103

SVG and UEI's clerical errors, especially in its bid schedules, are grounds for relief under Public Contract Code Section 5103. PCC Section 5103 allows a bidder to withdraw its bid, without forfeiting its bid security, if a mistake was made and the mistake made the bid different than intended. A bid with incorrect unit pricing is a common scenario for claiming relief under PCC 5103.

While isolated clerical or mathematical errors in a bid proposal are common, even a single error may warrant the rejection of a bid because the bidder gains an unfair advantage if a clerical mistake in its bid would give the bidder a right to withdraw its bid. *MCM Construction, Inc. v. City & County of San Francisco (supra)*. In *MCM Construction*, the City was without power to waive the bidder's failure to state accurate dollar amounts of work to be performed by subcontractors because the nonresponsive bidder could seek withdrawal of its bid without forfeiting its bid security and thus has an unfair advantage not available to responsive bidders.

These errors are not inconsequential, as the mistakes provide both SVG and UEI with competitive advantages and clear benefit over Resource. They had the opportunity to submit their bid, see the

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spread, and decide whether they would proceed with award with no financial loss at stake. Resource was not afforded this luxury. This fact alone requires the City to reject the bid under the holding in MCM Construction.

SVG is nonresponsive for failing to hold a valid EPA RRP license or list a subcontractor for the work, failing to list a tree removal contractor, and unfair advantages. UEI is nonresponsive for failing to hold a valid EPA RRP license, unbalanced pricing, and unfair advantages. Both companies are not qualified to perform a project of this magnitude. The lowest responsive, responsible, qualified bidder is Resource. Accordingly, Resource Environmental, Inc. requests the City of Marina deem the other bidders nonresponsive and award the contract to Resource Environmental, Inc.

Sincerely,

Chase Tinsley
Director, Bids and Project Administration
Resource Environmental, Inc.
chase@resource-env.com

cc: Elvie Camacho, Wallace Group, Construction Manager (elviec@wallacegroup.us)
Brian McMinn, City of Marina, Dir. Of Public Works/City Engineer (bmcminn@cityofmarina.org)

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Chase Tinsley

From: Josh Freeman <josh@superiorhydroseeding.net>
Sent: Friday, May 13, 2022 8:28 AM
To: Chase Tinsley
Cc: Iridian Tello; Albert Sanchez Jr.
Subject: Re: City of Marina: City Park Barracks and Cypress Knolls Buildings Blight Removal Project-ADDENDUM 6

Hi Chase,

Thanks for the update on addenda #6. We actually don't do wood chips/mulch, but the hydroseeding option I'm sure would be less expensive. Do you have a quantity in mind as far as how much disturbed area you expect needing hydroseeded?

Thanks,

Josh Freeman
Lead Estimator | CPESC | QSD/QSP
Superior Hydroseeding, Inc.
250 W. Riverside Drive
Watsonville, CA 95076
Office: (831)763-1811

On Thursday, May 12, 2022, 04:53:49 PM PDT, Chase Tinsley <chase@resource-env.com> wrote:

Hi Josh-

See addendum 6 – can you please quote whichever way is cheapest – or give alts?

Thank you,

Chase Tinsley

Director, Bids and Project Administration

RESOURCE ENVIRONMENTAL, INC.

ENVIRONMENTAL REMEDIATION & DEMOLITION

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www.resourceenvironmental.com

CSLB# 864417--A,B,C-21,C-22,C-61/D-63,ASB & HAZ

PART A - LEGAL AND PROCEDURAL DOCUMENTS

A1 NOTICE TO BIDDERS

Notice is hereby given that sealed proposals will be received by the City Engineer of the City of Marina, located at 209 CYPRESS AVENUE, MARINA, CALIFORNIA, until 2:00 P.M. on Tuesday, April 26, 2022, for furnishing all labor, equipment, materials, and other items necessary to execute the

**City Park Barracks and Cypress Knolls Buildings
Blight Removal 2022 Project**

The goal for this project is for the abatement, proper removal, and disposal of 45 barracks buildings and miscellaneous debris at the proposed City Park located along Second and 8th Street and 30 buildings and miscellaneous debris at the Cypress Knolls area along Rendova and Third Avenue for future park and or residential development.

The work in general is not limited to; installation and maintenance of BMPs from Storm Water Pollution Prevention Plan, tree protection and protective fencing. Tree removal and trimming as shown on the plans and further described on the Specifications and Tree Removal Permit and Arborist Report, Attachments 3. Abatement, and proper disposal of all hazardous materials on the sites described on the attached Pre demolition Hazardous Material Inspection Reports, Attachments 1 and 2 and removal of buildings on the two sites shown on the plans. Also included are utilities capping and repair and removal and disposal of roadways, walkways and retaining walls, rough grading, and site restoration.

The Contractor shall perform all work necessary to complete the City Park Barracks and Cypress Knolls Buildings Blight Removal project in their entirety in accordance with the Contract Documents.

Time for Completion - All work under this contract (Base Bid plus Additive Alternative) shall be completed before the expiration one hundred fifty (150) working days from the date specified in the Notice to Proceed.

1. One hundred twenty-five (125) working days for Base Bid
2. Twenty-five (25) working days for Additive Alternative Bids.

If Contractor shall be delayed in the work by the acts or neglect of Owner, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner may decide.

Liquidated damages amount per working day shall be as specified in the Special Provisions. All Federal holidays and City holidays observed during construction shall not be included on the construction timeline specified. Time extension for weather and City delays will be granted accordingly.

All contractors submitting bids must have a valid as of the date of bid opening a California Class "A" or "B" contractor's license. Hazardous material abatement shall be completed by a licensed C-22 contractor or BCP Section 7058 asbestos certified and DOSH registered. Building demolition shall be completed by C21 licensed contractor as required on this contract.

Review the project technical specifications for the proper contractor certifications necessary for this project.




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PUBLIC CONTRACT CODE - PCC

DIVISION 2. GENERAL PROVISIONS [1100 - 22355] (*Division 2 enacted by Stats. 1981, Ch. 306.*)

PART 1. ADMINISTRATIVE PROVISIONS [1100 - 9204] (*Heading of Part 1 added by Stats. 1982, Ch. 1120, Sec. 2.*)

CHAPTER 4. Subletting and Subcontracting [4100 - 4114] (*Chapter 4 added by Stats. 1986, Ch. 195, Sec. 42.1.*)

4100. This chapter may be cited as the "Subletting and Subcontracting Fair Practices Act."

(*Added by Stats. 1986, Ch. 195, Sec. 42.1.*)

4101. The Legislature finds that the practices of bid shopping and bid peddling in connection with the construction, alteration, and repair of public improvements often result in poor quality of material and workmanship to the detriment of the public, deprive the public of the full benefits of fair competition among prime contractors and subcontractors, and lead to insolvencies, loss of wages to employees, and other evils.

(*Added by Stats. 1986, Ch. 195, Sec. 42.1.*)

4103. Nothing in this chapter limits or diminishes any rights or remedies, either legal or equitable, which:

(a) An original or substituted subcontractor may have against the prime contractor, his or her successors or assigns.

(b) The state or any county, city, body politic, or public agency may have against the prime contractor, his or her successors or assigns, including the right to take over and complete the contract.

(*Added by Stats. 1986, Ch. 195, Sec. 42.1.*)

4104. Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

(a) (1) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

(2) An inadvertent error in listing the California contractor license number or public works contractor registration number provided pursuant to paragraph (1) shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

(3) (A) Subject to subparagraph (B), any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name, location of business, the California contractor license number, and the public works contractor registration number, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors.

(B) A state or local agency may implement subparagraph (A) at its option.

(b) The portion of the work that will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

(Amended by Stats. 2017, Ch. 28, Sec. 90. (SB 96) Effective June 27, 2017.)

4104.5. (a) The officer, department, board, or commission taking bids for construction of any public work or improvement shall specify in the bid invitation and public notice the place the bids of the prime contractors are to be received and the time by which they shall be received. The date and time shall be extended by no less than 72 hours if the officer, department, board, or commission issues any material changes, additions, or deletions to the invitation later than 72 hours prior to the bid closing. Any bids received after the time specified in the notice or any extension due to material changes shall be returned unopened.

(b) As used in this section, the term "material change" means a change with a substantial cost impact on the total bid as determined by the awarding agency.

(c) As used in this section, the term "bid invitation" shall include any documents issued to prime contractors that contain descriptions of the work to be bid or the content, form, or manner of submission of bids by bidders.

(Amended by Stats. 2002, Ch. 204, Sec. 1. Effective January 1, 2003.)

4105. Circumvention by a general contractor who bids as a prime contractor of the requirement under Section 4104 for him or her to list his or her subcontractors, by the device of listing another contractor who will in turn sublet portions constituting the majority of the work covered by the prime contract, shall be considered a violation of this chapter and shall subject that prime contractor to the penalties set forth in Sections 4110 and 4111.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4106. If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractor's total bid, the prime contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself.

If after award of contract, the prime contractor subcontracts, except as provided for in Sections 4107 or 4109, any such portion of the work, the prime contractor shall be subject to the penalties named in Section 4111.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4107. A prime contractor whose bid is accepted may not:

(a) Substitute a person as subcontractor in place of the subcontractor listed in the original bid, except that the awarding authority, or its duly authorized officer, may, except as otherwise provided in Section 4107.5, consent to the substitution of another person as a subcontractor in any of the following situations:

(1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime contractor.

(2) When the listed subcontractor becomes insolvent or the subject of an order for relief in bankruptcy.

(3) When the listed subcontractor fails or refuses to perform his or her subcontract.

(4) When the listed subcontractor fails or refuses to meet the bond requirements of the prime contractor as set forth in Section 4108.

(5) When the prime contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions set forth in Section 4107.5, that the name of the subcontractor was listed as the result of an inadvertent clerical error.

(6) When the listed subcontractor is not licensed pursuant to the Contractors License Law.

(7) When the awarding authority, or its duly authorized officer, determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

(8) When the listed subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(9) When the awarding authority determines that a listed subcontractor is not a responsible contractor.

Prior to approval of the prime contractor's request for the substitution, the awarding authority, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five working days within which to submit written objections to the substitution to the awarding authority. Failure to file these written objections constitutes the listed subcontractor's consent to the substitution.

If written objections are filed, the awarding authority shall give notice in writing of at least five working days to the listed subcontractor of a hearing by the awarding authority on the prime contractor's request for substitution.

(b) Permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the awarding authority, or its duly authorized officer.

(c) Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which his or her original bid did not designate a subcontractor.

(Amended by Stats. 2009, Ch. 500, Sec. 58. (AB 1059) Effective January 1, 2010.)

4107.2. No subcontractor listed by a prime contractor under Section 4104 as furnishing and installing carpeting, shall voluntarily sublet his or her subcontract with respect to any portion of the labor to be performed unless he or she specified the subcontractor in his or her bid for that subcontract to the prime contractor.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4107.5. The prime contractor as a condition to assert a claim of inadvertent clerical error in the listing of a subcontractor shall within two working days after the time of the prime bid opening by the awarding authority give written notice to the awarding authority and copies of that notice to both the subcontractor he or she claims to have listed in error and the intended subcontractor who had bid to the prime contractor prior to bid opening.

Any listed subcontractor who has been notified by the prime contractor in accordance with this section as to an inadvertent clerical error shall be allowed six working days from the time of the prime bid opening within which to submit to the awarding authority and to the prime contractor written objection to the prime contractor's claim of inadvertent clerical error. Failure of the listed subcontractor to file the written notice within the six working days shall be primary evidence of his or her agreement that an inadvertent clerical error was made.

The awarding authority shall, after a public hearing as provided in Section 4107 and in the absence of compelling reasons to the contrary, consent to the substitution of the intended subcontractor:

(a) If (1) the prime contractor, (2) the subcontractor listed in error, and (3) the intended subcontractor each submit an affidavit to the awarding authority along with such additional evidence as the parties may wish to submit that an inadvertent clerical error was in fact made, provided that the affidavits from each of the three parties are filed within eight working days from the time of the prime bid opening, or

(b) If the affidavits are filed by both the prime contractor and the intended subcontractor within the specified time but the subcontractor whom the prime contractor claims to have listed in error does not submit within six working days, to the awarding authority and to the prime contractor, written objection to the prime contractor's claim of inadvertent clerical error as provided in this section.

If the affidavits are filed by both the prime contractor and the intended subcontractor but the listed subcontractor has, within six working days from the time of the prime bid opening, submitted to the awarding authority and to the prime contractor written objection to the prime contractor's claim of inadvertent clerical error, the awarding authority shall investigate the claims of the parties and shall hold a public hearing as provided in Section 4107 to determine the validity of those claims. Any determination made shall be based on the facts contained in the declarations submitted under penalty of perjury by all three parties and supported by testimony under oath and subject to cross-examination. The awarding authority may, on its own motion or that of any other party, admit testimony of other contractors, any bid registries or depositories, or any other party in possession of facts which may have a bearing on the decision of the awarding authority.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4107.7. If a contractor who enters into a contract with a public entity for investigation, removal or remedial action, or disposal relative to the release or presence of a hazardous material or hazardous waste fails to pay a subcontractor registered as a hazardous waste hauler pursuant to Section 25163 of the Health and Safety Code

within 10 days after the investigation, removal or remedial action, or disposal is completed, the subcontractor may serve a stop notice upon the public entity in accordance with Chapter 4 (commencing with Section 9350) of Title 3 of Part 6 of Division 4 of the Civil Code.

(Amended by Stats. 2010, Ch. 697, Sec. 43. (SB 189) Effective January 1, 2011. Operative July 1, 2012, by Sec. 105 of Ch. 697.)

4108. (a) It shall be the responsibility of each subcontractor submitting bids to a prime contractor to be prepared to submit a faithful performance and payment bond or bonds if so requested by the prime contractor.

(b) In the event any subcontractor submitting a bid to a prime contractor does not, upon the request of the prime contractor and at the expense of the prime contractor at the established charge or premium therefor, furnish to the prime contractor a bond or bonds issued by an admitted surety wherein the prime contractor shall be named the obligee, guaranteeing prompt and faithful performance of the subcontract and the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under the subcontract, the prime contractor may reject the bid and make a substitution of another subcontractor subject to Section 4107.

(c) (1) The bond or bonds may be required under this section only if the prime contractor in his or her written or published request for subbids clearly specifies the amount and requirements of the bond or bonds.

(2) If the expense of the bond or bonds required under this section is to be borne by the subcontractor, that requirement shall also be specified in the prime contractor's written or published request for subbids.

(3) The prime contractor's failure to specify bond requirements, in accordance with this subdivision, in the written or published request for subbids shall preclude the prime contractor from imposing bond requirements under this section.

(Amended by Stats. 1991, Ch. 754, Sec. 1.)

4109. Subletting or subcontracting of any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4110. A prime contractor violating any of the provisions of this chapter violates his or her contract and the awarding authority may exercise the option, in its own discretion, of (1) canceling his or her contract or (2) assessing the prime contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. In any proceedings under this section the prime contractor shall be entitled to a public hearing and to five days' notice of the time and place thereof.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4111. Violation of this chapter by a licensee under Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code constitutes grounds for disciplinary action by the Contractors State License Board, in addition to the penalties prescribed in Section 4110.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4112. The failure on the part of a contractor to comply with any provision of this chapter does not constitute a defense to the contractor in any action brought against the contractor by a subcontractor.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4113. As used in this chapter, the word "subcontractor" shall mean a contractor, within the meaning of the provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, who contracts directly with the prime contractor.

"Prime contractor" shall mean the contractor who contracts directly with the awarding authority.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4114. The county board of supervisors, when it is the awarding authority, may delegate its functions under Sections 4107 and 4110 to any officer designated by the board.

The authorized officer shall make a written recommendation to the board of supervisors. The board of supervisors may adopt the recommendation without further notice or hearing, or may set the matter for a de novo hearing before the board.

(Amended by Stats. 1989, Ch. 43, Sec. 1.)

▼ Contractor's License Detail for License # 970115

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.

Data current as of 5/20/2022 4:29:54 PM

Business Information

SVG CONTRACTORS INC
155 E MAIN AVE #110
MORGAN HILL, CA 95037
Business Phone Number:(408) 218-0993

Entity	Corporation
Issue Date	02/15/2012
Reissue Date	08/02/2016
Expire Date	08/31/2022

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ C21 - BUILDING MOVING, DEMOLITION
- ▶ A - GENERAL ENGINEERING
- ▶ B - GENERAL BUILDING
- ▶ C22 - ASBESTOS ABATEMENT (Check DOSH Asbestos Registration)

Certifications

- ▶ HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information

Contractor's Bond

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

Bond Number: 7900443972

Bond Amount: \$15,000

Effective Date: 08/02/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

- ▶ The qualifying individual SCOTT JOSEPH HELF certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 04/12/2017
[BQI's Bond History](#)
- ▶ This license filed Bond of Qualifying Individual number **100357614** for SCOTT TYLER RIGHETTI in the amount of **\$12,500** with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).
Effective Date: 07/27/2017
- ▶ The qualifying individual MARK DEWAYNE HUGHES no longer owns 10 percent or more of the voting stock/membership interest of this company; therefore, a Bond of Qualifying Individual is required.
Effective Date: 04/24/2018
Cancellation Date: 05/25/2022

Workers' Compensation

This license has workers compensation insurance with the [STATE COMPENSATION INSURANCE FUND](#)

Policy Number: 9152755

Effective Date: 02/13/2016

Expire Date: 02/13/2023

[Workers' Compensation History](#)

Miscellaneous Information

- ▶ 04/27/2018 - DOSH REGISTRATION VERIFIED FOR C22
- ▶ 04/27/2018 - C22 NOT VALID 04/25/18 TO 04/26/18

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▼ Contractor's License Detail for License # 668511

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- ▶ 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.

Data current as of 5/20/2022 4:33:46 PM

Business Information

UNLIMITED ENVIRONMENTAL INC
2300 E CURRY STREET BLDG B
LONG BEACH, CA 90805
Business Phone Number: (562) 981-6600

Entity Corporation
Issue Date 04/02/1993
Reissue Date 03/12/2001
Expire Date **03/31/2023**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ B - GENERAL BUILDING
- ▶ C21 - BUILDING MOVING, DEMOLITION
- ▶ C22 - ASBESTOS ABATEMENT (Check DOSH Asbestos Registration)

Certifications

- ▶ ASB - ASBESTOS (Check DOSH Asbestos Registration)
- ▶ HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [OHIO CASUALTY INSURANCE COMPANY \(THE\)](#).

Bond Number: D10722C

Bond Amount: \$15,000

Effective Date: 08/26/2019

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual WILLIAM SCOTT LANGE certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 07/13/2015

[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the [GREAT DIVIDE INSURANCE COMPANY](#)

Policy Number: WCA2008227

Effective Date: 04/01/2021

Expire Date: 04/01/2023

[Workers' Compensation History](#)

Miscellaneous Information

- ▶ 03/12/2001 - LICENSE REISSUED TO ANOTHER ENTITY
- ▶ 07/13/2015 - DOSH REGISTRATION VERIFIED FOR C22

Other

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

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▼ Contractor's License Detail for License # 864417

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- ▶ 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.

Data current as of 5/20/2022 5:00:07 PM

Business Information

RESOURCE ENVIRONMENTAL INC
13100 ALONDRA BLVD #108
CERRITOS, CA 90703
Business Phone Number:(562) 468-7000

Entity Corporation
Issue Date 09/19/2005
Expire Date 09/30/2023

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ C21 - BUILDING MOVING, DEMOLITION
- ▶ B - GENERAL BUILDING
- ▶ C22 - ASBESTOS ABATEMENT (Check DOSH Asbestos Registration)
- ▶ C-61 / D63 - CONSTRUCTION CLEAN-UP
- ▶ A - GENERAL ENGINEERING

Certifications

- ▶ ASB - ASBESTOS (Check DOSH Asbestos Registration)
- ▶ HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Bond Number: 100249505

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

- ▶ The qualifying individual JARED SLOAN COOPER certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 03/16/2018
[BQI's Bond History](#)
- ▶ The qualifying individual RICHARD BRADLEY MILLER certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 10/27/2021
[BQI's Bond History](#)
- ▶ This license filed Bond of Qualifying Individual number **6131038077** for CYNTHIA MARIE SKIFF in the amount of **\$12,500** with [UNITED STATES FIRE INSURANCE COMPANY](#).
Effective Date: 04/01/2022

NOTE: There are 4 qualifiers (with bonding information) for this license. Up to 3 are displayed on this page.

Workers' Compensation

This license has workers compensation insurance with the [GREAT DIVIDE INSURANCE COMPANY](#)

Policy Number: WCA2021740

Effective Date: 04/01/2019

Expire Date: 04/01/2023

[Workers' Compensation History](#)

Miscellaneous Information

- ▶ 08/07/2015 - DOSH REGISTRATION VERIFIED FOR C22
- ▶ 08/30/2021 - DOSH REGISTRATION VERIFIED FOR C22
- ▶ 10/27/2021 - DOSH REGISTRATION VERIFIED FOR C22

Other

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

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▼ Contractor's License Detail for License # 755357

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- ▶ 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.

Data current as of 5/20/2022 4:46:37 PM

Business Information

LEWIS TREE SERVICE INC
1500 BROMMER ST
SANTA CRUZ, CA 95062
Business Phone Number:(831) 476-1200

Entity Corporation
Issue Date 10/16/1998
Expire Date **10/31/2022**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-61 / D49 - TREE SERVICE

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [OHIO CASUALTY INSURANCE COMPANY \(THE\)](#).

Bond Number: 243935C

Bond Amount: \$15,000

Effective Date: 08/26/2019

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual NATHAN ALBERT LEWIS certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 10/16/1998

Workers' Compensation

This license has workers compensation insurance with the [MANUFACTURERS ALLIANCE INSURANCE COMPANY](#)

Policy Number: 2021011366889

Effective Date: 12/20/2021

Expire Date: 01/01/2023

[Workers' Compensation History](#)

▼ Contractor's License Detail for License # 669057

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.

Data current as of 5/20/2022 4:46:15 PM

Business Information

TOPE'S TREE SERVICE INC
P O BOX 51964
PACIFIC GROVE, CA 93950
Business Phone Number:(831) 373-7765

Entity Corporation
Issue Date 04/12/1993
Reissue Date 07/28/2011
Expire Date **07/31/2023**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-61 / D49 - TREE SERVICE

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Bond Number: 100164618

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual ANDREW GERARD TOPE certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 07/28/2011

Workers' Compensation

This license has workers compensation insurance with the [STATE COMPENSATION INSURANCE FUND](#)

Policy Number: 9287133

Effective Date: 11/01/2020

Expire Date: 11/01/2022

[Workers' Compensation History](#)

Miscellaneous Information

- ▶ 07/28/2011 - LICENSE REISSUED TO ANOTHER ENTITY



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CONTRACTORS
STATE LICENSE BOARD



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D-49 tree service

D-49 - Tree Service Contractor

California Code of Regulations

Title 16, Division 8, Article 3. Classifications

A tree service contractor prunes trees, removes trees, limbs or stumps (including grinding) and engages in tree or limb guying.

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1. Name, address and telephone number of the Owner including the contact person.
2. Name, address, EPA numbers, license number and telephone number of the Abatement Contractor including the contact person.
3. Name, address and description of the building, including size, age, and prior use of building.
4. The type and quantity of friable asbestos material involved and the description of the work.
5. Scheduled starting and completion dates.
6. Procedures that shall be employed to comply with the regulations.
7. The name, address, EPA number and telephone number of the transporter.
8. The name and address of the hazardous waste disposal facility where the asbestos waste shall be deposited.
9. The name and address of the Contractor.

Copies of all government agency correspondence and proof of delivery shall be delivered to the observation service. No work shall commence until verification of required notifications is made by the observation service.

L. Licenses:

Asbestos

Provide proof of State of California Contractors State License Board license (Asbestos C-22) and proof of Certificate of Registration for Asbestos-Related work with the Division of Occupational Safety and Health (DOSH) in accordance with Labor Code, Section 6501.8.

Lead

The contractor shall have the EPA's Renovation, Repair and Painting (RRP) certification. The abatement supervisor shall be a California Department of Public Health (CDPH) certified lead related construction supervisor. All workers and supervisors performing deleading activities shall have successfully completed CDPH training. Copies of all notifications, permits, applications, licenses and like documents required by Federal, State, or local regulations

- M. Certifications:** Encapsulant manufacturer's certification (when required) that the Abatement Contractor is an approved applicator of the encapsulants to be used on this project.
- N. Scaffolding:** Submit to the observation service prior to abatement work, certification from a licensed civil or structural engineer that the scaffolding design and installation is safe and adequate for the purpose for which it will be used. Submit a copy of the scaffolding permit when required by local regulatory agencies.
- O. First-Aid Supplies:** Provide a list in the form of a checklist, of the contents of the first-aid kit.
- P. Fire Extinguishers:** Provide product data, and submit a schedule indicating the locations of the extinguishers at the job site.
- Q. Manometer:** Shall have a built-in alarm and continuous hard copy readout.



You are here: [EPA Home](#) » [Lead](#) » Certified Renovation Firms

Certified Renovation Firms

The following certified firm matches the criteria that you specified.

- Certification Number: NAT-23762-2
- Discipline: Renovation

Renovation firms must apply for recertification every 5 years. The expiration of each firm's current certification is listed below. Go to [EPA's lead-safe certification program webpage](#) for more information or to apply online.

[New Search](#)

Show entries

Filter results:

Firm	Discipline	Certification Number	Expiration Date
Resource Environmental, Inc. 13100 Alondra Blvd Cerritos , California 90703 (562) 468-7000	Lead Abatement, Renovation	NAT-23762-3	04/23/2025

Showing 1 to 1 of 1 entries

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Disclaimer

For your convenience, the U.S. Environmental Protection Agency (EPA) publishes this list of certified renovation firms that meet EPA's standards to perform renovation activities involving lead-based paint. The list is an information resource only. EPA does not endorse any of the firms included on this list nor do we provide any warranty about their performance. Consumers are advised to request bids and conduct reference checks before engaging any firm/contractor.

FEBRUARY 10, 2017



You are here: [EPA Home](#) » [Lead](#) » [Certified Renovation Firms](#)
Certified Renovation Firms

There are no certified firms for below search.

- Firm Name : SVG Contractors
- Discipline: Renovation

[New Search](#)

FEBRUARY 10, 2017



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Certified Renovation Firms

The following certified firms match the criteria that you specified.

- Firm Name : Silicon Valley
- Discipline: Renovation

[New Search](#)

Renovation firms must apply for recertification every 5 years. The expiration of each firm's current certification is listed below. Go to [EPA's lead-safe certification program webpage](#) for more information or to apply online.

Show entries

Filter results:

Firm	Discipline	Certification Number	Expiration Date
Rebuilding Together Silicon Valley 1701 S. 7th Street San Jose , California 95112 408-578-9519	Renovation	NAT-40169-3	05/28/2025
Silicon Valley Demolition Inc. 155 East Main Avenue Morgan Hill , California 95037 408-218-0993	Lead Abatement, Renovation	NAT-F158743-2	11/17/2025
Silicon Valley Foundation 63 N 1st Street Campbell , California 95008 408-879-0710	Renovation	NAT-41529-3	09/22/2026

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Disclaimer

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FEBRUARY 10, 2017

If My Information Changes do I Have to Amend My Application?

A firm must amend its certification within 90 days of a change to information included in its most recent application. Examples of amendments include a change in the firm's name without transfer of ownership, or a change of address or other contact information. If a firm fails to amend its certification within 90 days of the date the change occurs, then it will not be authorized to perform renovations until its certification has been amended.

Amending a certification will not affect the validity of the existing certification or extend the certification expiration date. EPA will issue the firm a new certificate if necessary to reflect information included in the amendment. Firm certifications are not transferable. If the firm is sold, the new owner must submit a new initial application for certification.

- Amend your application online <<https://epa.gov/lead/lead-renovationabatement-firm-certification-application-or-update>>

Fee Schedule

Fee Type	Amount
Renovation Firm Certification/Recertification	\$300 (this fee is \$20 for a tribal firm)
Lead-based Paint Activities Certification/Recertification (Abatement, Inspection, Risk Assessment)	\$550 (this fee is \$20 for a tribal firm)
Combined Renovation and Lead-based Paint Activities Firm Application	\$550 (this fee is \$20 for a tribal firm)
Replacement Certificate	\$15

Fee Refund Policy

Firms having submitted an application and associated fees for certification or re-certification who wish to withdraw their application prior to Agency approval will receive a fee refund based upon the schedule listed below. Firms who request a refund more than 10 days after the Agency receives the application will receive only a partial refund.

Number of Days Following Agency Receipt of Application	Percent Reimbursable (based upon total fees submitted)
Up to 10 days	100%
11 to 60 days	75%
61 to 120 days	50%
121 or more days	25%

Note: Refunds will only be made after EPA verifies fee receipt and deposit by the U.S. Treasury. Firms must notify the Agency in writing in order to qualify for a refund. The date of withdrawal is the date on which the Agency received the withdrawal notification. EPA will not refund fees after granting a firm certification or re-certification. If your application is disapproved, then EPA will not refund fees. Refunds are not available for replacing a certificate. Refund and withdrawal requests must be sent to the following address:

U.S. EPA
P.O. Box 14417
Washington, DC 20044-4417

Have a Question?

- Search frequent questions about lead <<https://epa.gov/faqs/search/topics/lead-315205>>
- View frequent questions about applying for firm certification <<https://epa.gov/faqs/search/topics/lead-315205/topics/applying-certification-or-accreditation-315223>>.
- Contact the Lead Hotline <<https://epa.gov/lead/forms/lead-hotline-national-lead-information-center>>



You are here: [EPA Home](#) » [Lead](#) » [Certified Renovation Firms](#)
Certified Renovation Firms

There are no certified firms for below search.

- Firm Name : Unlimited Environmental
- Discipline: Renovation

[New Search](#)

FEBRUARY 10, 2017

shall be disposed properly.

A walk through with the City arborist and Contractor shall be done to properly mark trees to be removed before execution of work. Tree removal of trees not designated for removal shall be 3:1 replacement, of comparable size at maturity and native species. Fines and cost of replacements will be calculated and shall be borne by the Contractor and deducted from Contractor payment.

3 TREE TRIMMING

Trees designated for trimming/pruning shall be as shown on the plan and wrapped with ribbon. Contractor may trim/prune additional trees to remain to execute their work and to protect remaining trees from damage due to Contractor's operations, subject to the approval of the Engineer and the Arborist. Tree Trimming shall be done by a licensed tree removal contractor and shall not remove more than 30% of any one tree's canopy. Trees shall be allowed to develop their natural forms and shall not be trimmed as topiaries or other unnatural forms.

The City arborist shall monitor all tree trimming and pruning. Broken limbs of trees to remain and not impacted by Contractor's operations shall be cut, removed, and disposed.

END OF SECTION



- *Good*. Tree is healthy and vigorous, as indicated by foliage color and density, and has no apparent signs of insect, disease, structural defects, or mechanical injury. Tree has good form and structure.
- *Fair*. Tree is in average condition and vigor for the area, but may show minor insect, disease, or physiological problems. Trees in fair condition may be improved with correctional pruning.
- *Poor*. Tree is in a general state of decline. Tree may show severe structural or mechanical defects which may lead to failure, and may have insect or disease damage, but is not dead.

Tree health was evaluated by visually inspecting each tree from its root crown to its foliar canopy for signs of decay, disease, or insect infestations. In accordance with MMC's definition of a "tree," dead trees were not inventoried.

GPS data were collected using a Trimble® Geo 7 Series GPS and were then digitized using Trimble® GPS Pathfinder and ESRI® ArcGIS 10.4. GPS data were collected using geographic coordinate system Universal Transverse Mercator (UTM) Zone 10 North and the World Geodetic System 1984 (WGS84) datum.

RESULTS

DD&A inventoried 96 trees in the vicinity of the buildings proposed for demolition, including 33 Monterey pines (*Pinus radiata*), 30 Eucalyptus (*Eucalyptus* sp.), 23 Monterey cypresses (*Hesperocyparis macrocarpa*), four (4) acacia (*Acacia* sp.), three (3) canyon live oaks (*Quercus chrysolepis*), one (1) coast live oak (*Quercus agrifolia*), one (1) Australian tea tree (*Leptospermum laevigatum*), and one (1) myrtle (*Myrtus* sp.) (**Figure 1, Appendix A, and Appendix B**). Most trees are in average vigor for the area but are showing signs of decay, disease, and insect infestations, including pitch canker (*Fusarium circinatum*), oak branch canker, foamy bark canker, oak ambrosia beetles, and *Phytophthora* root and crown rot. No symptoms of sudden oak death were observed.

DISCUSSION

Per conversations with Wallace Group, the City's engineering consultant for the project, demolition and excavation at Cypress Knolls would be limited to three (3) inches deep within the existing building footprints. Due to the shallow depth of excavation, demolition is not likely to significantly impact the dripline of any adjacent tree and tree removal is not required to successfully implement the project. However, it is recommended that trees whose canopies overlap or abut buildings are trimmed prior to demolition. In accordance with the City's Tree Protection Guidelines and with California Fish and Game Code, the following measures are recommended to avoid or minimize potential adverse impacts resulting from tree trimming:

1. Trimming must conform to the guidelines and best management practices established in **Appendix C**, must be performed by a **qualified tree removal contractor**, and must not remove more than 30 percent of any one tree's canopy. Trees shall be allowed to develop their natural forms and shall not be trimmed as topiaries or other unnatural forms.

DISCUSSION

Per conversations with Wallace Group, the City's engineering consultant for the project, excavation due to building demolition in the proposed City Park would be limited to three (3) inches deep within the footprints of all existing 47 buildings (to remove debris) and excavation due to soil remediation would extend to six (6) inches deep and six (6) feet out from five buildings (buildings T-2150, T-2170, T-2189, T-2191, and T-2213).

Due to the shallow depth of excavation required for demolition, demolition is not likely to significantly impact the dripline of any adjacent tree and tree removal would not be required to successfully implement this portion of project; however, it is recommended that trees whose canopies overlap or abut buildings are limbed or trimmed prior to demolition. In accordance with the City's Tree Protection Guidelines and with California Fish and Game Code, the following measures are recommended to avoid or minimize impacts potential adverse impacts resulting from tree trimming:

1. Trimming must conform to the guidelines and best management practices established in **Appendix C**, must be performed by a qualified tree removal contractor, and must not remove more than 30 percent of any one tree's canopy. Trees shall be allowed to develop their natural forms and shall not be trimmed as topiaries or other unnatural forms.
2. Work should be timed to avoid the breeding and nesting season for raptors and other protected avian species. If work must occur during the avian breeding and nesting season (approximately February 1 through September 15), surveys for nesting birds shall be conducted no more than 15 days prior to project activities in all areas within 300 feet of the project footprint that may provide suitable nesting habitat. If nesting birds are identified during surveys, an appropriate buffer shall be imposed within which no work or disturbance will take place (generally 300 feet in all directions). A qualified biologist shall be on-site during work re-initiation in the vicinity of the nest offset to ensure that the buffer is adequate and that the nest is not stressed and/or abandoned. No work shall proceed in the vicinity of an active nest until such time as all young are fledged, or until after September 16, when young are assumed fledged.

Due to the level of excavation required for soil remediation, tree removal would be required around buildings T-2150, T-2170, T-2189, T-2191, and T-2213 and would include the following trees:

- Tree 1278 (acacia in fair condition),
- Tree 1279 (acacia in fair condition),
- Tree 1281 (acacia in fair condition),
- Tree 1282 (Australian cheesewood in fair condition), and
- Tree 1319 (Monterey pine in poor condition).

Per UVSP Tree Standards, mitigation (i.e., replacement) would not be required for removal of these trees, which are non-native species or native trees in poor condition. However, in accordance with City Code, a tree removal permit from the City would be required to remove all living trees, including trees in poor condition. Therefore, a completed tree removal permit application for Trees 1278, 1279, 1281, 1282, and 1319 is included in this report as **Appendix D**. Tree removal must conform to any requirements established

17.62.030 Unlawful actions upon trees.

Unless otherwise exempted, it is unlawful for any person to:

- A. Remove, damage or relocate or cause to be removed, damaged or relocated any tree within the city without first obtaining a tree removal permit following the provisions of Section [17.04.060](#), unless said removal, damage or relocation is exempted by Section [17.04.040](#) or [17.04.050](#);
- B. Conduct construction activities within the drip line of any tree unless these activities are conducted in compliance with tree protection guidelines adopted by resolution of the planning commission. (Ord. 2020-07 § 2, 2020; Ord. 2006-19 § 1, 2006)

The Marina Municipal Code is current through Ordinance 2022-01, passed March 1, 2022.

Disclaimer: The city clerk's office has the official version of the Marina Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

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17.62.060 Tree removal permit.

A. *Application.* A person who desires to remove or relocate any tree on any property unless exempted by Section [17.62.040](#) or [17.62.050](#) shall first secure a tree removal permit from the city. An application for such a permit shall be made on an application form provided by the city accompanied by fees established pursuant to action by the city council. The application shall contain the following:

1. The number, species, size, location of each tree proposed for removal and that may potentially be affected by the proposed development;
2. A statement on the reason for the requested action; and
3. Any other pertinent information determined necessary by the community development director or designee, such as an arborist report, prepared by a tree expert, that includes the following:
 - a. Physical identification of each tree on site that is addressed by the report, either by number or colored tag that is attached to each tree and keyed to the report,
 - b. A site plan that identifies the location of each tree on site that is addressed by the report, its root zone and canopy in relation to proposed development,
 - c. Size, species, health, and impacts anticipated by the proposed development, and
 - d. Whether the tree is proposed for preservation or removal;
4. That identifies all existing and proposed site improvements and the location, root zone drip line, and canopy of each tree in the arborist report.

B. *Review Process.* The community development director or designee, upon review and recommendation by the tree committee, may approve, deny or conditionally approve a request for removal. If the request is a part of a development proposal that requires review by the site and architectural design review board, the minor subdivision committee, and/or the planning commission, the community development director or designee shall refer the application together with a recommendation for action thereon to the appropriate reviewing body.

C. *Required Findings for Approval of Tree Removal Permit.* The following findings are required prior to approval or conditional approval of a tree removal permit:

1. The tree is in poor condition and is in danger of falling within proximity to existing structures, high pedestrian traffic areas such as parking lots, playgrounds and pedestrian walkways, or interference with utility services that cannot be controlled or remedied through reasonable preservation and/or preventive procedures and practices; or
2. The tree is host to a plant, or insect, or other parasitic organism which endangers other adjacent healthy trees; or

3. The location of more than three trees conflicts with the construction of street or sidewalk improvements, storm drain, traffic signals or signs; or
4. The number of trees on the site is in excess of the number of healthy trees the site is able to support, based on such considerations as tree species, growth characteristics, general health of the stand, tree age, solar orientation and soil condition; or
5. The applicant outlines other clearly documented and compelling reasons for the removal or relocation of a tree which do not include the elimination of falling leaves or shade, or improving a view; and
6. The tree does not serve as part of a windbreak system, or assist in drainage or in the avoidance of soil erosion, or serve as a component of a wildlife habitat, or otherwise play a prominent role in maintaining the existing urban forest; and
7. Due to the tree's contribution to the aesthetic beauty of the area, the removal would not have a substantial detrimental effect on neighboring property values; and
8. If the removal request is concurrent with development plans for the property and the development plans indicate that it is necessary to remove or relocate the tree to enable reasonable and conforming use of the property which is otherwise prevented by the location of the tree.

D. *Conditions of Approval.* If it is determined by the appropriate approval authority that adverse effects of tree removal can be mitigated, conditions shall be imposed on the removal including, but not limited to, one or more of the following:

1. *Tree Removal and Protection Plan.* Tree removal information shall be provided on the grading permit prior to issuance. All tree protection shall be installed and approved by the grading inspector prior to removal or retention of any trees. The tree removal and protection plan shall include:
 - a. Trees approved for removal;
 - b. Trees required to be preserved or relocated;
 - c. Tree protection guideline notes to include an objectively observable maintenance and care plan and program to be implemented to insure the continued health and care of other trees on the property during construction in accordance with tree protection guidelines adopted by resolution of the planning commission.
2. *Compensation Plans.* Requiring the replacement or placement of additional trees on the property and/or the payment to the city to fund the purchase, the planting and the maintenance of off-site replacement trees by the city pursuant to a city-adopted public tree planting plan. Such replacement trees and/or payment shall be based upon having the combined DBH of the replacement trees equal to the combined DBH of the healthy trees to be removed unless the compensation plan is appealed, in which case the city council may approve tree replacement at a lesser rate. However, until such time as said public tree planting plan is adopted, such replacement trees and/or payment shall be based upon the replacement of the healthy trees to be removed on a minimum two-for-one basis or multiplied by three for each tree removed in violation of this chapter,

unless the compensation plan is appealed, in which case the city council may approve tree replacement at a lesser rate.

3. *Site Restoration Plan.* Requiring restoration of ground surface area in the vicinity of tree removals. Such restoration shall include but not be limited to the removal of tree stumps and the filling of any holes left by the tree removals.

E. *Public Notice.*

1. In the event that the tree removal request is associated with a development proposal, the public shall be informed of said request following the noticing procedures for said development proposals pursuant to Marina's subdivision and zoning ordinances.

2. In the event that the tree removal request is not associated with a development proposal and the city manager or designee grants a tree removal permit, a notice of such action shall be posted on the site together with information relative to appeal rights.

F. *Display of Tree Removal Permit.* Prior to and during the removal of any tree approved for removal, a copy of the tree removal permit shall be displayed on site. If no tree removal permit is displayed, the city will issue a stop work order and commence the city's administrative fine process. (Ord. 2020-07 § 2, 2020; Ord. 2006-19 § 1, 2006)

The Marina Municipal Code is current through Ordinance 2022-01, passed March 1, 2022.

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Chase Tinsley

From: Josh Freeman <josh@superiorhydroseeding.net>
Sent: Friday, May 13, 2022 8:28 AM
To: Chase Tinsley
Cc: Iridian Tello; Albert Sanchez Jr.
Subject: Re: City of Marina: City Park Barracks and Cypress Knolls Buildings Blight Removal Project-ADDENDUM 6

Hi Chase,

Thanks for the update on addenda #6. We actually don't do wood chips/mulch, but the hydroseeding option I'm sure would be less expensive. Do you have a quantity in mind as far as how much disturbed area you expect needing hydroseeded?

Thanks,

Josh Freeman
Lead Estimator | CPESC | QSD/QSP
Superior Hydroseeding, Inc.
250 W. Riverside Drive
Watsonville, CA 95076
Office: (831)763-1811

On Thursday, May 12, 2022, 04:53:49 PM PDT, Chase Tinsley <chase@resource-env.com> wrote:

Hi Josh-

See addendum 6 – can you please quote whichever way is cheapest – or give alts?

Thank you,

Chase Tinsley

Director, Bids and Project Administration

RESOURCE ENVIRONMENTAL, INC.

ENVIRONMENTAL REMEDIATION & DEMOLITION

13100 Alondra Blvd., Ste #108, Cerritos, CA 90703

Office (562) 468-7000 / Cell (530) 379-6687

Fax (562) 468-0600

www.resourceenvironmental.com

CSLB# 864417--A,B,C-21,C-22,C-61/D-63,ASB & HAZ

standards, with regard to the construction of water facilities.

The "Standard Specifications for Public Works Construction," (Green Book), are incorporated herein by this reference. Copies may be purchased from Building News, Inc., 3055 Overland Avenue, Los Angeles, California 90034.

300.18 USE OF DISTRICT SEWERAGE FACILITIES

The District and the State of California have regulations on the types of wastes that are allowed to be discharged into its sewers in order to protect the facilities of the District and its operations to meet its discharge requirements. The section on the use of District sewerage facilities in the District's Code, including a separate supplement, sets forth these requirements. These provisions establish conditions under which certain users are required to obtain permits for use of District sewerage facilities. Applicants whose sewage discharges qualify them for a permit shall not be allowed to connect the building sewer to the District lateral sewer or sewer main until a written notification is provided by the District allowing the hookup. All users must comply with the discharge prohibitions established in the District's Code.

300.19 PROJECT CONSTRUCTION

300.19.1 Notification

Signed Utility Plans and notices shall be given to the District Engineer at least 48-hours before starting construction. Applicant shall also notify the city, and/or County inspector's prior to work within public right-of-way. For a complete review of the construction inspection requirements, please refer to the District's Construction Manual.

300.19.2 License Requirements

1. The applicant's contractor shall have a Class A or C-34 license.
2. The applicant's contractor shall have a business license to operate within the city having jurisdiction.

300.19.3 Preconstruction Meeting

A preconstruction conference is to be held no sooner than 24-hours before starting construction, at which will be present the applicant's contractor's working foremen and/or job superintendent, the applicant's engineer, the District inspector, and a representative from the District's O&M Department. The purpose of this meeting will be to answer any questions on District specification requirements, to obtain the contractor's construction schedule, and to discuss any known circumstances that might affect job installation.

Preconstruction Meeting Agenda: Without relieving the developer of responsibilities outlined elsewhere in the specifications; the District will present to the developer a list of requirements that may contain, but will not be limited to, the following items:

1. Order of work
2. Working hours
3. Site Accessibility
4. District facilities that will be taken off-line for construction
5. Startup operations of new facilities and other District facilities affected by the project



05/20/2022

City of Marina
Public Works Department
809 Cypress Ave
Marina, CA 93833

Attn: Elvie Camacho

Re: City of Marina City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project
Bid Submission Protest

Ms. Camacho,

Please allow this letter to serve as Unlimited Environmental's (UEI) protest of bids submitted to the City of Marina for the City Parks Barracks and Cypress Knolls Building Blight Removal 2022 Project, specifically SVG Contracting (SVG), Inc and Resource Environmental, Inc (Resource).

After careful review of the bid specifications, addendum details and bids submitted by both SVG and Resources the following was found to be noncompliant with the bid specifications and addendums, which would cause the respective bid proposals to be non-responsive and should be rejected.

SVG failed to designate a Tree Trimming Subcontractor as required in the bid specifications outlined in A5 Designations of Subcontractors and the Technical Specifications Section 107-3, Tree Trimming... *"Tree Trimming shall be done by a licensed tree removal contractor and shall not remove more than 30% of any one tree's canopy."* Also as required by the CSLB, a D-49 Tree Service Contractor license is required to perform tree pruning services, SVG does not hold a D-49 license and therefore would require a subcontractor to perform said work. UEI received several bids from license D-49 contractors to perform the specified Tree Trimming scope of work, none of the bids received were less than the \$25,000. As required in A5 Designation of Subcontractors, bidders were required to list all subcontractors whose portion of work would be more than one-half of one percent of the bidders' total aggregate bid. A rough calculation of SVG's bid would require SVG to list any subcontractor utilized on this project whose subcontract would exceed \$19,952. I would respectfully ask SVG be required to provide proof of proposal from a D-49 licensed contractor with a specified scope of work as determined by the bid specifications, a total price less than the one half of one percent of their aggregate bid as required in the bid specifications and dated prior to the city's bid opening. If they are unable to do so, the failure to list designated subcontractors would render SVG's bid nonresponsive and therefore should be rejected. Furthermore, in April of 2022 SVG made a change to the Qualifying Individual on their Contractors State License, specifically the C-22 Asbestos Abatement License. Mark Dwayne Hughes, is the individual who holds the C-22 license for SVG, changed from a RMO (Responsible Managing Officer) to a RME (Responsible Managing Employee). Although Mr. Hughes is still shown on SVG's contractor's license, an updated Bond of Qualifying Individual is not on file with the CSLB, and the current bond which secures the C-22 license is due to expire on May 25, 2022 (see attached printout from the CLSB). Without a Bond

of Qualifying Individual for the C-22 license, the license will be suspended, and SVG would not be licensed to perform Asbestos Abatement work. Again, SVG failed to designate an Asbestos Abatement contractor on the A5 Designated Subcontractor, which again would render SVG's bid nonresponsive and therefore should be rejected.

During the bid opening, it was brought to the attention of the bidders by the city, there was an irregularity with Resource Environmental's bid submission. The bid submitted by Resource failed to include an actual/accurate "*GRAND TOTAL BID*" on the bid schedule. The value identified as the "*GRAND TOTAL BID*" on the Bid Schedule differed from the "*GRAND TOTAL*" line item on first page of A3 Proposal Form (labeled page 8). The bid submission did not tally the total of all line items represented on the bid schedule, and the amount identified as the "*GRAND TOTAL BID*" was the same as the "*TOTAL BASE BID*". This error leads to ambiguity in the bid submitted by Resources and presents a disadvantage to all bidders.

With the consideration Unlimited Environmental submitted a qualified bid and was the second lowest responsive bidder, respectfully we ask you to consider award of the contract to UEI.

Respectfully,



Jill Dupleich
Vice President
Unlimited Environmental, Inc

Sweeney Mason LLP

M. Jonathan Robb, Jr.
Attorney at LawJROBB@SMWB.COM
SWEENEYMASON.COMO. 408-356-3000
F. 408-354-8839

June 7, 2022

*Via Overnight Mail and Email*Brian McMinn
City Of Marina
211 Hillcrest Avenue
Marina, CA 93933
Email: bmcminn@cityofmarina.orgCITY OF MARINA
ENGINEERING
JUN 07 2022
RECEIVED
3:56pm
JMR**Re: City of Marina, City Park Barracks and Cypress Knolls Building Blight
Removal 2022 Project ("Project")
SVG Contractors, Inc.'s Response to UEI and REI's Bid Protests**

Dear Mr. McMinn:

Our firm represents SVG Contractors, Inc. ("SVG") in connection with the bid protests of Unlimited Environmental, Inc. ("UEI") and Resource Environmental, Inc. ("REI") to the above Project. SVG received the protests via your letter of May 31, 2022, and hereby responds.

The protests of UEI and REI are without merit because (1) they misstate the law, (2) SVG is qualified by law to perform tree trimming work through its A and B licenses, (3) SVG maintains an EPA Renovation, Repair, and Painting ("RRP") certification, (3), SVG maintains a C-22 asbestos abatement license, and (4) the clerical errors raised by REI are generally false or meaningless. SVG was clearly the lowest responsible bidder, and should be awarded the contract. The City should not countenance REI and UEI's bold attempt to excessively overbid the Project, but still obtain the award by aggressive legal process.

There are no material errors or irregularities within SVG's bid. SVG is qualified. It is the lowest responsible bidder. Simply, the City is legally obligated to maintain its award of the contract to SVG.

A. REI Misstates the Law; Errors Must Be Material to Disqualify a Bid

REI's recitation of law is inaccurate because it ignores whether the alleged defect is material. Public owners have a statutory obligation to award the contract to the "lowest responsible bidder." (Pub. Contract Code §§ 10180, 20162, 20672, 10185; *Universal By-Products, Inc. v. City of Modesto* (1974) 43 Cal.App.3d 145, 152). The lowest responsible bidder is the bidder whose bid is the lowest monetary bid, who responds to the requirements of the proposed work, and who is financially responsible and qualified to do the work. (*Inglewood-Los Angeles County Civic Center Authority v. Superior Court of Los Angeles County*, (1972) 7 Cal.3d 861; *Associated Builders & Contractors v. San Francisco Airports Commission*, (1999) 21 Cal.4th 352, 366.) "A bid is responsive if it promises to do what the bidding instructions require." (*DeSilva Gates Construction, LP v. Department of Transportation* (2015) 242 Cal.App.4th 1409, 1417.)



In assessing whether the bid does what the instructions require, substantial conformity is required. (*Id.* at 1422.) That is because, “Not every mistake on a bid is sufficiently significant to render the bid nonresponsive.” (*Id.* at 1420.) Variances may not affect the amount of the bid or give the bidder an unfair advantage. (*Id.* at 1422.) Even assuming SVG’s bid was technically non-responsive, the allegations asserted in the bid protests are immaterial to the amount of SVG’s bid and should be waived by the City.

B. SVG is Properly Licensed to Self-Perform Tree Trimming Work

Both REI and UEI raise that SVG does not maintain a C-61/D-49 tree service license, and contend that SVG is therefore not qualified. The argument is without merit. SVG is a licensed contractor with A, B, C-21, and C-22 licenses, and a Hazardous Substances Removal certification with the Contractors’ State License Board. (EPA certifications are mentioned below.) California Business and Professions Code section 7056 defines a general engineering contractor as follows:

A general engineering contractor is a contractor whose principal contracting business is in connection with fixed works ***requiring specialized engineering knowledge and skill***, including the following divisions or subjects: ***irrigation, drainage***, water power, water supply, flood control, inland waterways, harbors, docks and wharves, shipyards and ports, dams and hydroelectric projects, levees, river control and reclamation works, railroads, highways, streets and roads, tunnels, airports and airways, sewers and sewage disposal plants and systems, waste reduction plants, bridges, overpasses, underpasses ***and other similar works***, pipelines and other systems for the transmission of petroleum and other liquid or gaseous substances, ***parks, playgrounds and other recreational works***, refineries, chemical plants and similar industrial plants requiring ***specialized engineering knowledge and skill***, powerhouses, powerplants and other utility plants and installations, mines and metallurgical plants, ***land leveling and earthmoving projects, excavating, grading, trenching***, paving and surfacing work and cement and concrete works in connection with the above-mentioned fixed works. (Emphasis added.)

The list of works in Section 7056 is not exhaustive. (*Ron Yates Construction Co. v. Superior Court* (1986) 186 Cal.App.3d 337, 345-347 [discussing application of *ejusdem generis*].) Section 7056 instead includes an expansive definition allowed the class A licensee to perform such work that requires “specialized engineering knowledge and skill.” (*Id.* at 345-347.)

In comparison, the permissible scope of a C-61/D-49 Tree Service Contractor is much more limited. A C-61/D-49 licensee is one who “prunes trees, removes trees, limbs or stumps (including grinding) and engages in tree or limb guying.” (CCR, Title 16, Div. 8, Art. 3, C-61/D-49.) A contractor with a different license “may perform work within the field and scope of the operations of Classification C-61, provided the work is consistent with established usage and procedure in the construction industry and is related to the specialty contractor’s classification.” (CCR, Title 16, Div. 8, Art. 3, C-61.) **That is, by the express terms of California’s licensing regulations, contractors do not need to be licensed as a D-49 licensee to perform tree trimming services.**

Further, the code specifies when specialty licenses are required in addition to A or B licenses. For example, with asbestos work, a “contractor shall not engage in asbestos-related work” unless the

contractor maintains a specialty C license. (Bus. & Prof. Code, § 7058.5.) No such restriction applies to tree-trimming work.

Given the scope and location of the work, SVG's Class A General Engineering Contractor License more than sufficed for this project and the lesser C-61/D-4 license is superfluous as it is fully encompassed within the class A license requirements. (*See Pacific Caisson & Shoring Inc. v. Bernards Bros. Inc.* (2011) 198 CalApp.4th 681, 690 [involving a contractor holding an A license but not a C-12 license required by the bid documents, and holding that the A license sufficed].)

Here, SVG's A license includes the same work authorized by the D-49 specialty license. Specifically, the A license allows SVG to perform work at parks and playgrounds which frequently include trees. It also allows SVG to level land and perform grading work, presumably including the removal of trees. By SVG's specialized skill and knowledge, it is fit to perform tree trimming work.

In fact, SVG and its related company Silicon Valley Demolition have performed tree trimming work for decades, including perhaps dozens of projects, including but not limited to the following:

1. Swinerton Builders - Laurel Dell Elementary School, Increments 1 & 2 (Trimming and Removal)
2. Plaza Construction - CMI Data Center (Removal)
3. San Jose/ Evergreen Community College District - SJCC Building K and Gym Demolition (Trimming and Removal)
4. City of San Francisco - PW Geary & Steiner Pedestrian Overcrossing (Trimming and Removal)
5. Clayco Construction - DuPont Chemical Plant, Oakley (Removal)
6. Contra Costa Community College District - C-4016, Inc. 3, Demo/Abatement of PS, BS & Other Structures (Trimming and Removal)

SVG has never before been questioned whether it could perform this work.

The plans for the Project include detailed descriptions of the means and methods for the required tree trimming. The plans mention that the City Arborist will maintain supervision of the tree trimming. This detail achieves the purposes of Monterey County referenced by REI to protect trees. While SVG could perform the tree trimming work without that significant level of detail, with it, SVG is more than competent and responsible to perform the work.

SVG has the proper legal licensing to perform the tree trimming work. Further, SVG's extensive experience with tree trimming work indicates they are a responsible choice to perform the work.

C. SVG is Properly Certified with An EPA RRP Certification

REI contends that SVG lacked an EPA RRP certification. The contention is false. A true and correct copy of SVG's RRP certificate is attached as Exhibit "A."

D. SVG is Properly Licensed with a C-22 Asbestos License

UEI speciously argues that SVG's C-22 license may lapse in the future. While that is true of all licenses, SVG's C-22 license remains valid as per Exhibit "B." SVG will maintain proper licensing throughout the Project.

E. Other Alleged Clerical Errors Are Without Merit

REI provides without meaningful support a list of "irregularities and clerical errors." That list, and why they are incorrect, is as follows:

- 1. REI argues that SVG provided a notary acknowledgement rather than a jurat.** That is false. On the face of the non-collusion affidavit, in the lower left corner, the notary stated, "subscribed and sworn to before me." That language indicates a jurat. The second page acknowledgment does not change the nature of the jurat on the first page.
- 2. REI argues that SVG entered bid bond amounts too low for its bid.** SVG realizes that the bid bond amount stated was \$43 too low. Attached as Exhibit "B" is a letter from the bond surety indicating that the clerical error does not require any modification to SVG's bid. The law pertaining to clerical errors is discussed below.
- 3. REI argues that SVG stated, "Please see attached" where it should have provided information.** This seems to reference SVG's experience history, where the bid form provided seven lines. SVG attached a chart containing nineteen lines. Providing extra information is not a material defect to the bid.
- 4. REI argues that SVG did not extend its unit prices or add the amount sums.** SVG realizes that, because of rounding, its numbers vary by less than \$5.00 in total. REI's argument that \$5 impacts the bid price is without merit. SVG stands by its total bid price.

F. In the Alternative, Any Deviation was Minor and Excusable

When the alleged defect does not affect the amount of the bid, state law provides a public entity with discretion to waive inconsequential defects in a bid. (*Ghilotti Construction v. City of Richmond* (1996) 45 Cal.App.4th 897, 900 ["we hold that a public entity may waive inconsequential deviations from contract specifications in a public contract bid."]) It is well-established that the awarding authority may waive a non-substantial or immaterial irregularity in a bid. (*Id.*) A substantially conforming bid, even if not strictly responsive, should nevertheless be accepted if the variance cannot and did not affect the amount of the bid or give the bidder an advantage or benefit not allowed other bidders. (*See, Menefee v. County of Fresno* (1985) 163 Cal.App.3d 1175.) Here, the City thus has the discretion and authority to accept any non-material departures from the bidding instructions.

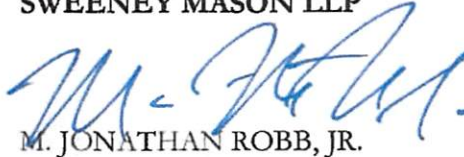
The protests of UEI and REI raise issues that are immaterial and provide no competitive advantage or impact on the amount of the bid. As to the tree-trimming work, UEI and presented a

bid that allocated \$30,000 to the tree trimming work, using Tope as the tree-trimming subcontractor. The fourth-lowest bidder (JDML) presented a bid of \$62,485 for tree-trimming work, also using Tope as its subcontractor. However, SVG's bid allotted \$75,260 for its self-performed tree-trimming work. Accordingly, no competitive advantage was afforded to SVG where it would have been less expensive for SVG to hire Tope. Further, the clerical errors mentioned above do not impact the amount of the bid. Of course, the contentions that SVG does not possess proper licenses or certificates where it has those licenses or certificates are both without merit and also do not impact the bid.

For the above reasons, UEI and REI's bid protests must be rejected. As the lowest responsible bidder, SVG should be awarded the contract. If the City requires any further clarification concerning the licensure requirements, SVG reserves its rights to supplement this response.

Sincerely,

SWEENEY MASON LLP

A handwritten signature in blue ink, appearing to read "M. Jonathan Robb, Jr.", is written over the printed name.

M. JONATHAN ROBB, JR.

MJR:

Attachments

c: City Manager *via email* (mmowery@cityofmarina.org)
Ms. E. Camacho *via email* (elviec@wallacegroup.us)

EXHIBIT A

United States Environmental Protection Agency

This is to certify that



SVG Contractors, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires November 17, 2025

NAT-F158743-2

Certification #

June 08, 2020

Issued On



A handwritten signature in black ink that reads "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

EXHIBIT B



June 7th, 2022

RE: SVG Contractors, Inc
155 East Main Ave
Morgan Hill, CA 95037

PROJECT: City Park Barracks and Cypress Knolls Buildings, Blight Removal 2022 Project

To Whom It May Concern:

DeSando Insurance Services LLC of San Jose, CA provides bid and payment and performance bonds on the behalf of SVG Contractors, Inc.

On May 16th, 2022, DeSando Insurance Services LLC issued a performance and payment bonds for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project in the amount of \$399,000.00. During the issuance there was a clerical error made by our firm in which the bid bond should have been issued for \$399,432 to coincide with SVG Contractors, Inc bid in the amount of \$3,990,432. As the acting power of attorney for American Contractors Indemnity Company who is the underwriting surety for said bond, we can reissue another bid bond in the amount of \$399,432 or we will issue a performance and payment bonds for the full contract value of \$3,990,432. I want to assure you that bond we issued will fully satisfy all bond requirements for said project.

We are confident that you will find SVG Contractors, Inc a pleasure to work with. Please feel free to contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Angelo DeSando'.

Angelo DeSando
President
Power of Attorney

PH: 408-268-3333
FAX: 408-264-7016

6081 Meridian Ave Ste 70-125
San Jose, CA 95120

www.desandoins.com
info@desandoins.com



June 7, 2022

City of Marina
Attn: Brian McMinn
211 Hillcrest Ave
Marina, Ca 93933

CITY OF MARINA
ENGINEERING

JUN 07 2022

RECEIVED

Handwritten signature
1:25pm

**Re: City of Marina, City Park Barracks and Cypress Knolls Building Blight Removal 2022 Project –
Bid Protest RESPONSE**

Dear Mr. McMinn:

Unlimited Environmental, Inc. (UEI) is receipt of the bid protest submitted to the City of Marina by Resource Environmental, Inc (Resource). Although the bid protest submitted by Resource was difficult to follow and lacked organization, UEI has carefully reviewed the protest letter, the project specifications and applicable laws and regulations, UEI has found Resources protest letter contains falsifications of facts and defamatory allegations against UEI that simply are not true. Please allow this letter to serve as UEI's formal response to the Bid Protest letter submitted by Resources on May 20,2022.

Resource has asserted UEI does not hold the appropriate certification, specifically the EPA RRP certification, to perform the Lead Remediation scope of work. The Technical Specifications for Lead was prepared by M3 Environmental (M3) who contracted with the City of Marina for the City Parks (Barracks) and Cypress Knolls Removal 2022 Project. The Disclaimer and Copyright Notice of M3's specifications states, "Although reasonable efforts have been used to ensure correctness, the Abatement Contractor should bring any discrepancies to the immediate attention of the Owner and M3". During research of the RRP certification and the specifications, discrepancies were found in the Technical Specification, particularly Section 02080 Asbestos & Lead Paint Abatement Section 2.4 (L) License. In the technical specifications, M3 has identified licensing requirements that are not required for this project, specifically in Section 2.4 (L) Licenses: Lead which requires the contractor to "have the EPA's Renovation, Repair and Painting (RRP) certification." The RRP is only required by the EPA when a firm is performing renovations, repairs and painting projects that disturb Lead Based Paint in homes and school buildings. It does not pertain to buildings being completely demolished. Please see attached confirmation email from NLIC, an affiliate of Goodwill of the Finger Lakes under contract with the US EPA, which confirms the rule does not apply to the demolition of an entire free-standing building or structure. Therefore, M3's assumption the RRP would be required by the EPA for this specific project is incorrect and the contractor performing demolition of the structures would not require the RRP as identified by M3. Thus, Resource's challenge based on this issue is wrong and should not be considered.

With the understanding that UEI will self-perform lead stabilization and demolition of the structures, UEI would not be required to list a subcontractor in the performance of this scope of work. All UEI lead abatement supervisors and laborers are trained and certified through the State of California through CDPH. Therefore, Resources argument that UEI is unqualified to perform work relative to Lead Based Paint removal as part of the demolition of the buildings, is unfounded and inaccurate.

Resource has also raised the issue of the scope of work related to the wood chip usage on the project as apart of erosion control. It is an industry standard that hydroseeding is a form of erosion control, moreover it is defined as "often used as an erosion control technique on construction sites". UEI listed Superior Hydroseeding Inc, (Superior) as the subcontractor to perform the hydroseeding/erosion control scope of work. UEI's bid clearly identifies a subcontractor, Superior, who holds a C-61/D-59 Hydroseed Spraying license to perform this scope of work, rendering UEI compliant with the bid specifications for hydroseeding. UEI's bid price does in fact include the spreading of woodchips as required by the specification, the cost to do said work falls below the percentage required to identify a subcontractor, therefore a subcontractor was not listed. Furthermore, Resource believes it has knowledge of UEI's means and methods for the performance of this scope of work and has made an unfounded claim UEI "disregarded the requirement to apply wood chips and planned to only hydroseed the areas in question". This unfounded assertion is baseless, and untrue. Unless Resources has gained unlawful access to UEI 's proprietary information, they are unaware of our means and methods. UEI is fully aware of the specifications regarding Site Restoration and will fully comply with the requirements.

Resource has also raised an issue with a clerical error that has been addressed. UEI's bid form did contain a clerical error with regards to the Unit Prices and Item Cost. Addendum 5 included a revised bid form, which included Bid Clarification. The Bid Clarification of the Revised A3 Proposal Form per Addendum No.5 addressed discrepancies between the unit price and the line item cost" stating " if the amount set forth as a unit price is...the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price". The bid tabulation issued by the City of Marina shows the correct Unit Prices for UEI's bid, and I can confirm they are correct. Apparently, Resource did not fully read the Addendum 5, otherwise this would have been a moot issue, with the consideration of the Bid Clarification in Addendum 5. Based on the Bid Clarification in Addendum 5 UEI's clerical error is inconsequential to the overall bid.

The depths to which Resources has attempted to challenge UEI's bid is telling with their contention the signatures in the bid package were electronic. The bid documents called for signatures to be in handwriting. Handwriting is defined as script, to which all signatures were signed in handwriting. The bid documents did not require a wet signature. Therefore, Resources attempt to protest UEI's bid based on the use of electronic signatures, are unfounded and should not be considered.

UEI has submitted a solid and sustainable bid for the performance of the work in accordance with the bid package for the City of Marina, and we are prepared to honor our commitment reflected in the bid. UEI's bid is neither unbalanced or nonresponsive as Resource contends. UEI used aggressive outreach

to local vendors and means/ methods were engineered to allow UEI to present a competitive bid. Resource has only presented a few hypothetical situations/ possibilities including inaccurate and false information that does nothing to substantiate their bid protest and instead defames UEI in an effort to obtain this project. Nothing in Resources bid protest as to UEI shows any failure on UEI's part to comply with the City of Marina's applicable ordinances or the bid documents. UEI has addressed the issues raised by Resource and thus there is no evidence that awarding the project to UEI would violate the City's applicable codes or other applicable law.

If you have any questions, please contact me via email or my cell phone at 562.577.0861.

Respectfully,



Jill Dupleich

Executive Vice President
Unlimited Environmental, Inc.

Encl.

Cc: Ms. E Camacho



Jill Dupleich <jill@ueiteam.com>

NLIC COMMENTS/QUESTIONS

Bonnie <Epaemail@abvi-goodwill.com>

To: jill@ueiteam.com

Fri, Jun 3, 2022 at 1:33 PM

Good afternoon Jill,

Thank you for contacting the National Lead Information Center concerning whether demolition of a school falls under the Renovation, Repair and Painting (RRP) Rule and would require certification.

The RRP Rule covers renovations, which are defined as modifications of existing structures or portions of structures. The rule does not apply to demolitions of an entire free-standing building or structure.

Since demolition of an entire structure does not fall under the RRP Rule, there is no need for certification of your company or an individual.

The RRP Rule can be found under 40 CFR Part 745 Subpart E. Please feel free to go to the link on the EPA's website at <https://www.ecfr.gov/current/title-40/chapter-I/subchapter-R/part-745> if you would like to review the regulations for the RRP Rule in greater detail.

For further information there are a number of informational documents available on the EPA's website (www.epa.gov/lead) under the 'Get educational materials about lead' link at <https://www.epa.gov/lead/lead-safety-documents-and-outreach-materials>. If you have any further questions please feel free to contact us at 1-800-424-LEAD.

Sincerely,

Bonnie

NLIC Information Specialist

NLIC is operated by ABVI, an affiliate of Goodwill of the Finger Lakes, under contract with the U.S. EPA.

United States Environmental Protection Agency

This is to certify that



Unlimited Environmental Inc

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires June 22, 2027

NAT-77916-3

Certification #

June 08, 2022

Issued On



A handwritten signature in black ink that reads "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

Meets EPA Regulations

Nº 55947



OCCUTRAIN

OCCUPATIONAL TRAINING INSTITUTE, INC.

BE IT KNOWN TO ALL THAT

Nestor Reyes

1430 S. Tenth Ave, Arcadia, CA 91006

HAS SUCCESSFULLY COMPLETED A 1 DAY COURSE AND, AFTER PASSING

THE REQUIRED EXAMINATION, IS AWARDED THIS CERTIFICATE

May 15, 2022

ON



FOR

RENOVATOR INITIAL-ENGLISH

Per 40 CFR 745-225

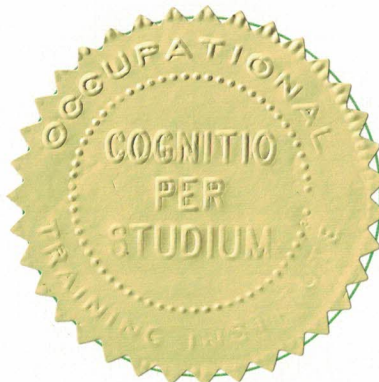
Course Date: May 15, 2022

NAT-RV-I-21933-22-00484-EN

ACCREDITATION NO.

May 15, 2027

EXPIRATION DATE



Exam Date: May 15, 2022

Nubia Ayala-Training Manager

AUTHORIZED SIGNATURE

Alfredo Amaro

EXAM ADMINISTRATOR

Meets EPA Regulations

Nº 52670



OCCUTRAIN

OCCUPATIONAL TRAINING INSTITUTE, INC.

BE IT KNOWN TO ALL THAT

Jose A. Garcia

624 E. Chestnut Ave, Santa Ana, CA 92701

HAS SUCCESSFULLY COMPLETED A 1 DAY COURSE AND, AFTER PASSING

THE REQUIRED EXAMINATION, IS AWARDED THIS CERTIFICATE

July 10, 2021

ON



FOR

RENOVATOR INITIAL-ENGLISH

Per 40 CFR 745-225

Course Date: July 10, 2021

NAT-RV-I-21933-21-00312-EN

ACCREDITATION NO.

July 10, 2026

EXPIRATION DATE



Exam Date: July 10, 2021

Nubia Ayala-Training Manager

AUTHORIZED SIGNATURE

Alfredo Amaro

EXAM ADMINISTRATOR

From: Jill Dupleich <jill@ueiteam.com>
Sent: Tuesday, June 14, 2022 11:00 AM
To: Elvie Camacho
Cc: Nestor Reyes; Scott Lange;
bmcminn@cityofmarina.org
Subject: Re: City Barracks and Cypress Knolls
Buildings Blight Removal 2022 Project -
Bid Protest RESPONSE
Attachments: EPA Lead Certificate exp. 06.22.27.pdf;
Nestor Reyes-RRP-cert.pdf; Jose Garcia
Renovator Certification.pdf

Good Morning Elvie,
I wanted to reach out to see if there is an update on the protest and/or award for the City Barracks and Cypress Knolls project. Also, I wanted to make sure you have a copy of the attached RRP certification for UEI. I have included the corporate certifications for the RRP as well as the UEI supervisor and management which holds the certification, for Jose Garcia and Nestor Reyes, for your review and reference.

Any update you can provide would be greatly appreciated.

Best Regards,

Jill Dupleich
Executive Vice President
2300 E Curry St Building B | Long Beach, CA 90805
*****PLEASE NOTE OUR NEW ADDRESS*****
P. (562) 981-6600 | C. (562) 577-0861 | F. (562) 981-2218 | E. jill@ueiteam.com
www.UElteam.com



DEMOLITION SERVICES

- Industrial, Commercial & Military Demolition
- Interior Demolition & Renovation
- Plant Decommissioning & Dismantlement
- Salvage & Asset Recovery
- Underground & Aboveground Tank Removal
- Excavation, Backfill & Compaction
- Site Clearing, Rough Grading

ABATEMENT SERVICES

- Asbestos Removal
- Lead Removal
- Mold Removal
- Hazardous Waste Transportation

On Tue, Jun 7, 2022 at 4:02 PM Elvie Camacho <elviec@wallacegroup.us> wrote:

Jill,

In behalf of the City of Marina, this is to acknowledge receipt of your response to the bid protest.
Attached is your response letter with City stamp for your file.

Thank you,

Elvie

From: Jill Dupleich <jill@ueiteam.com>

Sent: Tuesday, June 7, 2022 1:21 PM

To: bmcminn@cityofmarina.org; Elvie Camacho <elviec@wallacegroup.us>

Cc: Nestor Reyes <nestor@ueiteam.com>; Scott Lange <scott@ueiteam.com>

Subject: City Barracks and Cypress Knolls Buildings Blight Removal 2022 Project - Bid Protest RESPONSE

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. McMinn,

Please find attached UEI's response letter to the bid protest submitted to the City of Marina for the above referenced bid package.

Confirmation of receipt of this email would be greatly appreciated.

Best Regards,

Jill Dupleich

Executive Vice President

2300 E Curry St Building B | Long Beach, CA 90805

*****PLEASE NOTE OUR NEW ADDRESS*****

P. (562) 981-6600 | C. (562) 577-0861 | F. (562) 981-2218 | E. jill@ueiteam.com

www.UETeam.com



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- Site Clearing, Rough Grading

ABATEMENT SERVICES

- Asbestos Removal
- Lead Removal
- Mold Removal
- Hazardous Waste Transportation

RESOURCE

June 7, 2022

Sent via Email (bmcminn@cityofmarina.org)

Brian McMinn
Public Works Director
City of Marina
211 Hillcrest Ave
Marina, CA 93933

CITY OF MARINA
ENGINEERING
JUN 07 2022
RECEIVED

MM 4:58pm

RE: **RESPONSE TO PROTEST – City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project**

Dear Mr. McMinn,

Resource Environmental, Inc. ('Resource') is in receipt of your letter, dated May 31, 2022, offering Resource an opportunity to respond to a bid protest filed by Unlimited Environmental, Inc. ('UEI'), of Resource's bid for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project ('Project'). Resource appreciates the City's efforts to make careful, informed decisions in these serious matters and is responding accordingly.

UEI's protest of Resource is frivolous and without merit. UEI alleges Resource failed to accurately add its line items and state its "GRAND TOTAL BID" on the bid schedule. UEI further argues this "error" led to ambiguity in Resources pricing, which somehow presented a disadvantage to all bidders. Your letter asks Resource to request the City to waive any immaterial deviations of the bidding requirements that did not affect pricing or give an unfair advantage. There is no avenue available for Resource to make this request because no deviation exists.

TOTAL BASE BID (ITEMS 1 THROUGH 11) (In Words)	(In Figures)
	\$

GRAND TOTAL BID (ITEMS 1 THROUGH 11) (In Words)	(In Figures)
	\$

Please review the above and the following, with an emphasis on the bold text. A3 Proposal Form per Addendum 5, Bid Schedule, page 9, asks for the "TOTAL BASE BID (**ITEMS 1-11**).\" A3 Proposal Form per Addendum 5, Bid Schedule, page 10, asks for the "GRAND TOTAL BID (**ITEMS 1-11**).\" Resource cannot request the City waive the immaterial defect UEI alleges because there is no defect – Resource strictly complied with the instructions to bidders and listed its bid amount for Items 1-11. As UEI notes,

Resource Environmental Inc.
13100 Alondra Blvd, Suite 108, Cerritos, CA 90703
Office: 562.468.7000 Fax: 562.468.0600
License #864417 / DIR #1000003121

RESOURCE

Resource's "GRAND TOTAL BID" on other pages, which ask for the total of "the base bid and all alternates," is in fact its grand total bid. Resource erred on the side of caution and followed the instructions verbatim – which UEI and SVG should have (and failed to do) done as well. In fact, UEI altered the bid form and wrote its own line in "(GRAND TOTAL BID (ITEMS 1 THROUGH 13))." If any bid is defective, it is UEI's. Again, UEI's argument is without merit because there is no defect.

Resource's compliance with the specifications did not provide any disadvantage to the other bidders and UEI gives no explanation to how Resource's form provides a disadvantage. As stated in Resource's protest, UEI and SVG are the bidders with numerous competitive advantages over Resource and the others. For review and clarification:

SVG Contractors, Inc.

- At the time of bid submission, SVG was not certified as an RRP contractor as required by the specifications and PCC. Awarding the contract to the noncompliant bidder allows it to engage in destructive and illegal bid shopping after the award of the contract, in direct violation of State law and public policy. This bid shopping allows them potentially to secure a lower price than the other bidders, which is again, an **unfair advantage**, requiring a nonresponsive determination. Additionally, this mistake would allow SVG to withdraw its bid under PCC 5103, which affords them another **unfair advantage**, since they can see the spread and decide whether or not to move forward with award without forfeiting their bid security. As stated in your letter, a defect lending an advantage to one bidder over another cannot be waived by the City.
- At the time of bid submission, SVG did not list a licensed tree removal/service contractor as required by the specifications and PCC. Awarding the contract to the noncompliant bidders allows it to engage in destructive and illegal bid shopping after the award of the contract, in direct violation of State law and public policy. This bid shopping allows them to potentially secure a lower price than the other bidders, which is again, an **unfair advantage**, requiring a nonresponsive determination. As stated in your letter, a defect lending an advantage to one bidder over another cannot be waived by the City.
- SVG did not correctly extend its unit prices, leading to defects in the pricing of its bid line items and total bid. Such defects allowed SVG to request its bid be withdrawn per PCC 5103, without forfeiting its bid security. This defect affects SVG's price, resulting in a **material deficiency** requiring a nonresponsive determination. This allowed SVG to decide whether it would request relief, without forfeiting its bid security, AFTER seeing the spread and pricing of other bidders. Obviously, this affords SVG an **unfair competitive advantage** over Resource and the other bidders – and as stated in your letter, does not allow the City to waive the defect.

While the specifications instruct the awarding body to interpret certain defects in unit pricing bid schedules for the purpose of determining bid results, these instructions do not void the fact the bidder could seek relief under PCC 5103. The City's attempts to resolve these situations are commendable, but there is no way for the City to know the bidder's actual intentions with these mistakes. Of note – had the City's predetermined resolution of unit price discrepancies resulted in a substantially low bid, the City would have accepted a withdrawal request. Reference *Emma*

Resource Environmental Inc.
13100 Alondra Blvd, Suite 108, Cerritos, CA 90703
Office: 562.468.7000 Fax: 562.468.0600
License #864417 / DIR #1000003121

RESOURCE

Corporation v Inglewood Unified School District. It does not support California law or the public's interests to force a bidder to lose money when a mistake is made and relief is timely requested.

- SVG failed to notarize its bid bond, which the specifications mandate. As stated in Resource's protest, material defects of a bid include a failure to comply with specifically mandated requirements of the instructions to bidders. Importantly, the lack of notarization presents another **unfair advantage** over Resource and the other bidders. SVG can now argue the bid bond was never knowingly or wittingly signed by an authorized signer of the corporation – allowing them, again, to see the spread and decide if that argument needed to be made.
- SVG's bid bond was executed and delivered at less than 10% of its total bid. The specifications require, throughout, a 10% bid bond to be submitted for a bid to be declared responsive. SVG can now argue its surety did not agree to the price of its bid and request relief under PCC 5103 – after seeing the other bidder's numbers – which afford them an **unfair advantage** over Resource and the other bidders. Additionally, the other bidders needed to include bid bond costs for 10% of their bid. SVG did not do this, allowing them to develop more competitive pricing. This is yet another **unfair advantage** for SVG.
- SVG failed to provide the required jurat of the non-collusion affidavit. At the time of bid, the City cannot know if SVG "subscribes and swears" it did not participate in collusion in the development of its bid pricing.

Unlimited Environmental, Inc.

- At the time of bid submission, UEI was not certified as an RRP contractor as required by the specifications and PCC. Awarding the contract to the noncompliant bidder allows it to engage in destructive and illegal bid shopping after the award of the contract, in direct violation of State law and public policy. This bid shopping allows them to potentially secure a lower price than the other bidders, which is again, unfair, requiring a nonresponsive determination. Additionally, this mistake would allow UEI to withdraw its bid under PCC 5103, which affords them another **unfair advantage**, since they can see the spread and decide whether to move forward with award without forfeiting their bid security. As stated in your letter, a defect lending an advantage to one bidder over another cannot be waived by the City.
- At the time of bid submission, UEI listed a subcontractor for erosion control that cannot fulfill the entire scope. In addition, their line item for utility capping is unbalanced and they may violate MCWD standards (UEI does not hold, and did list, a Class A license) by self-performing or PCC by subcontracting without listing the subcontractor in its bid submission. Awarding the contract to the noncompliant bidder allows it to engage in destructive and illegal bid shopping after the award of the contract, in direct violation of State law and public policy. This bid shopping allows them to potentially secure a lower price than the other bidders, which is again, an **unfair advantage**, requiring a nonresponsive determination. Additionally, this mistake would allow UEI to withdraw its bid under PCC 5103, which affords them another **unfair advantage**, since they can see the spread and decide whether or not to move forward with award without forfeiting their bid security. As stated in your letter, a defect lending an advantage to one bidder over another cannot be waived by the City.

Resource Environmental Inc.
13100 Alondra Blvd, Suite 108, Cerritos, CA 90703
Office: 562.468.7000 Fax: 562.468.0600
License #864417 / DIR #1000003121

RESOURCE

- UEI listed the same price for its unit prices as its total prices, leading to defects in the pricing of its bid line items and total bid. This defect affects UEI's price, resulting in a **material deficiency** requiring a nonresponsive determination. Such defects allow UEI to request its bid be withdrawn per PCC 5103, without forfeiting its bid security. This allows UEI to decide whether it would request relief, without forfeiting its bid security, AFTER seeing the spread and pricing of other bidders. Clearly, this affords UEI an **unfair competitive advantage** over Resource and the other bidders – and as stated in your letter, does not allow the City to waive the defect.

While the specifications instruct the awarding body how to interpret certain defects in unit pricing bid schedules, these instructions do not void the fact the bidder could seek relief under PCC 5103. The City's attempts to resolve these situations are admirable, but there is no way for the City to know the bidder's actual intentions with these mistakes. There would be no argument that the City would hold SVG or UEI to its bid if the discrepancy resolutions led to a bid in the hundreds of thousands of dollars. The City would likely encourage SVG or UEI to withdraw its bid in this scenario.

- UEI failed to notarize its bid bond, which the specifications mandate. As stated in Resource's protest, material defects of a bid include a failure to comply with specifically mandated requirements of the instructions to bidders. Importantly, the lack of notarization presents another **unfair advantage** of UEI over Resource and the other bidders. UEI can now argue the bid bond was never knowingly or wittingly signed by an authorized signer of the corporation – allowing them, again, to see the spread and decide if they needed to request relief. As stated in your letter, a defect lending an advantage to one bidder over another cannot be waived by the City.
- UEI presented a partially telegraphed or telephonic version of its bid bond. The specifications are clear in A2 Information for Bidders, Item 2.4 Proposal (Form A3), "No oral, telegraphic or telephonic proposals or modifications will be considered." As stated in Resource's protest, material defects of a bid include a failure to comply with specifically mandated requirements of the instructions to bidders. Importantly, the telegraphic bond provides another **unfair advantage** of UEI over Resource and the other bidders. UEI can now argue the bid bond was invalid – allowing them, again, to see the spread and decide if they needed to request relief. As stated in your letter, a defect lending an advantage to one bidder over another cannot be waived by the City.

To maintain compliance with Marina Municipal Code 13-02, the City should not consider any new bases of protest at this time. While Resource understands the importance of allowing an affected bidder to explain or expand on their positions, each bidder had an opportunity to file a written protest within a codified amount of time - three working days of the bid. Permitting SVG or UEI more time to formulate additional bases of protest would provide them yet another unfair advantage not enjoyed by Resource or the other bidders. Should the other bidders attempt to list new protest bases, Resource requests the City disregard any new allegations and redact them from the official record.

Resource Environmental Inc.
13100 Alondra Blvd, Suite 108, Cerritos, CA 90703
Office: 562.468.7000 Fax: 562.468.0600
License #864417 / DIR #1000003121

RESOURCE

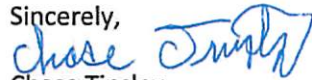
Attention is directed to City of Marina Resolution No. 2011-195, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA SUSTAINING BID PROTEST ON BEHALF OF REPUBLIC ITS ... TO APPARENT LOW BID OF AMLAND CORP FINDING THAT AMLAND CORP BID IS NONRESPONSIVE, AWARDED CONSTRUCTION CONTRACT TO REPUBLIC ITS... FOR LED STREETLIGHT REPLACEMENT ..." This appears to be the last time the City determined a bid protest for a construction project.

In this matter, the City of Marina City Council voted to sustain a bid protest from the 2nd place bidder, Republic Its, for the Amland Corp.'s failure to submit certain information from the bid form and other inconsequential irregularities. Republic Its did not even allege material defects affecting price or providing unfair advantages in Amland's bid, yet City Staff still requested Council sustain the protest – stating, "It is, however, staff's request that, **in order not to establish a custom of allowing routine corrections of bids which would threaten the integrity of the bidding process**, that the protest to Amland's bid as nonresponsive should be sustained." Resource requests the City abide by its established precedent and sustain the protest of the lowest responsive, responsible bidder. **Attempting to waive material defects or allowing unfair advantages through a rebid does exactly** what City Staff tried to prevent over a decade ago – it casts a shadow over the integrity of the entire bidding process, resulting contract, and future City solicitations.

The City must elect to award the contract to the lowest responsive bidder – Resource Environmental, Inc. Should the City decide to reject all bids and rebid the project, SVG and UEI, having seen the bid numbers of other contractors and with additional time to assess and correct their own bids, **would continue to reap unfair advantages over other bidders.** SVG and UEI would then have the proverbial "two bites at the apple." This situation would be in direct contrast with California law, which calls for fair, open, and transparent bids that are *competitively* bid. Further, other bidders will likely attempt to "cut corners" and decrease their pricing to secure the contract. The City would be setting itself up for substandard performance (to the detriment of many preservable trees) with a high likelihood of claims, disputes, and even lawsuits.

Resource complied with all provisions of the instructions to bidders and California law. Resource made no errors in its competitive bid schedule; submitted a notarized, original fully executed bid bond; is fully licensed and certified to perform the work in the project specifications; and listed every required subcontractor, except those with resulting subcontracts at less than 0.5% of its bid. SVG has 8 (eight) material defects in its bid affecting price or affording them advantages not enjoyed by other bidders. UEI has 7 (seven) material defects in its bid affecting price or affording them advantages not enjoyed by other bidders. Only 1 (one) material defect affecting price or providing an advantage is needed to require a nonresponsive determination. Accordingly, Resource Environmental, Inc. requests the City reject Unlimited Environmental, Inc.'s protest of Resource as frivolous and without merit, and awards the contract to the lowest responsive, responsible bidder – Resource Environmental, Inc.

Sincerely,



Chase Tinsley

Director, Bids and Project Administration

cc: Elvie Camacho, Wallace Group, Construction Manager (elviec@wallacegroup.us)

Resource Environmental Inc.
13100 Alondra Blvd, Suite 108, Cerritos, CA 90703
Office: 562.468.7000 Fax: 562.468.0600
License #864417 / DIR #1000003121

RESOURCE

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RESOLUTION NO. 2011-195

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA SUSTAINING BID PROTEST ON BEHALF OF REPUBLIC ITS OF NOVATO, CALIFORNIA TO APPARENT LOW BID OF AMLAND CORP., OF SAN JOSE, CALIFORNIA FINDING THAT AMLAND CORP., BID IS NON RESPONSIVE, AWARDING CONSTRUCTION CONTRACT TO REPUBLIC ITS OF NOVATO CALIFORNIA, FOR LED STREETLIGHT REPLACEMENT AT VARIOUS LOCATIONS IN CITY OF MARINA AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS AND ALL CHANGE ORDERS ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY.

WHEREAS, at the regular meeting of February 17, 2010, the City Council adopted Resolution # 2010-24 authorizing the acceptance a grant from the California Energy Commission (CEC) for energy efficiency projects in the amount of \$99,160; and

WHEREAS, the CEC grant monies will allow for the purchase of approximately 115 new LED street light fixtures on City owned light poles. The LED type fixtures typically use 45% to 60% less electricity than the existing high pressure sodium vapor lights fixtures. This type of illumination will produce a cleaner whiter light; and

WHEREAS, on September 8, 2011, five sealed bids were received, opened and publicly read for the project; and

WHEREAS, on September 13, 2011, a bid protest was received from Farley Associates on behalf of the second lowest bidder, Republic ITS, on the basis that the apparent low bid of Amland Corp. was non responsive; and

WHEREAS, based on the statement on the bid form that "All portions of this Bid Form must be completed . . . Failure to do so may result in the Bid being rejected as non responsive" together with Amland Corp.'s failure to submit the information required by Section 10.0 of the bid form, the apparent low bid of Amland Corp. is non responsive to the instructions provided to bidders.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Sustain the bid protest received from Farley Associates on behalf of Republic ITS on the basis that the bid of Amland Corp. is non responsive.
2. Award a the contract for the Streetlight Project to Republic ITS of Novato CA substantially in the form attached hereto as Exhibit 1.
3. Authorize the City Manager to execute the contract documents on behalf of the City subject to the final review and approval of the City Attorney.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 15th day of November 2011, by the following vote:

AYES: COUNCIL MEMBERS: Amadeo, Brown, Ford, O'Connell

NOES: COUNCIL MEMBERS: Delgado

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Acting Deputy City Clerk

EXHIBIT A

THIS AGREEMENT, made and entered into this ____ 2011, by and between The City of Marina, a municipal corporation of the State of California, hereinafter called "City of Marina" or "City" and _____ of _____, hereinafter called "Contractor,"

WITNESSETH:

FIRST: Contractor hereby covenants and agrees to furnish and provide all labor, materials, tools, appliances, equipment, plant and transportation, and all other things required or necessary to be furnished, provided or done, and build, erect, construct and complete the work at the time and in the manner provided, and in strict accordance with the plans and specifications therefore, for **PROJECT** adopted by the Council of the City of Marina on June 3, 2011.

SECOND: It is expressly understood and agreed that this contract consists of the following documents, all of which are incorporated into this agreement and made a part hereof as fully and completely as if set forth herein verbatim, to wit:

- a. Accepted Proposal;
- b. Proposal Guaranty Bond;
- c. Contract Agreement;
- d. Performance Bond;
- e. Bond for Labor and Material;
- f. Proposal Supplement Including an Experience Statement and List of Proposed Subcontractors;
- g. These Specifications;
- h. Insurance.

THIRD: That said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work embraced and contemplated in this Agreement and as set forth in the Proposal adopted by the City of Marina, a true copy thereof hereto attached, also, for all loss or damage arising out of the nature of said work, or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until the acceptance thereof by the City of Marina and for all risk connected with the work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the said Plans and Specifications and the provisions of this Agreement, and the requirements of the Engineer under them, to wit: The prices as set forth in the Proposal of said Contractor for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein.

\$ _____

The undersigned Contractor further agrees to so plan the work and to prosecute it with such diligence that said work, and all of it, shall be completed on or before the expiration of the time specified in the Special Provisions after execution of the contract on behalf of the City of Marina and the receipt from the City of Marina of a notice to proceed with the work.

FOURTH: The City of Marina hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Specifications; and the said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

FIFTH: No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause the annulment of this contract, so far as the City of Marina is concerned. All rights of action, however, for any breach of this contract are reserved to City.

SIXTH: Contractor shall keep harmless and indemnify the City of Marina, its officers and employees and agents, from all loss, damage, cost or expense that arises or is set up for infringement of patent rights of anyone for use by the City of Marina, its officers, employees or agents, of articles supplied by the Contractor under this contract, of which he is not entitled to use or sell. Contractor agrees to, at his own cost and expense, defend in court the City, its officers, agents and employees, in any action which may be commenced or maintained against them or any of them, on account of any claimed infringement of patent rights, arising out of this agreement.

SEVENTH: The Contractor agrees to immediately repair and replace all defective material and workmanship discovered within one year after acceptance of final payment by Contractor and to indemnify said City of Marina against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Provided, however, that if such failure of the Contractor to perform should not, by reasonable diligence, be discoverable or discovered within said one year, then the obligation of the Contractor to repair and replace said defective material or workmanship shall continue until one year after the actual discovery thereof.

EIGHTH: The Contractor agrees at all times during the progress of the work to carry with insurance carriers approved by the City of Marina full coverage workmen's compensation and public liability insurance in the form and to the extent called for in Section 7-1.12 of the Standard Specifications, State of California, 2006 Edition. Such insurance policy shall contain an endorsement that the same shall not be canceled nor the amount of coverage be reduced until at least 30 days after receipt by the City of Marina by certified or registered mail of a written notice of such cancellation or reduction in coverage.

NINTH: Contractor agrees to comply with all applicable federal, state and municipal laws and regulations, including but not limited to California Labor Code Division 2, Part 7, Chapter 1 regarding Public Works and Public Agencies.

TENTH:

(a) The City is subject to laws relating to public agencies which are part of this contract as though fully set forth herein.

(b) Contractor shall comply with Cit City of Marina Municipal Code Chapter 13.02 Local Hiring for Public Works.

(c) Contractor shall comply with laws relating to the work.

ELEVENTH:

(a) Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall indemnify, defend (with independent counsel reasonably acceptable to the City) and hold harmless City, its Council, boards, commissions, employees, officials and agents ("Indemnified Parties" or in the singular "Indemnified Party") from and against any claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs including but not limited to reasonable attorney's fees, court costs, expert witness fees and costs of alternate dispute

resolution (collectively "Liabilities"), where same arise out of the performance of this Agreement by Contractor, its officers, employees, agents and sub-contractors, excepting only that resulting from the sole negligence, active negligence or willful misconduct of City, its employees, officials, or agents.

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Contractor shall indemnify, protect, defend (with independent counsel reasonably acceptable to the City) and hold harmless City and any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or the acts or omissions of an officer, employee, agent or subcontractor of the Contractor, excepting only liability arising from the sole negligence, active negligence or willful misconduct of City.

(c) All obligations under this section are to be paid by Contractor as incurred by City. The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any worker's compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to defend the Indemnified Party, as provided above, Contractor, upon notice from the City, shall defend any Indemnified Party at Contractor's expense by counsel reasonably acceptable to the City. An Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended.

(e) This obligation to indemnify and defend City, as set forth herein, is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this Section.

TWELFTH: In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

CITY OF MARINA

CONTRACTOR

By : _____
Anthony J. Altfeld, City Manager

By: _____

Print Name: _____

Date: _____

Address: _____

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

ATTESTED:

Anita Sharp, Acting Deputy City Clerk

Date: _____

REVIEWED

By: _____
Risk Management

Exhibit B



AMLAND CORP.

3168 Knights Bridge Rd, San Jose, CA 95132 Tel: 408-929-3949 Fax: 408-298-4344

CONTRACTOR'S SPECIAL STATEMENT OF EXPERIENCE REFERENCE

Amland Corp. has been in business for many years as Construction Electrical Contractor. The following are past completed projects performed by Amland Corp.

Project Name	Owner's name	Contract Value	Completion date	Owner's Rep
Install Light & Traffic Operation System	Caltrans 04-151284	\$ 1,751,478	11/20/2007	Wasseff, Wagdy 510-385-7146
Install Light & Traffic Signal	Caltrans 04-3A3604	\$ 907,980.00	06/26/2007	Borraya, Salvador 510-377-4168
Install Light & Traffic Signal	Caltrans 04-444604	\$182,574.02	10/04/2006	Duan, Frank 510-231-7139
Install Light & Traffic Signal	Caltrans 10L-OL3904	\$229,638.80	04/03/2008	Jaswinder Singh
Install Light & Traffic Signal	Caltrans 04-448104	\$522,787.00	06/10/2009	Borraya, Salvador 510-377-4168
Install Light & Traffic Operation System	Caltrans 04-1E5804	\$809,319.34	06/01/2010	Borraya, Salvador 510-377-4168
Replace 12KV Electrical Switchgears	Caltrans 04-042244	\$2,418,670.00	01/16/2012	Borraya, Salvador 510-377-4168


AMLAND

1401 Felipe Road, San Jose, CA 95122 Tel: 408-929-3949 Fax: 408-298-4344

September 27, 2011

Mr. Craig Oliver
 City of Marina, Building Division
 209 Cypress Avenue
 Marina, CA 93933

 Transmit via E-mail COLiver@ci.marina.ca.us

Reference: Bid Protest by Farley Associates, dated September 13, 2011
Streetlight Replacement Project

KP

Dear Mr. Oliver:

Amland Corp. (Amland) hereby provides our response to the above referenced bid protest.
 Amland is full compliance and responsive to the bid requirements.

Protest #1:

Failure to provide Bidder's Statement of Financial Responsibility Technical Ability & Experience (Section 10). Amland's bid (as provided to us) did not include the Bidder's Statement as part of the bid or as an attachment.

Response #1:

Amland submitted the bid on September 8, 2011 along with an attachment to Section 10. The attachment provides Amland's statement of financial responsibility, technical ability, and experience as requested in Section 10.

Protest #2:

Failure to complete Section 8.0 – Representations of Bidder. Amland's bid did not provide the name and title of the person signing the bid on behalf of the bidder Amland.

Response #2:

Under Section 8.0, the requested names and titles of persons signing the bid, on behalf of bidder, is applicable for a partnership organization. Amland is organized as a corporation. Amland provided the name and title of person signing this bid, on behalf of bidder, in the DECLARATION (Sheet 7).

Protest #3:

Failure to complete Section 8.0 – Representations of Bidder. Amland's bid listed "Kevin Phan" as the California Contractors License name when the name on the license is Amland Corp.

Response #3:

Kevin Phan is a "Qualifying Individual" of the contractor license. As defined by the CSLB, the qualifying individual is the person who meets the experience and examination

requirements for the license and who is responsible for the employer's or principal's construction operations. Therefore, the name "Kevin Phan" as stated in Section 8.0 is appropriate and is not misleading in any manner.

Protest #4:

Page 1 of the bid listed Amland's street address as 1401 Felipe Ave., San Jose. But the address for Amland according to Contractors State License Board is 3168 Knights Bridge Road, San Jose.

Response #4:

Amland has more than one operating addresses. The address 1401 Felipe Ave, San Jose is one of our office and operational center.

Additional Protest:

"In addition, a search of the California Secretary of State's website revealed that Amland Corporation, Entity Number C1749073, was suspended by the Secretary of State. According to the website, suspended status means ..."

Response to Additional Protest:

Our company is named "Amland Corp." (Entity Number C2276623). Our contractor licenses (#572858), bid bond, performance bond, payment bond, liability insurance are under the entity Amland Corp. Our company's administration, accounting, and operations are under the entity Amland Corp. The reference of Amland Corporation as a suspended company is irrelevant to the matter herein.

In response to the protest, Amland is in full compliance and responsive to the requirements of the bid. Amland finds no merit in the protest, whosoever. Amland hereby requests the City of Marina to accept the bid from Amland and award the project to Amland as a low bidder.

If you have any questions regarding this transmittal, please contact me.

Sincerely,



Kevin Phan, President
Amland Corp.
Tel: 408-772-3979
Office: 408-929-3949
Fax: 408-298-4344
kevinphan@amlandcorp.com
www.amlandcorp.com

November 7, 2011

Item No. **8d(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 15, 2011

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2011-,
SUSTAINING BID PROTEST ON BEHALF OF REPUBLIC ITS OF NOVATO,
CALIFORNIA TO APPARENT LOW BID OF AMLAND CORP., OF SAN JOSE,
CALIFORNIA FINDING THAT AMLAND CORP., BID IS NON RESPONSIVE,
AWARDING CONSTRUCTION CONTRACT TO REPUBLIC ITS OF NOVATO
CALIFORNIA, FOR LED STREETLIGHT REPLACEMENT AT VARIOUS
LOCATIONS IN CITY OF MARINA AND AUTHORIZING CITY MANAGER
TO EXECUTE CONTRACT DOCUMENTS AND ALL CHANGE ORDERS ON
BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY
ATTORNEY.**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2011-, sustaining bid protest on behalf of Republic ITS of Novato, California to apparent low bid of Amland Corp., of San Jose, California, finding that the Amland Corp., bid is non-responsive;
2. Awarding construction contract to Republic ITS of Novato, California, for LED Streetlight replacement at various locations in the City of Marina, and;
3. Authorize the City Manager to execute the contract documents and all change orders on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

At the regular meeting of February 17, 2010, the City Council adopted Resolution No. 2010-24, authorizing acceptance of a grant from the California Energy Commission (CEC) for energy efficiency projects in the amount of \$99,160.

At the regular meeting of June 28, 2011, the City Council adopted Resolution 2011-105 authorizing advertising and call for bids to replace the city owned streetlight with LED type light fixtures.

On September 8, 2011 five sealed bids were received, opened and publicly read for the project. The unit price bids were as follows:

Amland Corp.	\$ 618.00
Republic ITS	\$ 639.00
Pro-Ton Electric	\$ 739.00
Collins Electric	\$1,074.00
St. Francis Electric	\$1,550.00

It is anticipated that the City will have funds for one hundred and fifteen (115) lights.

ANALYSIS

The state law and the conditions of the Bid Documents require that this project be awarded to the lowest

responsive and responsible bidder on the basis of the lowest unit price. A bid is "responsive" if it does what the bidding instruction demand and a bidder is "responsible" if it can perform the contract as promised.

The apparent low bidder was Amland Corp., of San Jose, California ("Amland"). However, Amland failed to include and did not properly complete several sections of the bid form including the required "Bidder's Statement of Financial Responsibility, Technical Ability & Experience" (Section 10.0 of the Bid Documents), thereby making its bid non-responsive for failure to comply with the instructions to bidder.

On September 13, 2011, labor compliance specialists Farley Associates of San Francisco filed a bid protest on behalf of Republic ITS stating that Amland's bid is non-responsive because of four items: (1) Amland's failure to provide the Statement required by Section 10.0 of the Bid Documents; (2) a defect in the designation of the person signing the bid on behalf of Amland; (3) Amland's failure to properly complete Section 8.0 regarding the California contractors licenses held by Amland; and (4) a discrepancy in Amland's address given in the Bid Documents and that shown by the Contractors State License Board ("EXHIBIT A").

Section 10.0 of the Bid Documents requires the bidder to "... state what work of a similar character to that included in the proposed contract he has successfully performed and give reference which will enable the City Council to judge of his responsibility, experience, skill and business standing."

Subsequent to the opening of bids on September 8, 2011, staff contacted Amland to provide Amland with a copy of the bid protest and requested Amland to provide the information required by Section 10.0 of the Bid Documents and its response to the other issues raised by the bid protest by or before September 21, 2011.

In response to staff's request, on September 19, 2011, Amland provided a document entitled "Contractor's Special Statement of Experience Reference" ("EXHIBIT B"). On September 27, 2011, Amland provided its response to the protest of Farley ("EXHIBIT C"). On September 29, 2011 and October 4, 2011, in emails to City staff, Amland stated that, while Amland had direct experience installing streetlights and signal lights for CalTrans, Amland does not have experience working with LED streetlights.

Public bidding statutes were adopted by the California Legislature for the benefit of public agencies and the public they serve. The rule in California is that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given the bidder an advantage or benefit not allowed other bidders, or, in other words, if the variance is inconsequential. While the governing body of a public agency has discretion to waive inconsequential deviations from bid specifications, no case has held that where the public agency *can* waive a deviation it *must* do so.

Upon review of the bid protest and Amland's bid, including the document and information provided by Amland on September 19, 2011, September 27, 2011, September 29, 2011 and October 4, 2011, it is staff's conclusion Amland's bid was not responsive to the requirements of the Bid Documents, specifically to Section 10.0 of the Bid Documents, because Amland did not provide the required "Bidder's Statement of Financial Responsibility, Technical Ability and Experience."

Amland's error in omitting the statement of experience, as well as the other irregularities in its bid which are cited by Farley Associates, are variances which are within the City Council's discretion to waive as none of them affect the price, afforded an advantage not enjoyed by other bidders or made the bid materially different than Amland intended it to be.

It is, however, staff's request that, in order not to establish a custom of allowing routine correction of bids which would threaten the integrity of the bidding process, that the protest to Amland's bid as non responsive should be sustained.

However, the decision on whether to reject the apparent low bid of Amland as non responsive and to accept the second lowest bid of Republic ITS, is entirely within the City Council's discretion. Based upon their respective unit price bids for the work and the estimate that the City will have sufficient funds to complete the replacement of 115 streetlights, accepting Republic ITS' bid and rejecting that of Amland would result in an increased cost of \$2,415.00

Based on the statement on the bid form that "All portions of this Bid Form must be completed... Failure to do so may result in the Bid being rejected as non responsive," together with Amland's failure to submit the information required by Section 10.0 of the bid form, staff believes the City Council has the option not to waive the irregularity and to sustain the protest and reject Amland's bid as non responsive.

It is requested that the City Council consider (1) sustaining the bid protest, reject Amland's bid as non responsive; (2) award the contract to the second low bidder Republic ITS of Novato California;; and (3) authorize the City Manager to execute the contract documents subject to final review and approval by the City Attorney.

FISCAL IMPACT:

Should the City Council approve this request, adequate funding is available in FY 2011-12 budget, Streetlight Replacement Project, Account Number 62-008-65890, funded by the California Energy Commission

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Craig Oliver, CBO
Building Official
City of Marina

REVIEWED/CONCUR:

Christine di Iorio
Community Development Director
City of Marina

Anthony J. Altfeld
City Manager
City of Marina

FENTON & KELLER

A PROFESSIONAL CORPORATION

MEMORANDUM

FILE NO.: 36607.36339

TO: Heidi A. Quinn, Interim City Attorney, City of Marina
FROM: Alex J. Lorca, Special Counsel
DATE: July 27, 2022
RE: City Park Barracks & Cypress Knolls Building &
Blight Removal Project Bid Protests

INTRODUCTION

This memorandum summarizes the facts related to multiple bid protests received by the City of Marina (City) in response to the solicitation of bids for its City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project (Project), provides a review of the law applicable to such bid protests, and provides a recommendation for awarding the Project contract (Contract).

I. BACKGROUND

Our opinion is based on the following background and facts.

The Project consists of the demolition of 45 barracks and 30 other buildings on land the City obtained following the closure of the Fort Ord Army Base. The Project also includes the removal of associated debris, tree trimming, and other work.¹

Project bids were opened by the City on May 17, 2022. The low bid was submitted by SVG Contractors, Inc., of Morgan Hill (SVG) in the amount of \$3,990,432. The second lowest bid was submitted by Unlimited Environmental, Inc., of Long Beach (UEI) in the amount of \$4,327,000. The third lowest bid was submitted by Resource Environmental, Inc. (REI) of Cerritos in the amount of \$4,500,000.

Following the bid opening the City received two bid protests – both dated May 20, 2022 – one from REI and one from UEI.²

On May 31, 2022, the City sent SVG, UEI, and REI each a letter offering them an opportunity to submit, by June 7, 2022, “legal authority together with supporting documents or materials” concerning the allegations in the bid protests. SVG, UEI, and REI all submitted letters on June 7, 2022 in response to the City’s May 31, 2022 letters.

¹ See, generally, Specifications for City of Marina City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project (Specifications).

² A bid protest was not received from SVG, presumably because it was the low bidder.

II. SUMMARY OF REI PROTESTS

A. Tree Removal and Trimming

In its May 20, 2022 letter, REI asserts SVG's bid was nonresponsive because SVG was neither "a licensed tree removal contractor" as required by the Specifications, nor did SVG list a subcontractor with a tree removal and trimming license. REI reiterated this claim in its June 7, 2022 letter.

With respect to UEI, in its May 20, 2022 letter, REI admits UEI listed a subcontractor for tree trimming and removal, but stated it was "for a paltry and unbalanced amount." In its June 7, 2022 letter, REI did not protest UEI's bid with respect to tree trimming and removal.

B. Asbestos and Lead Licenses

In its May 20, 2022 letter, REI asserts SVG's and UEI's bids did not include evidence that either held a Renovation, Repair and Painting (RRP) certification from the United States Environmental Protection Agency as required by the Specifications.³ REI reiterated this assertion in its June 7, 2022 letter.

C. Erosion Control

REI's May 20, 2022 letter states that while the Specifications call for hydroseeding the Project's slopes and installing woodchips on flat areas, UEI's bid only lists an estimate for hydroseeding and is therefore nonresponsive. REI repeats this assertion in its June 7, 2022 letter.

D. Other Objections

REI's May 20, 2022, and June 7, 2022 letters list a variety of other "irregularities and clerical errors" included in the bids provided by SVG and UEI.

With respect to SVG, REI alleges SVG "did not attest the bid bond or provide a notary acknowledgement, provided a notary acknowledgement instead of a jurat for the non-collusion affidavit, entered bid bond amounts too low for its bid" and that instead of listing references in the space provided, SVG attached a list of references. REI also alleges SVG "did not correctly extend its unit prices or add the amount sums." REI repeated these assertions in its June 7, 2022, letter.

With respect to UEI, REI asserts its surety's documents were impermissibly provided in scanned or photocopied format, instead of the required original seal and signature format. REI also alleges UEI "did not attest or provide an acknowledgement for its photocopied bid bond and provided a notary acknowledgement rather than a jurat for the [N]on[-]collusion [Affidavit]." Finally, REI alleges UEI did not properly break down unit pricing in its bid.

³ Specifications at Section 111 of C2 Technical Specifications.

III. SUMMARY OF UEI PROTESTS

A. Tree Trimming

Like REI, UEI asserts SVG's bid was nonresponsive because SVG does not have the proper tree removal and trimming license, and did not list a subcontractor holding one.

B. Asbestos and Lead Licenses

UEI asserts that SVG's Bond of Qualifying Individual hasn't been updated with the California Contractors State License Board (CSLB) to reflect the current holder of the C-22 Asbestos Abatement License.

C. Objection Regarding Bid Tally

UEI objects to REI's failure to include an actual and accurate "Grand Total Bid" on the submitted bid schedule.

IV. LEGAL ANALYSIS

A. General Rules Regarding Public Contracting

"A basic rule of competitive bidding is that bids must conform to specifications, and that if a bid does not so conform, it may not be accepted. However, it is further well established that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential." (*Ghilotti Construction Co. v. City of Richmond* (1996) 45 Cal.App.4th 897, 904 (*Ghilotti*); internal citations and quotations omitted.)

"To be considered inconsequential, a deviation must neither give the bidder an unfair competitive advantage nor otherwise defeat the goals of insuring [sic] economy and preventing corruption in the public contracting process." (*Ghilotti, supra*, 45 Cal.App.4th at p. 900.)

"These considerations must be evaluated from a practical rather than a hypothetical standpoint, with reference to the factual circumstances of the case. They must also be viewed in light of the public interest, rather than the private interest of a disappointed bidder. It certainly would amount to a disservice to the public if a losing bidder were to be permitted to comb through the bid proposal or license application of the low bidder after the fact, and cancel the low bid on minor technicalities, with the hope of securing acceptance of his, a higher bid. Such construction would be adverse to the best interests of the public and contrary to public policy." (*Ghilotti, supra*, 45 Cal.App.4th at pp. 908-909; internal citations and quotations omitted; See also *Bay Cities Paving & Grading, Inc. v. City of San Leandro* (2014) 223 Cal.App.4th 1181.)

B. SVG's Bid is Nonresponsive.

1. The California State Licensing Law

The California State Licensing Law (CSLL)⁴ is a comprehensive legislative scheme governing the construction business in California that is “designed to protect the public from incompetent or dishonest providers of building and construction services.” (*Pacific Caisson & Shoring, Inc. v. Bernards Bros. Inc.* (2011) 198 Cal.App.4th 681, 687) (*Pacific Caisson*).

“A class A or general engineering contractor is a contractor whose principal contracting business is in connection with fixed works requiring specialized engineering knowledge and skill, including the following divisions or subjects: irrigation, drainage, water power, water supply, flood control, inland waterways, harbors, docks and wharves, shipyards and ports, dams and hydroelectric projects, levees, river control and reclamation works, railroads, highways, streets and roads, tunnels, airports and airways, sewers and sewage disposal plants and systems, waste reduction plants, bridges, overpasses, underpasses and other similar works, pipelines and other systems for the transmission of petroleum and other liquid or gaseous substances, parks, playgrounds and other recreational works, refineries, chemical plants and similar industrial plants requiring specialized engineering knowledge and skill, powerhouses, power plants and other utility plants and installations, mines and metallurgical plants, land leveling and earthmoving projects, excavating, grading, trenching, paving and surfacing work and cement and concrete works in connection with the above mentioned fixed works.” (*Pacific Caisson, supra*, 198 Cal.App.4th at p. 687; internal citations and quotations omitted.) This list of fixed works is not exhaustive. (*Ron Yates Construction Co. v. Superior Court* (1986) 186 Cal.App.3d 337, 345–347.)

In contrast to a general contractor, “[a] specialty contractor is a contractor whose operations involve the performance of construction work requiring special skill and whose principal contracting business involves the use of specialized building trades or crafts.” (Business & Professions Code § 7058(a).) The California Code of Regulations and the CSLB subdivide specialty contracting work into subclassifications. One such specialty license is the D-49 Tree Service Contractor license classification, which provides, “a tree service contractor prunes trees, removes trees, limbs or stumps (including grinding) and engages in tree or limb guying.”^{5,6}

A bid by a contractor who is not properly licensed must be considered nonresponsive and be rejected by the public entity. An unlicensed contractor making such a bid is also subject to discipline by the state. (Business & Professions Code § 7028.15(a)). However, courts have found that where a bid package requires a specialty license, a general license will suffice if the work to be performed is encompassed by the general license.

⁴ Business & Professions Code § 7000 et seq.

⁵ See Title 16, Division 8, Article 3 of the California Code of Regulations.

⁶ While the Specifications do not specifically refer to a D-49 license, they do require a “licensed tree removal contractor,” and the work listed to be performed by the winning bidder is substantially similar to that authorized by a D-49 license holder.

A public agency has the discretion to determine which licenses are required for its projects, and that determination will only be subject to reversal if it is arbitrary, capricious, entirely lacking in evidentiary support, contrary to established public policy, or is unlawful or procedurally unfair. (Business & Professions Code § 7059(b); *M&B Construction v. Yuba County Water Agency* (1999) 68 Cal.App.4th 1353, 1360-1361.)

2. SVG is not Properly Licensed to Perform Tree Trimming Work

The City's bid package states, "[t]rees designated for trimming/pruning shall be as shown on the plan and wrapped with ribbon. Contractor may trim/prune additional trees to remain to execute their work and to protect remaining trees from damage due to Contractor's operations, subject to the approval of the Engineer and the Arborist. Tree Trimming shall be done by a *licensed tree removal contractor* and shall not remove more than 30% of any one tree's canopy."⁷

REI and UEI argue that while SVG listed an amount for Tree Removal and Trimming as part of its bid,⁸ SVG neither possessed a D-49 license nor listed a subcontractor possessing one, and therefore SVG's bid must be deemed nonresponsive.

In its June 7, 2022 letter to the City, SVG, through its attorney M. Johnathan Robb Jr., argues SVG did not need a D-49 license (or need to list a subcontractor with a D-49 license) because it possesses a Class A General Engineering Contractor License. Mr. Robb argues that the D-49 license requirement is "superfluous as it is fully encompassed within the [C]lass A license requirements."⁹

Specifically, Mr. Robb states that SVG's Class A license allows it to "perform work at parks and playgrounds which frequently include trees" and that it allows SVG to "level land and perform grading work, presumably including the removal of trees."¹⁰ As such, Mr. Robb concludes that "[b]y SVG's specialized skill and knowledge, it is fit to perform tree trimming work."¹¹

As noted above, a Class A license holder may perform work related to parks, playgrounds, and other recreational works, as well as land leveling and grading. While it could perhaps be argued that the *removal* of trees is encompassed within the works allowed to be performed by a Class A license holder, such argument likely cannot be made regarding tree *trimming*.

The City's bid package contains an exhaustive discussion of all trees that will be impacted by the Project. For both the City Park area and the Cypress Knolls locations, the City's

⁷ Specifications at "C2 Technical Specifications" Section 108 "CLEARING AND GRUBBING AND TREE REMOVAL AND TRIMMING," subsection 3 "Tree Trimming." (Emphasis added.)

⁸ See Item 3 in SVG's Bid Schedule.

⁹ June 7, 2022, letter from Mr. Robb of Sweeny Mason, LLP to City of Marina at page 3.

¹⁰ (*Ibid.*)

¹¹ (*Ibid.*)

contract planner provided: 1) a detailed Arborist Report prepared by ISA Certified Arborist Patric Krabacher; 2) a “Tree Table” listing for each tree its species, size, health, and recommendation for either removal or retention; 3) a photo log for many of the trees; 4) Best Management Practices (BMP) for handling the impacted trees; and 5) a sample Tree Removal Application.

The BMPs for both areas stated, “[p]runing is to be minimal but performed only when necessary in accordance to American National Safety Institute ANSI A300 Pruning Standards. Pruning may include the larger canopied trees that have deadwood or are exhibiting some minor structural defect or minor disease that must be compensated. Should the health and vigor of any tree decline it will be treated as appropriately recommended by a certified arborist or qualified forester.” The BMPs also provided direction with respect to pruning as it relates to a tree’s branch diameter, the direction and shape of branches, as well as direction with respect to a tree’s canopy. In all, the City devoted 51 pages to trees in its bid package.

Taken together, all of these facts provide substantial evidence of the importance to the City of the trees affected by the Project, and support the City’s determination that a specialized tree removal and trimming license is required.

In support of its argument that the required D-49 license is “fully encompassed” by its Class license, SVG cites *Pacific Caisson*, *supra*, 198 Cal.App.4th 681. However, *Pacific Caisson* is distinguishable.

In *Pacific Caisson* a subcontractor agreed to “excavate [a] site for footings, grade beams, plumbing and utility lines, and other requirements, backfill and grade, and provide temporary support...” and to “prepare and submit calculations [of] subsurface conditions and geotechnical design parameters, factors of safety, assumptions, design criteria, overstress values and serviceability/deflection tolerances.”¹² The bid package required bidders to maintain a class C-12 specialty “Earthwork and Paving Contractor” license. The winning bidder held a class A general engineering contractor’s license and a class B general building contractor’s license, but never held or obtained the class C-12 specialty license.

In holding that the class A general engineering contractor’s license was sufficient, the court noted much of the work allowed pursuant to a C-12 specialty license was also permitted by the class A general engineering contractor’s license. For example, the court noted both licenses allow a contractor to perform “earthmoving projects, excavating, grading, trenching, paving, and surfacing work and cement work and concrete works....”¹³

Because a public entity has the right to specify the type of license required, even when the work may be legally performed by contractors holding other classifications, the City has the right to insist on a licensed tree removal and trimming contractor.¹⁴ As SVG did not have the D-

¹² *Pacific Caisson*, *supra*, 198 Cal.App.4th at pp. 685-686.

¹³ *Ibid.* at p. 691.

¹⁴ See *M&B Constr. v Yuba County Water Agency* (1999) 68 Cal.App.4th 1353.

49 license itself and did not list a subcontractor who did, its bid is nonresponsive and should be rejected by the City.

C. The Bid Package did not Require an Asbestos and Lead License at the time Bids were Submitted.

The Technical Specifications for Hazardous Materials Abatement for the Project, at Part 2.4 “Submittals and Notifications” provides,

“[n]o work will be *allowed to start* until these documents have been submitted to reviewed [sic] and approved in writing by the Observation Service [¶] L. Licenses: *Asbestos* Provide proof of State of California Contractors State License Board license (Asbestos C-22) and proof of Certificate of Registration for Asbestos-Related work with the Division of Occupational Safety and Health (DOSH) in accordance with Labor Code, Section 6501.8. *Lead* The contractor shall have the EPA’s Renovation, Repair and Painting (RRP) certification. The abatement supervisor shall be a California Department of Public Health (CDPH) certified lead related construction supervisor. All workers and supervisors performing deleading activities shall have successfully completed CDPH training. Copies of all notifications, permits, applications, licenses and like documents required by Federal, State, or local regulations...” (Emphasis added.)

In its May 20, 2022 and June 7, 2022 letters, REI asserts UEI’s bid must be rejected as it does not hold RRP certification.¹⁵ However, as indicated above, the winning bidder was not required to possess the RRP certification at the time the bids were submitted. By the express language of the bid package, all that was required was that the winning bidder obtained the RRP certification before they start work on the Project. Such requirement did not give any “bidder an advantage or benefit not allowed other bidders...” (*Ghilotti Construction, supra*, 45 Cal.App.4th at p. 904; internal citations and quotations omitted.)

D. Erosion Control

Section 110, “Earthwork, Grading, and Hydroseeding” of the C2 Technical Specifications, as subsection 5, “Hydroseeding,” requires the winning bidder to apply hydroseeding and erosion control to certain areas affected by the Project. Paragraph 11, “Site Restoration, Base Bid Areas” of the Bid Item Descriptions in the bid package states, “[t]he work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for rough grading areas where foundation and footings are taken out and capping the building footprint and surrounding soil disturbance *with recycled wood chips on flat areas and hydroseeding on sloped areas.*” (Emphasis added.)

¹⁵ Resource does not object to UEI’s status as a C-22 license holder, presumably because UEI’s bid states it holds this license.

REI alleges UEI's bid is nonresponsive because it listed Superior Hydroseeding, Inc. (Superior) as the subcontractor for the required site restoration work. Superior, REI asserts, "does NOT install wood chips" and therefore UEI's bid was nonresponsive as it did not address the spreading of woodchips.

However, REI's objection does not address the possibility that: 1) UEI may install wood chips on its own, under its class B General Contractor's license; 2) UEI's Tree Trimming and Removal subcontractor, Tope's Tree Service, would perform the work; or 3) the amount quoted for spreading wood chips fell within the exception to listing subcontractors where the bid of the subcontractor does not exceed 0.5% of the total general contractor's bid. (Public Contract Code § 4104(a).)

In response to REI's protest regarding the spreading of woodchips, UEI asserts it has a subcontractor in place to spread the wood chips but that because the bid to do so was under 0.5% of the total bid, it was not required to list the subcontractor. This fact renders REI's objection speculative and a complainant "cannot undermine a factual determination by relying solely on speculation." (*Bay Cities Paving & Grading, Inc. v. City of San Leandro* (2014) 223 Cal.App.4th 1181, 1196.)

E. Other Objections

REI makes several other objections to UEI's bid, namely: 1) UEI's utility capping estimate is "exponentially lower than all other bidders;" 2) UEI's Experience Statement lists only one "high value" project; 3) UEI's bid was not properly notarized; 4) UEI impermissibly submitted photocopied versions of its surety documents; and 5) UEI made an error in listing unit prices for some items in its Bid Schedule.

As noted above, speculative comments by a complainant cannot undermine factual determinations made by a public agency. And, inconsequential deviations may be waived by the public agency if the deviation neither gives the winning bidder an unfair competitive advantage nor otherwise defeats the goals of ensuring economy and preventing corruption in the public contracting process.

Here, REI does not provide any facts to demonstrate that UEI's utility capping estimate or its Experience Statement is nonresponsive or otherwise flawed. With respect to the notarization and photocopying of documents, REI does not demonstrate how such minor deviations provided UEI an unfair advantage. Courts have upheld public agencies waiver of similar minor deviations.¹⁶

Finally, with respect to REI's assertion that UEI listed its total price instead of unit price, such minor mistake does not rise to an unfair advantage over other bidders. Moreover, in

¹⁶ See, e.g., *Bay Cities Paving & Grading, Inc. v. City of San Leandro* (2014) 223 Cal.App.4th 1181; *Menefee v. County of Fresno* (1985) 163 Cal.App.3d 1175; *Ghilotti, supra*, 45 Cal.App.4th 897.

response to REI's objection, UEI correctly notes that per Addendum 5's revisions to the "A3 Proposal Form," the following language is included under the "BID CLARIFICATION" section:

"In case of discrepancy between the unit price and the line-item cost set forth for a unit price item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum." (Emphasis added.)

Therefore, by its terms, the bid package provides for a resolution where a unit price is mistakenly stated as the total amount.

V. CONCLUSION

For the reasons set forth above, SVG's bid is nonresponsive and as such should be rejected by the City. As the second low responsive bidder, UEI may be awarded the Contract.¹⁷

¹⁷ Because UEI may be awarded the contract, it is unnecessary to address UEI's complaints regarding the Resource and SVG bids.

July 25, 2022

Item No. **11a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
August 3, 2022

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-,
AWARDING A CONSTRUCTION CONTRACT FOR THE CITY PARK
BARRACKS AND CYPRESS KNOLLS BUILDINGS BLIGHT REMOVAL
2022 PROJECT TO UNLIMITED ENVIRONMENTAL INC. FOR THE
BASE BID IN THE AMOUNT OF \$4,245,000; ALLOCATING AND
APPROPRIATING ADDITIONAL BLIGHT REMOVAL FUNDING IN
THE AMOUNT OF \$577,000; AND AUTHORIZING THE CITY
MANAGER TO EXECUTE CONTRACT DOCUMENTS SUBJECT TO
FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND
AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXPEND UP
TO AN ADDITIONAL 10% OF THE CONTRACT AMOUNT FOR
CONSTRUCTION CONTINGENCIES AND TO EXECUTE ALL
CONSTRUCTION CHANGE ORDERS ON BEHALF OF THE CITY;
AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE
NECESSARY ACCOUNTING AND BUDGETARY ENTRIES.**

REQUEST:

It is requested that the City Council consider approving and adopting Resolution 2022- for the following actions:

1. Awarding a construction contract for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project to Unlimited Environmental Inc. of Long Beach, CA for the base bid in the amount of \$4,245,000; and
2. Allocating and appropriating additional blight removal funding in the amount of \$415,440 to project HSF2101 and \$161,560 to project HSF2103 for a total of \$577,000; and
3. Authorizing the City Manager to execute contract documents, **EXHIBIT A**, subject to final review and approval by the City Attorney; and
4. Authorizing the City Manager or designee to expend up to an additional 10% of the contract amount for potential construction contingencies and to execute all construction change orders on behalf of the City; and
5. Authorizing the Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

The closure of Fort Ord resulted in land being deeded to the City of Marina ("City") in an "as-is" condition. The land contains numerous buildings that served the former Army base, which have deteriorated since 1994 and need to be removed as part of the land redevelopment.

Some of the buildings are on property that the City will retain and must be removed or renovated for adaptive reuse. These include 62-65 barracks buildings and 260 duplex housing units on what was planned to be the Cypress Knolls development.

Although the Fort Ord Reuse Authority (FORA) sunsetted on June 30, 2020, FORA secured bond funding for blight removal prior to closure. Included in the bond funding are FORA bond trust funds allocated to the City amounting to \$8,561,968 and escrow bonds that are projected to generate \$6.5M in blight removal funding through 2025.

On September 15, 2020, October 27, 2020, and January 20, 2021, the Marina City Council adopted Resolution Nos. 2020-127, 2020-140 and 2021-11, respectively, receiving staff presentations on blight removal and blight removal projects and provided direction to staff on priorities for blight removal.

On May 4, 2021, the City Council passed Resolution No. 2021-42 approving an amendment to the Program Management Services and Construction Management and Inspection between the City and Wallace Group, to add program management and construction management and inspection services for the execution of hazardous material abatement and blighted building removal projects.

The Wallace Group prepared bidding documents (plans, specifications, and estimates) for the blight removal project. The goal for this project is for the abatement, proper removal, and disposal of forty-five barracks and miscellaneous debris, including debris from two burnt buildings at the proposed City Park at the Dunes located along Second Avenue and 8th Street (City Park) and thirty duplex buildings and miscellaneous debris including debris from one burnt building, at the Cypress Knoll area along Rendova Avenue and Third Avenue (Cypress Knoll) for future park and or residential development. Site plans are shown in **EXHIBITS B and C**.

On March 10, 2022, the City Planning Commission held a public hearing and adopted Resolution No. 2022-05b, approving the removal of thirty-four trees at the proposed City Park location and five trees at the Cypress Knolls location to remove the blighted buildings. All healthy trees to be removed are to be replaced at a 2:1 ratio.

On March 15, 2022, the City Council passed Resolution No. 2022-43 approving advertising and calling for bids for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project ("Project").

The two parcels, 031-201-005 (City Park) and 031-221-008 (Cypress Knolls), included in this Project were part of the scope of the original Removal Action Work Plan (RAW; Northgate, 2006) for Soil Impacted by Lead-Based Paint at former Fort Ord. For these parcels to be used for residential housing or for a non-restricted use, the City must follow the approved remedy in the RAW from 2006 with the updated lead cleanup goal of 80 mg/kg.

Staff in consultation with Department of Toxic Substance Control (DTSC) determined that soil removal would be required at a greater depth to remediate lead in the soil adjacent to buildings to be removed. Due to additional depth of soil removal, additional tree removal was identified.

On June 9, 2022, the Planning Commission held a public hearing and adopted Resolution No. 2022-09, approving the removal of additional three trees for a total of thirty-seven trees to be removed, and two potential additional trees for removal at the proposed City Park.

On July 6, 2022, City Council passed Resolution No. 2022-91 authorizing the City Manager, or designee, to enter into a Standard Voluntary Agreement (SVA), with the DTSC and pay associated fees for the Project.

ANALYSIS:

On May 17, 2022, eight (8) sealed bids were received, opened, and were publicly read via live video feed for the Project.

Following is the tabulation of bids received:

Name of Company and Address	Base Bid	Additive Alternate Bids 1 &2	Grand Total
Unlimited Environmental Inc. (UEI) Long Beach, CA	\$ 4,245,000.00	\$ 82,000.00	\$ 4,327,000.00
Resource Environmental Inc. (REI) Cerritos, CA	\$ 4,334,000.00	\$ 166,000.00	\$ 4,500,000.00
JDML Inc. dba Standard Industries Ventura, CA	\$ 4,893,764.10	\$ 202,500.00	\$ 5,096,264.10
Clauss Construction Lakeside, CA	\$ 6,588,099.00	\$ 335,043.00	\$ 6,923,142.00
PARC Environmental Fresno, CA	\$ 5,149,747.00 Non-Responsive	\$ 204,593.00 Non-Responsive	\$ 5,354,340.00 Non-Responsive
Bowen Engineering and Environmental Fresno, CA	\$ 7,442,000.60 Non-Responsive	\$ 500,000.00 Non-Responsive	\$ 7,942,000.60 Non-Responsive
Restoration Management Co. Hayward, CA	\$8,327,355.75 Non-Responsive	\$ 437,027.00 Non-Responsive	\$8,764,382.75 Non-Responsive
SVG Contractor's Inc. (SVG) Morgan Hill, CA	\$ 3,714,547.80 Non-Responsive	\$ 275,883.00 Non-Responsive	\$3,990,430.80 Non-Responsive

The Engineer's Opinion of Probable Construction Cost for this Project includes a base bid of \$5,014,047.00 and additive alternate bids 1 and 2 of \$160,000 for grand total of \$ 5,174,047.00.

Staff received two bid protests; **EXHIBIT D-1** is a letter from REI protesting the bids submitted by SVG and UEI and **EXHIBIT D-2** is a letter from UEI protesting the bids submitted by SVG and REI. **EXHIBIT E-1** is SVG's response to the bid protest, **EXHIBIT E-2** is UEI's response to the bid protest and **EXHIBIT E-3** is REI's response to the bid protest.

The firm of Fenton & Keller was hired by the City Attorney as their sub-consultant and legal counsel to evaluate the bidding documents, bids and bid protest. After thorough review and evaluation of bidding documents, bids and bid protest by staff, City Attorney and special counsel, bids received from SVG, Restoration Management Co., PARC Environmental and Bowen Engineering and Environmental were deemed non-responsive. **EXHIBIT F** is a memorandum from special counsel outlining its analysis of the bid protests and their recommendation for the contract award.

The City Attorney and special counsel determined UEI's base bid of \$4,245,000 is the lowest responsible and responsive bid. The prime contractor, UEI has not previously worked with City, but has successfully completed similar projects with neighboring public agencies with favorable reference reviews. UEI's sub-contractors, Tope's Tree Service, and Superior Hydroseeding, Inc. are local contractors who have successfully completed work with the City in the past.

FISCAL IMPACT:

Following is the estimated expenditure to execute the project to completion.

Estimated Expense	Amount
Construction Contract (Base Bid)	\$4,245,000.00
Construction Contingency Allowance (10%)	\$ 424,500.00
Construction Management and Inspection Allowance	\$1,088,405.90
Project Management, Surveys and Engineering	\$ 519,053.13
Total Estimated Expenditure	\$ 6,276,959.03

Capital Improvement Project funding, HSF2101 for Barracks Blight Removal and HSF2103 and Cypress Knolls Building Removal have funding amounts of \$4,100,000 and \$1,600,000, respectively. The total available funding for this Project is \$5,700,000.

To award this construction contract, \$577,000 is requested to be allocated and appropriated to the project accounts HSF2101 and HSF2103. This fund allocation will come from undesignated blight removal bond funding.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The City Planning Division determined that this action, awarding a construction contract and executing the Project to be Categorical Exempt under CEQA Guidelines per Article 19, Section 15304, Minor Alterations to Land.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Elvie Morla-Camacho, P.E., QSD/P
Project Management Services Wallace Group

REVIEWED/CONCUR:

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina