



The City of San Diego
M E M O R A N D U M

DATE: December 1, 2019

TO: James Nagelvoort, Director, Public Works

FROM: Claudia C. Abarca, Deputy Director, Public Works Contracts *CAbarca*

SUBJECT: Sole Source Agreement for Emergency Repairs for Civic Center Plaza Elevators Modernization

Estimated Amount: \$3,000,000 (Not-to-Exceed)

Contractor: Otis Elevator Company

Expiration Date: 12/31/2022

Recommendation: Approve Sole Source Request

Pursuant to SDMC §22.3108 (a), "Exceptions to Advertisement and Competitive Award of Public Works Contracts", this is to certify that a sole source agreement with the contractor named above is necessary and that strict compliance with a competitive process would be unavailing or would not produce an advantage, and soliciting bids or proposals would be undesirable, impractical or impossible for the following reasons:

JUSTIFICATION:

The Civic Center Plaza (CCP) building is located at 1200 Third Avenue and currently houses over 800 City employees, in addition to regular visitors. The elevators have suffered from an escalating number of entrapments, lurching, and leveling issues and complaints from City employees riding CCP elevators have increased dramatically in the last twelve months. Employees have complained that, in some cases, they do not feel safe coming to work and riding the elevators. In one instance, an employee of the City Attorney's office was trapped in an elevator for almost half an hour, posing a real safety risk.

The poor reliability of the CCP elevators poses a public safety risk in that members of the Fire and Police Departments visit CCP daily since the building houses departments such as the City Attorney's office, Risk Management and Personnel whom public safety employees have reason to visit frequently. If they were to be trapped in the building or unable to exit rapidly as a result of the CCP elevators, this could pose a real public safety risk in taking these public safety personnel out of commission and unable to assist where they are needed.

In the interest of providing safe, daily elevator access to over 800 City employees and maintaining public safety, it is requested that all actions necessary to expedite the repairs are taken.


Page 2
James Nagelvoort, Director
December 1, 2019

Additional information on the nature of this emergency, along with a twelve-month callout history for the elevators at CCP showing 128 incidents, many of them entrapments and floor leveling issues which can create a trip hazard, is included in Attachment 1.

AGREEMENT VALUE & DURATION:

Unless a modification to the agreement and this sole-source request is issued, the total fee for these services shall not exceed the amount noted above. The term of the agreement will be in effect from date of the agreement execution and shall not exceed the contract completion date noted above.

APPROVED BY:



James Nagelvoort, Director, Public Works

Date: 12/2/19

Attachment: 1. Memorandum from Cybele L. Thompson, Director, Real Estate Assets, Dated September 13, 2019

- cc: Myrna Dayton, Assistant Director, Public Works Department
Kristi Geitz, Assistant Director, Real Estate Assets Department
Roy Kirby, Deputy Director, Real Estate Assets Department
Mark Nassar, Deputy Director, Public Works Department
Luis Schaar, Deputy Director, Public Works Department
Karen Johnson, Asset Manager, Real Estate Assets Department
Jong Choi, Senior Civil Engineer, Public Works Department
Catherine Dungca, Senior Civil Engineer, Public Works Department
Stephen Samara, Principal Contract Specialist, Public Works Department
Jeff Cramoline, Associate Civil Engineer, Public Works Department

City of San Diego

CONTRACTOR'S NAME: Otis Elevator Company

ADDRESS: 5500 Village Blvd. Suite 101, West Palm Beach, FL 33407

TELEPHONE NO.: 858-514-2028 **FAX NO.:** 860-660-9536

CITY CONTACT: Celina Suarez, Contract Specialist, Email: CSuarez@sandiego.gov

Phone No. (619) 533-6678

J. Cramoline / R. W. Bustamante / M. L. Wenceslao

CONTRACT DOCUMENTS FOR

FINAL



EMERGENCY DESIGN AND CONSTRUCTION SERVICES FOR: CIVIC CENTER PLAZA ELEVATORS EMERGENCY MODERNIZATION

BID NO.: K-20-1914-EMR-3

SAP NO. (WBS/IO/CC): B-20063

CLIENT DEPARTMENT: 2113

COUNCIL DISTRICT: 3

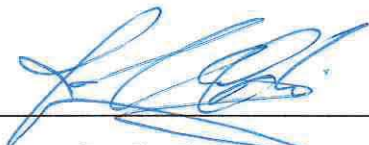
PROJECT TYPE: BT

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- PHASED-FUNDING

ENGINEER OF WORK

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



For City Engineer

4/20/20
Date

Seal:



TABLE OF CONTENTS

DESCRIPTION	PAGE
• General.....	4
• Agreement.....	13
• Performance Bond and Labor and Materialmen’s Bond.....	16
• Exhibit A – Drug-Free Workplace Certification.....	18
• Exhibit B – ADA Compliance Certification.....	20
• Exhibit C – Contractor Standards - Pledge of Compliance.....	22
• Exhibit D – Equal Benefits Ordinance Certification.....	24
• Exhibit E – Affidavit of Disposal.....	26
• Exhibit F – Non-Collusion Affidavit.....	28
• Exhibit G – Contractors Certification of Pending Actions.....	30
• Exhibit H – Mandatory Disclosure of Business Interest Forms.....	32
• Exhibit I – Forms.....	34
• Exhibit J – Supplementary Special Provisions.....	39
• Exhibit K – Notice of Exemption.....	59
• Exhibit L – Phased Funding Provisions.....	62
• Exhibit M – Proposal.....	66
• Exhibit N – Location Map.....	88
• Exhibit O – Contractor’s Notes for Emergency Projects.....	89
• Exhibit P – Sample City Invoice with Cash Flow Forecast.....	93
• Exhibit Q – Encounters of Hazardous Substances Requirements.....	96

1. DESCRIPTION OF WORK:

- 1.1.** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the purpose of designing and constructing this emergency project at the direction of the City Engineer.
- 1.2.** The Work consists of modernization of the 6 existing elevators at Civic Center Plaza and work will include the replacement of the following: controllers, gearless machines, hoist ropes, seismic, door operator, and fixtures. The existing car door, hall doors, tracks, hangers and relating door governor, governor ropes, car sling, car platform, shell, and cab interior are to be retained as-is. In addition to the work on the elevator and machines, there will be upgrades to the fire alarm and electrical system to comply with building code. In the elevator machine room this includes: Replace all existing receptacles to GFI; Replace all existing lights with (12) vapor proof, 2-lamp, and T8 insta-start fixtures; Add 3(6) 30A, 240V, knife switch fused disconnect for each elevator cab lights; Add (6) 3 phase 480V disconnects and fuses feeding elevator; Locate new disconnects to be in line site of each controller that it feeds; and Rework Conduit / wire to refeed each elevator controller. Fire Alarm upgrades will include: Add (3) SIGA-CR Control Relays; Add (2) SIGA2-PS Photoelectric Smoke Detectors on 1st and 2nd elevator floor lobbies; and Add (2) SIGA-SB Detector Mounting Base. The Contractor **must not** disturb any materials that contain or are suspected to contain Asbestos Containing Materials ("ACM"). Work shall be performed in accordance with **Exhibit Q - Encounters of Hazardous Substances Requirements**.
- 1.3.** This solicitation is for a firm Bid with Lump Sum and Unit Price items to be paid in accordance with SECTION 7, "MEASUREMENT AND PAYMENT" of the Specifications.
- 1.4.** The Design-Builder agrees to provide the required services for the terms and conditions noted in this contract and its exhibits. The agreement and other terms and conditions are included in this Design-Build Contract, The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- 1.5.** Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the Project's preliminary design may not be eligible to participate in the competition with any Design-Build Entity. It is the responsibility of the Design-Build entity to obtain the required legal advice necessary to resolve such matters.

2. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 2.1.** **Prior** to the Award of the Contract or each Task Order, the Contractor must comply with the following registration requirements:

2.1.1. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). **Contractor and Subcontractor Registration Requirements** for compliance with those requirements are outlined in paragraph 7.9 of these "General Instructions."

2.1.2. In addition, prior to award of the Contract or each Task Order, the Contractor and its Subcontractors and Suppliers **must** register with Prism®, the City's web-based contract compliance portal at:

<https://pro.prismcompliance.com/default.aspx>.

2.1.3. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

3. EQUAL OPPORTUNITY: For the City's Equal Opportunity Program requirements see Part 0 of the City of San Diego 2018 Whitebook and Exhibit I - Forms.

3.1. The Design-Builders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible certified Subcontractors in accordance with the City's EOCP requirements included in the Contract Documents.

3.2. Design-Builder's Work Force

3.2.1. The Design-Builders shall submit with its Proposal a Work Force Report (EOC Form BB05) and prior to award of contract, the successful Design-Builder shall submit to the City's EOCP office an updated Work Force Report or an Equal Employment Opportunity (EEO) Plan.

3.2.2. If under representations are noted in the Work Force Report when compared to County Labor Force Availability data, the Design-Builder shall submit an Equal Opportunity Plan. Any Equal Employment Opportunity Plan submitted shall include the elements as outlined in the EOCP Requirements included in The WHITEBOOK.

3.2.3. The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

<http://www.sandiego.gov/eoc/forms>

4. CONTRACT TIME: The Work shall be completed within **510 Working Days** from the date of issuance of the Notice to Proceed.

5. **CONTRACT PRICE:** The Engineer's Estimate of the Contract Price is **\$3,000,000**. The Contractor shall not perform Work that exceeds the Engineer's Estimate excluding Allowances without prior written notice from the City that sufficient additional funding has been secured.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **C-11**
7. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 7.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - 7.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - 7.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
 - 7.2. **Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

- 7.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 7.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 7.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 7.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 7.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 7.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 7.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.
- 7.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to

submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

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

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

7.11. List of all Subcontractors. The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.

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

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

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

7.12.3. List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 7.11 above. (Labor code section 1773.3).

8. REFERENCE STANDARDS: Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook	2018	PWPI010119 -02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2018	PWPI010119 -03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2018	PWPI010119 -04
California Department of Transportation (CALTRANS) Standard Specifications – http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2018	PWPI030119-05
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 4 (CA MUTCD Rev 4) - http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPI030119-08
<p>NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

9. INSURANCE REQUIREMENTS:

- 9.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- 9.2.** Refer to sections within 5-4, "INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

10. SUBCONTRACTOR INFORMATION:

- 10.1. LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will

perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - Section 3-2, "SELF-PERFORMANCE", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor – regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

- 10.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 11. SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-6, "TRADE NAMES" in The WHITEBOOK and as amended in the SSP.
- 12. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to the GREENBOOK and Special Provisions Section 3-2, "SELF-PERFORMANCE" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements shall render the Bid non-responsive and ineligible for award.
- 13. PLANS AND SPECIFICATIONS:** When provided by the City, questions about the meaning or intent of the Contract Documents relating to the scope of Work and technical nature shall be directed to the City's Project Manager prior to commencement of work. Interpretations or clarifications considered necessary by the City in response to such questions will be issued in

writing. Oral and other interpretations or clarifications will be without legal effect. Any questions related to this proposal shall be addressed to the Public Works Contracts Branch, 525 B Street, Suite 750, San Diego, CA 92101, Telephone No. (619) 533-3450.

- 14. SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
- 15. PROPOSAL FORMS:** The signature of each person signing may be in longhand or in electronic format as specified by the City. The Contractor shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
 - 15.1.** The Bidder, by submitting electronically, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this contract are true and correct.
- 16. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel this request for proposal at any time, and further reserves the right to reject submitted proposals, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Contractor as a result of preparing its proposal shall be the sole responsibility of the Contractor.
- 17. AWARD OF CONTRACT OR REJECTION OF PROPOSALS:**
 - 17.1.** This contract may be awarded to a contractor selected from the City's as-needed emergency contractors list or may be awarded to another contractor in case the list of available emergency contractors list is exhausted.
 - 17.2.** The City reserves the right to reject the proposal from the emergency list-selected contractor and request a proposal from the next contractor on the list when such rejection is in the best interests of the City.
- 18. THE CONTRACT:** The Contractor shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance documents specified in 1-7.2, "Contract Bonds", and 5-4, "INSURANCE" within **3 Working Days** after receipt by the Contractor of a form of contract for execution unless an extension of time is granted to the Contractor in writing. Bonds shall be in amount of the Contract Price for the Work included in the Bid.

The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder. If the Contractor fails to enter into the contract as herein provided, the award may be annulled. An award may be made to the next contractor on the shortlist or in the case the emergency contractor's list is exhausted to any other responsive contractor on a sole-source basis who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

- 19. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Contractor shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms. The signing of the Contract shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Contract Documents.
- 20. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 20.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - 20.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 20.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - 20.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - 20.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
 - 20.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - 20.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 21. DESIGN SUBMITTALS:** The City's review of the Design-Builder's Design Submittals shall not relieve the Design-Builder from its responsibilities under the Contract, or be deemed to be an acceptance or waiver by City of any deviation from, or of the Design-Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for acceptance by the Design-Builder and accepted by City. Where approval or acceptance by City is required, it is understood to be general approval only, and does not relieve the Design-Builder of responsibility for complying with all applicable laws and good professional practices as the Design-Builder shall be the Engineer of Record.
- 22. PHASED FUNDING: For Phased Funding Conditions, see Exhibit L.**

AGREEMENT
FOR
EMERGENCY DESIGN AND CONSTRUCTION SERVICES
BETWEEN
THE CITY OF SAN DIEGO
AND
OTIS ELEVATOR COMPANY

This Phase-Funded Emergency Design and Construction Services Agreement (Agreement) is made and entered between THE CITY OF SAN DIEGO, herein called "City" and **Otis Elevator Company** herein called "Contractor", for the purpose of designing (when required) and performing emergency construction services for **Civic Center Plaza Elevators Emergency Modernization**, Bid No. **K-20-1914-EMR-3**, in the total amount of **\$3,000,000**, consisting of an amount not to exceed \$900,000.00 for Phase I and \$2,100,000.00 for Phase II at the direction of the City Engineer. The City and the Contractor are referred to herein as the "Parties."

RECITALS

- A. The City desires to construct the emergency project identified in Section 1, Description of Work.
- B. The City desires to contract with a single entity for Emergency Construction Services, as set forth in this agreement.
- C. The Contractor is ready, willing, and able to perform the emergency design and construction services required as specified in the Scope of Work and Services section of this agreement and in accordance with the terms and conditions of this agreement and under the direction of the Engineer.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

AGREEMENT

- A. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- B. Exhibits, including the Phased Funding Schedule, referenced in this agreement are incorporated into the Agreement by this reference.

- C. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances. (See WHITEBOOK, Section 7-3.10, Phased Funding Compensation).
- D. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- E. This agreement incorporates the Standard Specifications for Public Works Construction (The 2018 GREENBOOK), including those amendments set forth in the City of San Diego Supplement (The 2018 WHITEBOOK). All changes, additions, or both are stated herein and all other provisions remain unchanged.
- F. The Contractor shall comply with City's Equal Opportunity Contracting Program Requirements set forth in the Contract Documents. See The WHITEBOOK Part O.
- G. The Contractor, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Agreement can be executed.
- H. The Contractor shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. The Contractor shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City Municipal Code §22.3004.
- I. The Contractor's attention is directed to the provisions of the State of California Labor Code §1776 (Stats. 1978, Ch. 1249). The Contractor shall be responsible for the compliance with these provisions by Subcontractors.
- J. This contract is effective as of the date the City issued the Contractor a written notice to proceed (NTP), or the date of the last signatory below, whichever occurred first.
- K. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the allowed number of Working Days from the NTP as specified in the Notice of Award, unless authorized otherwise by the Engineer. Time is of essence for the completion of the Work and the Project has critical milestones to be met as listed in the Notice of Award.
- L. During the final design process (if any), if the Contractor modifies the Project such that a revision of the environmental document is required, the Contractor shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination with City staff. Work shall not proceed on the project until the environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents.

- M. Prior to NTP or as required by the City, the Contractor shall:
1. File surety bonds with the City to be approved by the City in the amounts and for the purposes noted in the Notice Inviting Bids and
 2. Obtain the required insurance in accordance with 5-4, "INSURANCE" and any additional insurance as may be specified in the Supplemental Special Provisions.
- N. The Contractor's Attention is directed to Exhibit Q – Encounters of Hazardous Substances Requirements. The Contractor shall be responsible for compliance with these provisions.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to the emergency contract provisions of City Charter §94 authorizing such execution, and by the Contractor.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Mara W. Elliott, City Attorney

By 

Print Name: Stephen Samara

Print Name: Christina L. Rae

Principal Contract Specialist
Engineering & Capital Projects

Deputy City Attorney

Date: 2/3/2021

Date: 2/4/2021

CONTRACTOR

By 

Print Name: Marcus Burton

Title: Regional General Manager

Date: 2/3/21

City of San Diego License No.: _____

THIS BOND SUPERSEDES AND REPLACES PREVIOUS BOND DATED 4/17/2020

AGREEMENT (continued)

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Otis Elevator Company, a corporation, as principal, and Western Surety Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **Three Million Dollars (\$3,000,000.00)** for the faithful performance of the annexed contract, and in the sum of **Three Million Dollars (\$3,000,000.00)** for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

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

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

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

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

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

Dated December 14, 2020

Approved as to Form

Otis Elevator Company

Principal

By Cynthia Farrell

Cynthia Farrell, Attorney-in-Fact

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By Christina Rae
Deputy City Attorney 2/4/2021

Western Surety Company

Surety

By Francesca Kazmierczak
Francesca Kazmierczak
Attorney-in-fact

Approved:

By Stephen Samara
Stephen Samara
Principal Contract Specialist
Engineering & Capital Projects

1344 Frazee Road, Suite 300

Local Address of Surety

San Diego, California 92108

Local Address (City, State) of Surety

619-682-3550

Local Telephone No. of Surety

Premium \$ 6,000.00

Bond No. 30066003

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of NEW YORK

County of QUEENS

On this 14th Day of December in the year 2020 before me, Anne L. Potter Notary Public, personally appeared Cynthia Farrell who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Anne L. Potter
Signature of Notary Public

ANNE L. POTTER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PO6283845
Qualified In Queens County
My Commission Expires 06-17-2021



SPECIAL POWER OF ATTORNEY

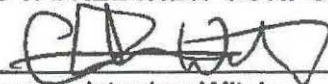
OTIS WORLDWIDE CORPORATION, a Company organized and existing under the laws of the State of Delaware, on behalf of itself, its subsidiaries and affiliates, (collectively referred to as the "Company"), hereby makes, constitutes and appoints AON RISK SERVICES NORTHEAST, INC., on behalf of certain of its employees as the Company's true and lawful attorneys-in-fact:

- Anne Potter
- Cynthia Farrell
- Halina Kazmierczak
- Barb Pannier
- Frances Rodriguez
- Jennifer L. Jakaitis
- Susan A. Welsh
- KeAna Conrad

with full power to execute, seal and deliver on behalf of the Company, surety bonds and documents ancillary thereto issued in the course of the Company's business, subject to the provisions of the Insurance Brokerage and Service Agreement effective December 1, 2019, among Aon Risk Services, Inc. of Connecticut, Aon Risk Services, Inc. of New York, currently known as **AON RISK SERVICES NORTHEAST, INC.** and **OTIS WORLDWIDE CORPORATION**, as amended or supplemented from time to time, and to bind the Company, thereby as if such writings had been duly executed and acknowledged by officers of the Company.

IN WITNESS WHEREOF, the Company has caused this Special Power of Attorney to be signed by its duly authorized representative this 27th day of November, 2019.


OTIS WORLDWIDE CORPORATION

By: 
Name: Christopher Witzky
Title: Vice President, Treasurer

UNITED STATES OF AMERICA)
STATE OF Connecticut)
COUNTY OF Hartford)

ss: TOWN OF FARMINGTON

On this 2 day of Dec 2019, before me, a Notary Public in and for said County and State, personally appeared Christopher Witzky who acknowledged himself to be the Vice President, Treasury of **OTIS WORLDWIDE CORPORATION**, the Company named in the foregoing instrument, and that as such, being authorized so to do, executed the foregoing instrument for the same for the purposes therein contained by signing such document in his capacity as Vice President, Treasury

 **MARY FRANCES BOHARTY**
Notary Public, State of Connecticut
My Commission Expires July 31, 2023


, Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

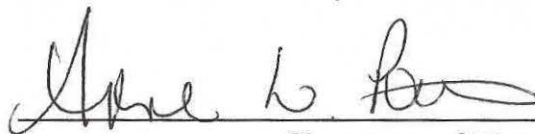
State of New York

County of Queens

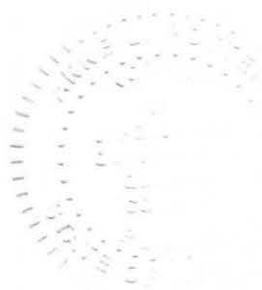
On this 14th day of December in the year 2020 before me Anne L. Potter, Notary Public, personally appeared Francesca Kazmierczak, who provide to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instruments the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature of Notary Public



ANNE L. POTTER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PO6283845
Qualified In Queens County
My Commission Expires 06-17-2021

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Nancy Schnee, Valorie Spates, Beverly Woolford, Anne Potter, Individually, of Garden City, NY

Debra A Deming, Cynthia Farrell, Sandra Diaz, Peter Healy, Susan A Welsh, Aklima Noorhassan, Frances A Rodriguez, Francesca Kazmierczak, Individually, of New York, NY

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of April, 2020.

WESTERN SURETY COMPANY



Paul T. Bruflat

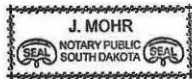
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of April, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of December, 2020.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2019

ASSETS

Bonds	\$ 1,943,152,245
Stocks	27,166,227
Cash, cash equivalents, and short-term investments	27,903,793
Receivables for securities	-
Investment income due and accrued	17,854,019
Premiums and considerations	56,706,652
Amounts recoverable from reinsurers	1,307,522
Current federal and foreign income tax recoverable and interest hereon	2,678,469
Net deferred tax asset	11,798,536
Receivable from parent, subsidiaries, and affiliates	12,821,583
Other assets	601
Total Assets	\$ 2,101,389,646

LIABILITIES AND SURPLUS

Losses	\$ 206,051,147
Loss adjustment expense	52,124,445
Commissions payable, contingent commissions and other similar charges	9,862,381
Other expenses (excluding taxes, license and fees)	3,624
Taxes, License and fees (excluding federal and foreign income taxes)	3,875,999
Federal and foreign income taxes payable	-
Unearned premiums	248,521,840
Advance premiums	6,112,006
Ceded reinsurance premiums payable (net of ceding commissions)	1,673,524
Amounts withheld or retained by company for account of others	5,332,206
Provision for reinsurance	290,516
Payable to parent, subsidiaries and affiliates	2905
Payable on security transactions	-
Other liabilities	97,836
Total Liabilities	\$ 533,948,430

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	280,071,837
Unassigned funds	1,283,369,380
Surplus as regards policyholders	\$ 1,567,441,217

Total Liabilities and Capital

\$ 2,101,389,646

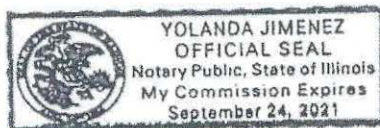
I, Amy Smith, Senior Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2019, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By Amy Smith
Senior Vice President

Subscribed and sworn to me this 11th day of March, 2020.

My commission expires:



By Yolanda Jimenez
Notary Public

EXHIBIT A

DRUG-FREE WORKPLACE CERTIFICATION

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

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

EXHIBIT B

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans with Disabilities Act", of the project specifications, and that:

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

EXHIBIT C

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

EXHIBIT D

EQUAL BENEFITS ORDINANCE CERTIFICATION

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

EXHIBIT E

AFFIDAVIT OF DISPOSAL

AFFIDAVIT OF DISPOSAL

(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)

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

Civic Center Plaza Elevators Emergency Modernization

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-20-1914-EMR-3**; SAP No. (WBS/IO/CC) **B-20063**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

_____ Contractor

by

ATTEST:

State of _____

County of _____

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

Notary Public in and for said County and State

EXHIBIT F

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
UNDER 23 UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106**

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23
UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106**

State of California

County of San Diego

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

EXHIBIT G

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.


CHECK ONE BOX ONLY.

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

- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: OTIS ELEVATOR

Certified By Brian Kegler Title _____
Name General Manager
Otis - San Diego
Signature  Date 3/25/20

USE ADDITIONAL FORMS AS NECESSARY

EXHIBIT H

MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM

MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM

BIDDER/PROPOSER INFORMATION

Otis Elevator Company

Legal Name <u>4949 Viewridge Ave.</u>	<u>San Diego</u>	DBA <u>CA</u>	<u>92123</u>
Street Address <u>Mei Truong, Sales Rep.</u>	City <u>858-688-9667</u>	State <u>860-660-9536</u>	Zip <u>9536</u>
Contact Person, Title	Phone	Fax	

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

* The precise nature of the interest includes:

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

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

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

<u>Brian Kegler</u>	<u>GM</u>
Name <u>San Diego, CA</u>	Title/Position
City and State of Residence <u>none</u>	Employer (if different than Bidder/Proposer)
Interest in the transaction <u>Mei Truong</u>	<u>Sales Rep</u>
Name <u>San Diego, CA</u>	Title/Position
City and State of Residence <u>none</u>	Employer (if different than Bidder/Proposer)
Interest in the transaction	

*** Use Additional Pages if Necessary ***

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

<u>Brian Kegler</u>		<u>3/25/20</u>
General Manager <u>Otis - San Diego</u>	Signature	Date

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

EXHIBIT I

FORMS

LIST OF SUBCONTRACTORS

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the GREENBOOK and Special Provisions Section 3-2, "SELF-PERFORMANCE", which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [Ⓞ]	WHERE CERTIFIED [Ⓜ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Dynalectric</u> Address: <u>9505 Chesapeake Dr.</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>858-712-4700</u> Email: <u>bbressette@dyna-sd.com</u>	Contractor	1000000089	240211327	C-10	32,454.00	N/A	N/A	
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

[Ⓜ] As appropriate, Bidder shall indicate if Subcontractor is certified by:

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

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: <u>N/A</u> Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

**DEBARMENT AND SUSPENSION CERTIFICATION
(FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS)**

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer:**

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Phillip Petersen	CEO/President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Dynalectric-SD

Certified By Brian Bressette Title Project Manager

Name



Date 06/17/2020

Signature

USE ADDITIONAL FORMS AS NECESSARY*

**DEBARMENT AND SUSPENSION CERTIFICATION
(FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS)**

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer:**

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
MARK E. FILANC	CHIEF EXECUTIVE OFFICER

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: JR FILANC CONSTRUCTION COMPANY INC.

Certified By ANA MARTINEZ Name

Title PROJECT ACCOUNTANT



Signature

Date 6/29/2020

USE ADDITIONAL FORMS AS NECESSARY*

EXHIBIT J

SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

The following Supplementary Special Provisions (SSP) modifies the following documents:

- 1) The **2018 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
- 2) The **2018 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 1. General Provisions (A) for all Construction Contracts.

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

1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK", items 43, 56, 69, and 102, DELETE in its entirety and SUBSTITUTE with the following:

43. **Field Order** - A Field Order is a written agreement by the Engineer to compensate you for Work items in accordance with 2-8, "EXTRA WORK" or 2-9, "CHANGED CONDITIONS". A Field Order does not change the Contract Price, Contract Time, or the scope intent of the Contract.
56. **Notice of Completion (NOC)** - A document recorded with the County of San Diego to signify that the Contract Work has been completed and accepted by the City.
69. **Punchlist** - A list of items of Work or corrections generated after a Walk-through that is conducted when you consider that the Work and Services are complete, and as verified by the Owner. The Punchlist may be completed in phases if defined in the Contract.
102. **Walk-through** - The procedure the City uses to evaluate the status of the Project or the phase of the Project and to generate a Punchlist prior to Acceptance.

To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

The **Normal Working Hours** are **7:00 AM to 3:30 PM**.

To the "WHITEBOOK", ADD the following:

108. **Substantial Completion** – When all Contract Work is deemed complete by the Contractor in writing, and as verified by the Owner. Substantial Completion may be completed in phases if defined in the Contract.
109. **Acceptance of Work** – When all of the Contract work is deemed officially complete, including all Punchlist items, by the Owner.

110. **Occupancy** – When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.

1-7.1.3

Requests for Information (RFI). To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Should You discover a conflict, omission, errors in the Contract Documents, differences with existing field conditions, or have any questions concerning interpretation or clarification of Contract Documents, or when you propose deviations to the standards or design, you shall submit a Request for Information (RFI) to the City regarding your question or clarification within **1 Working Day**.
2. Your RFI shall meet the following requirements:
 - a) All RFIs, whether by You or your Subcontractor or supplier at any tier, shall be submitted by You to the City.
 - b) RFIs shall be numbered sequentially.
 - c) You shall clearly and concisely set forth the single issue for which interpretation or clarification is sought, indicate Specification Section numbers, Contract Drawing numbers, and details, or other items involved, and state why a response is required from the City.
 - d) RFIs shall be submitted within **1 Working Day** in order that they may be adequately researched and answered before the response affects any critical activity of the Work.
 - e) Should You believe that a response to an RFI causes a change to the requirements of the Contract, You shall, before proceeding, give written notice to the City, indicating that You believe that City response to the RFI to be a Change Order. Failure to give such written notice within **5 Working Days** of receipt of the City's response to the RFI shall waive Your right to seek additional time or cost.
3. The City will respond to RFIs within **5 Working Days** unless the City notifies You in writing that a response will take longer. The **5 Working Days** shall begin when the RFI is received and dated by the City. Responses from the City will not change any requirement of the Contract unless so noted by the City in the response to the RFI. The City will not issue a Change Order for Extra Work or additional time when the issue raised in the RFI was due to your fault, neglect, or any unauthorized deviations from the project design or specifications.
4. If You proceed in resolving a conflict, omission, or any error in the Contract Documents without sending the City an RFI in accordance with the requirements stated above, the City may require You to remove such work at Your cost or back charge You the cost to remove this work.

SECTION 3 – CONTROL OF THE WORK

3-13.1 Completion. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall submit a written assertion that the Work has been completed and is ready for Owner Acceptance. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date that you are relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed.

3-13.1.1 Requirements Before Requesting a Walk-through. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

3-13.1.1 Requirements Before Requesting Substantial Completion.

1. The following items are required prior to requesting a Substantial Completion:
 - a) Remove temporary facilities from the Site.
 - b) Thoroughly cleaning the Site and removing all mark outs and construction staking.
 - c) Provide completed and signed Red-lines in accordance with 3-7.3 "Redlines and Record Documents".
 - d) Provide all material and equipment maintenance and operation instructions and/or manuals.
 - e) Provide all tools which are permanent parts of the equipment installed in the Project.
 - f) Provide and properly identify all keys for construction and all keys for permanent Work.
 - g) Provide all final Special Inspection reports required by the applicable building Code.
 - h) Provide all items specified to be supplied as extra stock. Wrap, seal, or place in a container all items as necessary to allow for storage by the City for future use. Verify the specified quantities.
 - i) Ensure that all specified EOCP and certified wage rate documentations covering the Contract Time have been submitted.
 - j) If the Work includes sewer and storm drain installations, the inspection shall include televising in accordance with 306-18, "VIDEO INSPECTION".

- k) If the Work includes a Plant Establishment Period, Work in accordance with 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT" shall be completed prior to requesting Substantial Completion, unless approved otherwise by the Owner.
- m) Notify the Engineer to arrange a final inspection of permanent BMPs installed.

3-13.1.2 Walk-through and Punchlist Procedure. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall notify the Engineer 15 Working Days in advance of date of anticipated Substantial Completion to allow time for Engineer to schedule a Walk-through. After you complete the requirements in 3-13.1.1, "Requirements Before Requesting Substantial Completion" and when you consider that the Work is Substantially Complete, you will notify the Engineer in writing that the Project is Substantially Complete. The Engineer will review your request and determine if the Project is ready for a Walk-through, by verifying whether you have completed all items as required by 3-13.1.1, "Requirements Before Requesting Substantial Completion". Within 7 Working Days, the City will either reject your request of a Walk-through in writing or schedule a Walk-through inspection. The Engineer shall facilitate the Walk-through.
2. The following documents shall be provided at the time of your Walk-through request: As-Built markup, Plans, specifications, technical data such as submittals and equipment manuals, draft final payment, warranties, material certifications, bonds, guarantees, maintenance service agreements, and maintenance and operating manuals.
3. Written warranties, except manufacturer's standard printed warranties, shall be on a letterhead addressed to you. Warranties shall be submitted in the format described in this section, modified as approved by the City, to suit the conditions pertaining to the warranty. Lack of submitting these items will delay start of Walk-through.
4. The Engineer will provide you with the Punchlist within 15 Working Days after the date of the Walk-through. The City shall not provide a preliminary Punchlist.
5. If the Engineer finds that the Project is not Substantially Complete as defined herein, the Engineer will terminate the Walk-through and notify you in writing.
6. If, at any time during the Engineer's evaluation of the corrective Work required by the Punchlist, the Engineer discovers that additional corrective Work is required, the Engineer may include that corrective Work in the Punchlist.
7. You shall remain solely responsible for the Project Site until the Project is completely operational, all Punchlist items have been corrected, and all operation and maintenance manuals have been accepted by the City.

8. The Engineer shall meet with you until all Punchlist items are corrected. You shall complete the Punchlist within 30 Working Days, and Working Days will continue to be counted until Acceptance of the Project.

3-13.2 Acceptance. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall provide the completed, signed, and stamped DS-563 to the Engineer prior to Acceptance.
2. You shall deliver the final As-builts and final billing prior to Acceptance.
3. You shall assemble and deliver to the Engineer a Final Summary Report and Affidavit of Disposal prior to Acceptance.
4. Acceptance shall occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, you have fully performed the Contract, the Engineer will recommend to the City Engineer that your performance of the Contract be accepted. You shall receive notification of Acceptance in writing from the Owner and counting of working days shall cease and Warranty begins.
5. Retention can be released 35 Calendar Days after NOC. Submit your request for retention to the Resident Engineer and they will mail to you a "Release of Claims" form which shall be completed and returned before the retention will be released.

3-13.3 Warranty. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City has Beneficial Use or takes Occupancy of the project earlier (excluding water, sewer, and storm drain projects).
2. You shall warranty the Work free from all latent defects for 10 years and patent defects for a period of 4 years.
3. The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of the Engineer in writing.
4. All express warranties from Subcontractors, manufacturers', or Suppliers', of any tier, for the materials furnished and Work performed shall be assigned, in writing, to the City, and shall be delivered to the Engineer prior to the Acceptance of your performance of the Contract.

5. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If you fail to make such replacements or repairs within the time specified in the notice, the City may perform the replacement or repairs at your expense. If you fail to reimburse the City for the actual costs, your Surety shall be liable for the cost
6. Items that shall be warrantied free from defective workmanship and materials for a period longer than 1 year are as follows:

Specified Item	Minimum Warranty Period
Detectable Warning Tile Construction	3 Years of Manufacturer's Warranty
All Work Under SECTION 500 – PIPELINE REHABILITATION	3 Years
Fiber Optic Interconnect Cables	2 Years
Luminaires*	10 Years of Manufacturer's Warranty
LED Signal Modules	3 Years of Manufacturer's Warranty
Field Devices Associated with 700-6.3, "Adaptive Control Note"	See 700-6.3.9, "Warranty"

* Provide documentation verifying that the induction luminaire models being offered for the Project are covered by the 10 year warranty.

7. If, during the warranty period, any item of the Work is found to be Defective Work, you shall correct it promptly after receipt of written notice from the City to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

SECTION 4 - CONTROL OF MATERIALS

4-3.6 Preapproved Materials. To the "WHITEBOOK", ADD the following:

3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-4 INSURANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

5-4 INSURANCE.

1. The insurance provisions herein shall not be construed to limit your indemnity obligations contained in the Contract.

5-4.1 Policies and Procedures.

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

5-4.2 Types of Insurance.

5-4.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).

3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

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

5-4.2.2 Commercial Automobile Liability Insurance.

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

5-4.2.3 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
2. All costs of defense shall be outside the limits of the policy. Any such insurance provided by your Subcontractor instead of you shall be approved separately in writing by the City.
3. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim.
4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
5. Occurrence based policies shall be procured before the Work commences and shall be maintained for the Contract Time. Claims Made policies shall be procured

before the Work commences, shall be maintained for the Contract Time, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

6. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

5-4.2.4 Contractors Hazardous Transporters Pollution Liability Insurance.

1. You shall provide at your expense or require your Subcontractor to provide, as described below, Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage.
2. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of you shall be approved separately in writing by the City.
3. For approval of the substitution of Subcontractor's insurance the Contractor shall certify that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.
4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies shall be procured before the Work commences and shall be maintained for the duration of this Contract. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.
5. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

5-4.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best

Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

5-4.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

5-4.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured.

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

5-4.5.1.2 Primary and Non-Contributory Coverage. The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if

appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.1.3 Project General Aggregate Limit. The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

5-4.5.2 Commercial Automobile Liability Insurance.

5-4.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

5-4.5.3.1 Additional Insured.

1. The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,
 - c) your work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

5-4.5.3.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.3.3 Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

5-4.5.4.1 Additional Insured.

1. The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,
 - c) your work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of §2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

5-4.5.4.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.4.2 Severability of Interest. For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

5-4.6 Deductibles and Self-Insured Retentions. You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

5-4.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.

5-4.8 Notice of Changes to Insurance. You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.

5-4.9 Excess Insurance. Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

5-4.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

1. For Contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), and etc.) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate in full force and effect.

2. You shall ensure the following:

- a) The policy retroactive date is on or before the date of commencement of the Project.
- b) The policy will be maintained in force for a period of 3 years after completion of the Project or termination of this Contract, whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.

3. If professional engineering services are to be provided solely by the Subcontractor, you shall:

- a) Certify this to the City in writing and

- b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

5-4.11 Workers’ Compensation Insurance and Employers Liability Insurance.

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

2. Limits for this insurance shall be not less than the following:

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

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

5-4.11.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

5-10.2.1 Public Notice by Contractor. To the “WHITEBOOK”, item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. Furnish and distribute public notices in the form of door hangers using the City’s format to all occupants and/or property owners along streets:
 - a) Where Work is to be performed at least Working 5 Working Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b) Within 5 Working Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
 - c) 72 hours in advance of the scheduled resurfacing.

5-13

ELECTRONIC COMMUNICATION. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Virtual Project Manager shall be used on this Contract.
2. You shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs including the Weekly Statement of Working Days (WSWD), Storm Water, and transmittals to the Virtual Project Manager (VPM) website established for the Projects. This shall not supersede any Federal requirements.
3. Maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule.
4. Review and act on all communications addressed to you in the VPM project website.
5. A user's guide to the VPM system is available on the City's website and shall be provided to you at the Pre-construction Meeting. Refer to the VPM training videos and forms at the location below:

<https://www.sandiego.gov/publicworks/edocref>
6. Submit the Sensitive Information Authorization Acknowledgement Form and VPM User Agreement located in the VPM user's guide at the Pre-construction Meeting.

5-15.1

General. To the "WHITEBOOK", item 10, DELETE in its entirety and SUBSTITUTE with the following:

10. If your construction activities have encountered flammable liquids or other hazardous substances, you shall ensure that construction staff have the required Hazardous Waste Operations and Emergency Response (HAZWOPER) certification. Construction staff shall include: City Engineers, City Laboratory Technicians, and City staff that perform onsite inspections.
 - a) If your Work encounters flammable liquids or other hazardous substances, you shall be responsible for scheduling training for all construction staff to attend and for submitting verification to the Engineer that construction staff have the required HAZWOPER certification prior to continuing that Work in that area. You shall maintain the HAZWOPER certifications annually until the construction activities triggering the requirement is complete, as approved by the Resident Engineer.
 - b) You shall be responsible for implementing, training, and submitting verification to the Engineer that construction staff have the required HAZWOPER certification before the Notice to Proceed (NTP) has been issued.

5-15.17 **Payment.** To the "WHITEBOOK", ADD the following:

5. The payment for Hazardous Waste Operations and Emergency Response (HAZWOPER) certification and training for construction staff shall be included in the allowance Bid item for "Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification".

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 **Construction Schedule.** To the "WHITEBOOK", item 1, subsection "s", DELETE in its entirety and SUBSTITUTE with the following:

- s) Submit an updated cash flow forecast with every pay request (for each Project ID or WBS number provided in the Contract) showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.
 - b) Refer to the Sample City Invoice materials in **Exhibit P – Sample City Invoice with Cash Flow Forecast** and use the format shown.
 - c) See also the "Cash Flow Forecast Example" at the location below:

<https://www.sandiego.gov/publicworks/edocref>

6-1.5.2 **Excusable Non-Compensable Delays.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

6-1.5.2 **Excusable Non-Compensable and Concurrent Delays.**

1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-4.2, "Extensions of Time" for the following circumstances:
 - a) Delays resulting from Force Majeure.
 - b) Delays caused by weather.
 - c) Delays caused by changes to County, State, or Federal law.
2. When a non-excusable delay is concurrent with an Excusable Delay, you shall not be entitled to an extension of Contract Time for the period the non-excusable delay is concurrent with the Excusable Delay.
3. When an Excusable Non-Compensable Delay is concurrent with an Excusable Compensable Delay, you shall be entitled to an extension of Contract Time, but shall not be entitled to compensation for the period the Excusable Non-Compensable Delay is concurrent with the Excusable Compensable Delay.

6-4.2 **Extensions of Time.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract Time shall not be modified except by Change Order.

2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
 - a) If you believe this event requires a Change Order, you shall submit a written Change Order request with a report to the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.
3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.5, "Excusable Delays" unless you demonstrate, through an analysis of the critical path, the following:
 - a) The event causing the delay impacted the activities along the Project's critical path.
 - b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence and that all project float has been used.
4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within **30 Calendar Days** after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
 - a) Your protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims".

6-4.4 Written Notice and Report. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-4.2, "Extensions of Time", will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

ADD:

6-6.1.1 Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption for Emergency Repair of Elevators at Civic Center Plaza (CCP) (Civic Center Plaza Elevators Emergency Modernization)**, Project No. **K-20-1914-EMR-3**, as referenced in the Contract Exhibit. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Exhibit K**.
2. Compliance with the City's environmental document shall be included in the Contract Price.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.1 General. To the “WHITEBOOK” ADD the following:

3. The Lump Sum Bid item for “**Modernization**” shall include the full payment for Bonding, Design, Submittals, Fabrication, Material Delivery, and Replacement of the elevator: controllers, gearless machines, hoist ropes, seismic, door operator, and fixtures as specified in Section 1, Description of Work of the Contract Documents.
4. The Bid item for “**Construction Management**” shall include the payment for any permit procurement and for services as site superintendent during modernization work as specified in Section 1, Description of Work of the Contract Documents.
5. The Lump Sum Bid item for “**Fire & Electrical Work**” shall include the full payment for work to upgrade the electrical and life safety systems to comply with building code sections affected by the Work as specified in Section 1, Description of Work, within the Contract Documents.
6. The Bid item for “**Storage**” shall include the payment for the use of two parking spaces located near the elevator hoist way.

7-3.9 Field Orders. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. If the cumulative total of Field Order items of Work does not exceed the “Field Orders” Bid Item, the City shall pay those Field Orders as shown below:

**TABLE 7-3.9
FIELD ORDER LIMITS**

Contract Price	Maximum Field Order Work Amount
Less than \$100,001	\$2,500
\$100,001 to \$1,000,000	\$5,000
\$1,000,001 to \$5,000,000	\$10,000
\$5,000,001 to \$15,000,000	\$20,000
\$15,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$50,000

2. Field Order items of Work for contracts greater than \$15,000,000 will require additional approvals from the City prior to its approval by the Resident Engineer.
3. The City will issue a Field Order only after the City’s acceptance of the cost of the field order amount.

4. Field Orders shall not be used to add scope or to include extensions of time related to changes in work.
5. If in the event there is a change related to the critical path on the project which necessitates an extension of time and the change amount is within the Field Order limits shown on Table 7-3.9, then a Field Order can be issued to compensate you for the approved costs. Any extensions of time associated with the change shall be included in a subsequent Change Order and no additional compensation shall be granted as part of the change order for the extension of time.
6. The unused portions of Field Orders Bid item shall revert to the City upon Acceptance.

7-3.11 Compensation Adjustments for Price Index Fluctuations. To the "WHITEBOOK" ADD the following:

5. This Contract is not subject to the provisions of The "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

SECTION 601 - TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-3.5.1 General. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. Temporary "No Parking" and "No Stopping" signs shall be installed 72 hours before enforcement. Temporary "No Parking" and "No Stopping" signs shall be installed and removed as specified in the Special Provisions. Signs shall indicate specific days, dates, and times of restrictions. If violations occur, call Police Dispatch 619-531-2000 to enforce the Tow-Away notice.

EXHIBIT K

NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

TO: X Recorder/County Clerk
P.O. Box 1750, MS A-33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2400

FROM: City of San Diego
Public Works Department
525 B Street, Suite 750, MS 908A
San Diego, CA 92101

 Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Project No. / WBS No.: B-20063.02.06

Project Name: Emergency Repair of Elevators at Civic Center Plaza (CCP)

Project Location-Specific: The project is located at Civic Center Plaza, 1200 Third Avenue in the Downtown Community Planning Area/Council District 3.

Project Location-City/County: San Diego/San Diego County

Description of nature and purpose of the Project: The elevators have suffered from an escalating number of entrapments, lurching, and leveling issues; complaints from employees riding the CCP elevators have increased dramatically in the last year. The building was constructed in 1973 and the current elevators are two elevator generations old. Most of the existing equipment is outdated and due to the age, maintenance parts can no longer be found. All six elevators are currently unreliable and require immediate modernization of all equipment. Project work will include upgrades to six elevators that include installation of new controllers, machine, hoist ropes, seismic, door operator, fixtures, and ancillary equipment. No impacts to environmental resources are expected, as all work will be confined within CCP.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego, Public Works Department
Contact: Sean Paver
525 B Street, Suite 750 (MS 908A)
San Diego, CA 92101
(619) 533-3629

Exempt Status: (CHECK ONE)

(X) Statutory Exemptions: Emergency Project – Sec. 21080(b)(4); 15269(b)(c)

Reasons why project is exempt: The emergency repairs are required in order to protect public health, safety and property. This determination is supported by the expert opinion of the City Engineer. The City of San Diego conducted an environmental review which determined that the project meets the statutory exemption criteria set forth in CEQA State Guidelines, Section (SEC. 21080(b)(4); 15269 (b)(c)), which allows for actions necessary to prevent or mitigate an emergency.


Lead Agency Contact Person: Carrie Purcell

Telephone: (619) 533-5124

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? () Yes () No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA



Carrie Purcell, Assistant Deputy Director

12/23/19
Date

Check One:

- Signed By Lead Agency
- Signed by Applicant

Date Received for Filing with County Clerk or OPR:

EXHIBIT L

PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PRE-AWARD

1.1. Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:

1.1.1. Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 7-3, "PAYMENT."

1.2. Contractor's failure to perform any of the following may result cancelling the award of the Contract:

1.2.1. Meeting with the City's Project Manager to discuss the Phased Funding Schedule.

1.2.2. Agreeing to a Phased Funding Schedule within **thirty** days of meeting with the City's Project Manager.

2. POST-AWARD

2.1. Do not start any construction activities for the next phase until the Notice to Proceed (NTP) has been issued by the City. The City will issue a separate NTP for each phase.

2.2. The City may issue the NTP for a subsequent phase before the completion of the preceding phase.

PHASED FUNDING SCHEDULE AGREEMENT

The particulars left blank below, such as the total number of phases and the amounts assigned to each phase, will be completed with funding specific information from the Pre-Award Schedule and Construction Cost Loaded Schedule submitted to and approved by the City.

BID NUMBER: K-20-1914-EMR-3

CONTRACT TITLE: Civic Center Plaza Elevators Emergency Modernization

CONTRACTOR: Otis Elevator Company

Funding Phase	Phase Description	Phase <u>Start</u>	Phase <u>Finish</u>	Not-to-Exceed Amount
1	Bonding, Design, Submittals, Permits, Fabrication, Material Delivery	NTP	April 30, 2021	\$900,000.00
2	Elevator Modernization, Elevator Turn over	May 1, 2021	Project Completion	\$2,100,000.00
Contract Total				\$3,000,000.00

Notes:

- 1) WHITEBOOK section 7-3.10, "Phased Funding Compensation" applies.
- 2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- 3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by written modifications to the CONTRACT.

CITY OF SAN DIEGO

PRINT NAME: Tony Pérez

Construction Senior Engineer

Signature: Tony Pérez

Date: 12/14/2020

PRINT NAME: Jong Choi

Design Senior Engineer

Signature: J. Choi

Date: 12/14/20

CONTRACTOR

PRINT NAME: Brian Kegler

**General Manager
Otis - San Diego**

Title: _____

Signature: Brian Kegler

Date: 12/11/20

EXHIBIT M

PROPOSAL

PROPOSAL

To the City of San Diego:

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

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

IF A PARTNERSHIP, SIGN HERE:

(1) Name under which business is conducted _____

(2) Name of each member of partnership, indicate character of each partner, general or special (limited):

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

Full Name and Character of partner

(4) Place of Business (Street & Number) _____

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted Otis Elevator Company

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



(Signature)

Brian Kegler
General Manager
Otis - San Diego

(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of New Jersey

(4) Place of Business (Street & Number) 4949 Viewridge Avenue

(5) City and State San Diego, CA Zip Code 92123

(6) Telephone No. 858 560 5881 Facsimile No. 858 560 7465

THE FOLLOWING SECTIONS MUST BE FILLED IN

The Contractor holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION C-11

LICENSE NO. 7031 EXPIRES 11-30-2020

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: ~~03 012731~~


DIR # 1000003571

TAX IDENTIFICATION NUMBER (TIN): 13-5583389

E-Mail Address: mei.truong@otis.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

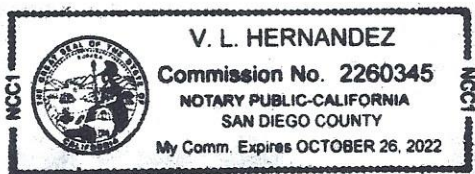
I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature  Title GM

SUBSCRIBED AND SWORN TO BEFORE ME, THIS _____ DAY OF _____.

Notary Public in and for the County of _____, State of _____

(NOTARIAL SEAL)



State of California, County of San Diego
Subscribed and sworn to (or affirmed), before
me, on this 26 day of May, 2020
by Brian Keeler who proved to
me, on the basis of satisfactory evidence, to
be the person(s) who appeared before me.

V. L. Hernandez



DATE: April 20, 2020

EXHIBIT "M" – Proposal

TO:
City of San Diego
Public Works Contracts
525 B Street, Suite 750, MS908A
San Diego, CA 92101

FROM:
Otis Elevator Company
4949 View ridge Avenue
San Diego, CA 92123

PROJECT LOCATION:
Porto Siena
1601 India Street
San Diego, CA 92101

Attn: Mei Truong
Tel: 858 514 2808
Email: mei.truong@otis.com

MACHINES NUMBERS: Six (6) Passenger Elevators PROPOSAL NUMBER: F73A1288

We will provide labor and material to furnish and install on the above referenced machine the following:

CIVIC CENTER PLAZA ELEVATORS EMERGENCY MODERNIZATION

Summary of Project

Table with 3 columns: Item #, Description, Total. Rows include Elevator Modernization, Storage and Parking (\$2,286,507), Construction Manager (\$162,800), Electrical & Fire (\$36,673), Engineering Services (TBD), and Contingency Allowance (\$50,000).

Subtotal: \$2,535,980.00

Modernization Definitions Page

Table with 2 columns: Definition, Description. Rows include Retain, New, Modify, Included, and By Others.

PROPOSED EQUIPMENT OVERVIEW:

1. CONTROLS	MICROPROCESSOR CONTROLLER	NEW
	CROSS CANCELLATION	NEW
	GROUP CONTROLLER	NEW
	DRIVES	NEW
	LOAD WEIGHING	NEW
	SEISMIC SWITCH	NEW
	RING AND STRING	NEW
	LANDINGS, CAPACITY, OPENING AND SPEED	RETAIN
	MACHINE(S)	NEW
	HOIST ROPES	NEW
	DEFLECTOR SHEAVE(S)	RETAIN
	BRAKE ASSEMBLY	RETAIN
	ROPE GRIPPER(S)	NEW
	CABLE GUARDS	NEW
	ROPE LUBRICATORS	NEW
	GOVERNOR	NEW
	GOVERNOR ROPE	NEW
	CAR TAIL SHEAVE	RETAIN
	PAINTING OF ELEVATOR PIT AND MACHINE ROOM FLOOR	NEW
		RAILS AND/OR RAIL BRACKETS
COUNTERWEIGHT FRAMES		RETAIN
COUNTERWEIGHT GUARDS		RETAIN
SAFETIES		RETAIN
CAR SLING, PLATFORM		RETAIN
CAB SHELL		RETAIN
CAB INTERIOR		RETAIN
CAR SADDLE(s) or SILL(s)		RETAIN
CAR FLOORING		RETAIN
CAR GUIDES		NEW ROLLERS
COUNTERWEIGHT ROLLER GUIDES		NEW ROLLERS
FASCIA		RETAIN
TOE GUARDS		NEW
TRAVELING CABLES, CAR & HATCH WIRING		NEW
RACEWAY AND DUCT		RETAIN
LIMIT SWITCHES		NEW
LEVELING SYSTEM		NEW
MODERNIZATION HOISTWAYS SCREENING		NEW
BUFFERS, BUFFER PLATFORM & PIT		RETAIN
PIT STOP SWITCH		NEW
PIT LADDER(S)		RETAIN
PIT OUTLET & LIGHT	INCLUDED	
4. DOOR EQUIPMENT	DOOR OPERATOR(S)	NEW
	CAR DOOR TRACKS	MODIFY with NEW LINER

	CAR DOOR CLUTCH	NEW
	HOISTWAY DOOR TRACKS	MODIFY with NEW LINER
	HOISTWAY DOOR CLOSERS	NEW
	HOISTWAY DOOR INTERLOCKS	NEW
	DOOR ROLLERS, GIBS	RETAIN
	CAR DOOR PROTECTION DEVICE	NEW
	CAR AND HALL DOOR PANELS	RETAIN
	DOOR RESTRICTION	RETAIN
	HALL DOORS AND ENTRANCES	RETAIN
	DOOR HEADER	RETAIN
	DUST COVERS	RETAIN
	SIGHT GAURD	RETAIN
5. FIXTURES & EMERGENCY COMMUNICATION	HALL PUSH BUTTONS	NEW
	CAR PUSH BUTTONS (SWING MAIN)	NEW
	HALL FIXTURES	NEW
	HALL POSITION INDICATOR	N/A
	HALL LANTERNS	NEW
	ADA PHONE	NEW
	EMERGENCY LIGHT	NEW
	ELEVATOR INTERCOM	NEW
	ELEVATOR FIRE PANEL	NEW
	ELEVATOR MANAGEMENT SYSTEM (EMS)	NEW
6. OTHER	HVAC	EXCLUDED BY OTHERS
	FIRE LIFE SAFETIES	INCLUDED
	SPRINKLERS	EXCLUDED BY OTHERS IF REQUIRED
	ELECTRICAL	INCLUDED
	ENGINEERING, CALCULATIONS AND INSPECTIONS (IF REQUIRED)	INCLUDED
	STORAGE AND CONTAINERS	INCLUDED
	PARKING	INCLUDED

PROPOSED EQUIPMENT IN DEPTH: (ALL PHOTOS ARE EXAMPLES ONLY)

1. NEW CONTROL SYSTEM

We propose to furnish labor and material to provide an Elevonic® RM-H control system. It is a digital closed-loop microprocessor-based control system specifically designed to meet the particular needs of modernizing UMV traction elevators. The system is a distributed network of modular microprocessor control units and solid-state performance measurement devices. The system is integrated using serial-link communication. The control system has a Solid-State Safety Circuit. The measurement transducers constantly monitor the performance of every elevator function controlled by microprocessor. The control units evaluate this performance information and automatically adjust performance as necessary to correct variances within milliseconds. The “Relative System Response Plus” software dispatches elevators based upon real-time response to actual demands on the elevator group. The software is designed to maintain optimum

elevator system performance by evaluating and reassigning hall calls within milliseconds of changes in elevator demand or performance.

POWER SUPPLY (RETAINED)

The power supply of 480 volts, 3 phase, 60 hertz, alternating current will be retained with the new equipment arranged for this power supply.

NEW DRIVE SYSTEM

The present motor drive system will be changed to a Variable Voltage Variable Frequency regenerative drive.

NEW OPERATION

The present control system will be changed to Elevonic® RM Microprocessor control.

NEW OPERATION



The building shall be divided into three (3) zones with one car assigned to the “lobby” zone and the other car assigned to the top zone. Each car shall park in its assigned zone when there are no unanswered calls.

The lobby zone shall include the lobby, basements and adjacent floors above the lobby. The remainder of the floors shall be divided between the top zone and the middle zone. Either car may answer calls in the middle zone but neither car shall park in that zone.

Optimized response to hall calls shall be achieved by the Relative System Response Plus (RSR Plus®) dispatching software. This software dispatches cars by computing a relative system response for each registered hall call. The computation of each car’s RSR score to a call shall be based on service to previously assigned car and hall calls, car load, direction of travel, door and car motion status, coincidence of car and hall calls, etc. The car with the lowest RSR Plus score shall have the call assigned to it.

RSR Plus computations for each hall call are repeated several times a second and the hall call assignment might be changed if a more suitable car is found. Additionally, the RSR Plus dispatching software shall continuously evaluate the efficiency of its dispatching and shall vary the value of bonuses and penalties to optimize dispatching efficiency during peak demands.

A car arriving at a floor to park shall not open its doors. Cars shall open their doors only when stopping in response to a car or hall call.

A car without registered car calls, arriving at a floor on which both up and down hall calls are registered shall initially respond to the hall call in the direction that the car was traveling. If no car call or hall call is registered for further travel in that direction, the car shall close its doors and immediately reopen them in response to the hall call in the opposite direction. Direction lanterns, if furnished, shall indicate the change of direction when the doors reopen.

Direction lanterns, as applicable, shall indicate the change of direction when the doors reopen.

If for any reason the doors are prevented from closing and the car is unable to respond to a call, it shall lose its zone assignment and the call shall be transferred to the other car.

When a car is filled to a predetermined load setting, it shall no longer stop for hall calls.

When the Independent Service switch in the car operating panel is actuated, that elevator shall be disconnected from the hall buttons and operate independently from car buttons only.

2. MACHINE ROOM EQUIPMENT

NEW MACHINE

New gearless machines will be install.

NEW HOIST ROPES

New Hoist Ropes will be installed

NEW GOVERNOR

The present speed governor shall be retained and calibrated for the proper tripping speed.

NEW ROPE GRIPPER

A new rope gripper device shall be installed to prevent the elevator from over speeding in the up-direction, as per the latest requirement by ASME/ANSI A17.1 Safety Code for Elevators and Escalators, an American National Standard.

3. HOISTWAY AND MACHINE EQUIPMENT

NEW HOISTWAY OPERATING DEVICES

Terminal stopping devices shall be provided to slow or automatically stop the car at the terminal landings and to automatically cut off the power and apply the brake, should the car travel beyond the terminal landings.

NEW ACCESSALERT HOISTWAY SAFETY DEVICE

We will furnish and install all of the necessary components, circuitry and wiring for a new AccessAlert system, which will operate on the elevator car top and pit.

AccessAlert will be installed so the elevator can be controlled in a safe manner when an authorized person accesses the elevator hoistway. The AccessAlert system meets all applicable safety codes.

RETAIN CAR GUIDES

The existing car guides shall be retained. New rollers will be installed.



RETAIN COUNTERWEIGHT GUIDES

The existing counterweight guides shall be retained. New rollers will be installed.

RETAIN CAR FRAME AND SAFETY

The existing car safety device, designed to stop the car if it attains a descending speed in excess of the preset contract speed, shall be retained.

NEW ROPES

New hoist ropes shall be installed.

RETAIN PLATFORM

The car platform will be retained and reused in place.

RETAIN CAR INTERIOR

The present car interior shall be retained.

NEW LOAD-WEIGHING DEVICE

A new load weighing device set to operate at a predetermined fixed percentage of the car load shall be provided.

RETAIN FLOORING

The present flooring will be retained.

NEW PIT SWITCH

An emergency stop switch shall be located in the pit and accessible from the pit access door.

RETAIN BUFFERS

The existing buffers shall be retained.

NEW HOISTWAY SCREENING

Modernization hoistway screening will be install.

NEW TOP OF CAR INSPECTION STATION

We will furnish and install all the necessary components, circuitry and wiring for a new Top-of-Car Inspection Operation station, which will operate on the elevator car top. The box will be made of a strong, fire-resistant plastic and gasketed for moisture resistance. A descriptive multi-colored label details the various switch functions that are located on the face of the operating box. Each color designates a different function.

The station will be installed so the elevator can be controlled in a safe manner when an authorized person is inspecting equipment or removing passengers while on top of the elevator car. Top-of-Car Inspection Operation is being installed to meet section 210.1d of ASME A17.1 and section 3.12.1.2.2 of CAN/CSA-B44 national elevator codes.

NEW PIT STOP SWITCH

An emergency stop switch shall be located in the pit and accessible from the pit access door.

4. DOOR EQUIPMENT

NEW DOOR OPERATOR

A new door operator shall be installed.

Doors shall be power operated by means of a quality operator mounted on top of the car. The motor shall have positive control over door movement for smooth operation. Each car door shall be provided with a protective device.

Door operation shall be automatic at each landing with door opening being initiated as the car arrives at the landing and closing taking place after expiration of a time interval. An electric car door contact shall prevent the elevator from operating unless the car door is in the closed position.

Door operation (notification, open, close, hold-open time) shall be arranged to meet ANSI code and American with Disabilities Act Guidelines. Doors will be provided with evacuation deterrent devices on each hoistway door as required by code.

The time interval for which the elevator doors remain open when a car stops at a landing shall be independently adjustable for response to car calls and response to hall calls.

NEW LIMITED DOOR REVERSAL

If a person or object enters the zone of detection after the doors start to close, the doors shall stop and reopen to clear the detection zone. Once the opening is cleared, the doors shall resume closing at the preset speed.

NEW NUDGING OPERATION

If during a hall or car call the car doors are prevented from closing for a fixed time period, the door protective device shall be rendered inoperative, a buzzer shall sound on the car and the doors shall close at a slower speed. Operation of the door protective device shall resume at the next landing reached by the car.

NEW INTERLOCKS

New interlocks will be installed.

NEW DOOR-PROTECTION DEVICE



A solid-state electronically operated infrared door reversal device shall be installed on the car door. The device shall contain specially designed electronic components enclosed in an insulated chassis. The device will create a criss-cross matrix of invisible light beams which shall scan the car doorway that shall detect through the breaking of any light beam any opaque object that may be placed in its path.

MODIFY CAR DOOR TRACKS AND HANGERS

The present car door tracks and hangers shall be retained and modify with new liners.

RETAIN HOISTWAY ENTRANCES

The present hoistway entrances shall be retained.

MODIFY HOISTWAY DOOR TRACKS AND HANGERS

The present hoistway door tracks and hangers shall be retained and modify with new liners.

RETAIN SILLS

Existing sills will be retained.

5. FIXTURE & EMERGENCY EQUIPMENT

NEW CAR FIXTURES:

NEW SWING CAR OPERATING PANEL

An applied car operating panel shall be furnished. The panel shall contain a bank of mechanical illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button, door open and door close buttons, and a light switch. The emergency call button shall be connected to a bell that serves as an emergency signal. All buttons, when applicable, to be long life LED illumination.



New applied car operating panels (main) will be installed. This panel will include all features to meet current applicable codes.

NEW EMERGENCY CAR LIGHTING

An emergency power unit employing a 6-volt sealed rechargeable battery and totally static circuit shall be provided. The power unit shall illuminate the elevator car and provide current to the alarm bell in the event of normal power failure. The equipment shall comply with the requirements of the latest applicable revision of the ASME/ANSI A17.1 Code.

NEW TELEPHONE CABINET

A telephone cabinet shall be mounted beneath the car operating panel. Necessary wires shall be included in the car traveling cable. Communication equipment and connections to the building service system shall be furnished and installed by the owner. The telephone cabinet may be provided with (without) an optional certificate frame.

NEW PROVISION FOR INTERCOM 2 way Communication Required By Code

Provision shall be made in the car operating panel for an intercom. Intercom system to be provided by others.

NEW CAR POSITION INDICATOR

A car position indicator shall be incorporated with new applied car operating panel. The position of the car in the hoistway shall be shown by illumination of the indication corresponding to the landing at which the car is stopped or passing.

NEW AUDIBLE SIGNAL (INDICATES PASSING OR STOPPING AT A LANDING)

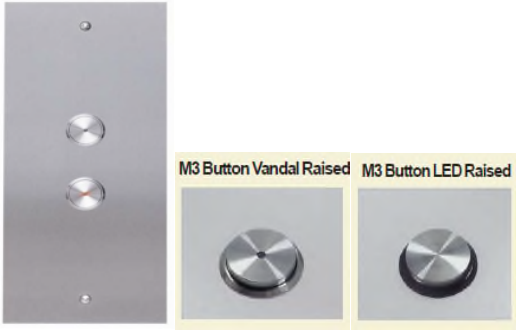
An audible signal shall sound in the car to tell passengers that the car is either stopping or passing a landing served by the elevator.

NEW AUDIBLE VOICE SIGNAL

Equipment shall be furnished to allow an audible announcement in each car of the name of the next selected landing at which the elevator will stop and the committed direction of travel. Several advisory messages shall also be available to indicate the need for elevator on special service or passenger delay of elevator.

NEW HALL FIXTURES:

NEW HALL BUTTONS



New hall buttons shall be installed at each landing. An up button and a down button at each intermediate landing and a single button at each terminal landing shall be installed.

A call shall be registered by momentary pressure of a landing button. The button shall become illuminated and remain illuminated until the call is answered. All buttons, when applicable, to be long life LED illumination.

NEW LED HALL LANTERNS

Direction lanterns shall be provided at all hoistway entrances, with “UP” and “DOWN” indicators at intermediate landings and single indicators at terminal landings. When a car is stopping at a landing, the lantern indicating the direction that the car is traveling shall become illuminated prior to arrival of the car. A chime shall sound once for the “UP” direction and twice for the “DOWN” direction to announce the impending arrival of the associated elevator car. Or modify existing with new LED and chimes.



NEW RAISED AND BRAILLE SYMBOLS - HOISTWAY ENTRIES –



Install raised and braille floor designations of the proper size and at the proper height on both jambs at each hoistway entrance.

NEW LANDING PASSING SIGNAL

Install a feature that will provide an audible signal that sounds in the cab as the car passes or stops at a floor.

NEW HANDSFREE PHONE COMMUNICATION SYSTEM



The telephone will be furnished and installed in accordance with all Codes for Elevators and Escalators, and is registered with the FCC.

NEW EMERGENCY CAR LIGHTING

An emergency power unit employing a 12-volt sealed rechargeable battery and totally static circuits shall be provided that shall illuminate the elevator car and provide current to the alarm bell in the event of normal power failure. The equipment shall comply with the requirements of the applicable code.

6. OTHERS

This project may require upgrading your existing machine room(s), associated electrical systems, and life safety systems to comply with building code sections affected by the elevator upgrades. We include Work by Others in our proposal for electrical and fire alarm work specifically outlined below:

Elevator Machine Room:

- Replace all existing receptacles to GFI
- Replace all existing lights with (12) vapor proof, 2-lamp, and T8 insta-start fixtures.
- Add 3(6) 30A, 240V, knife switch fused disconnect for each elevator cab lights.
- Add (6) 3 phase 480V disconnects and fuses feeding elevator.
- Locate new disconnects to be in line site of each controller that it feeds.
- Rework Conduit / wire to refeed each elevator controller.

Fire Alarm Upgrade:

- Add (3) SIGA-CR Control Relays
- Add (2) SIGA2-PS Photoelectric Smoke Detectors on 1st and 2nd
 - Floor Elevator Lobbies
- Add (2) SIGA-SB Detector Mounting Base
- 2. Misc. conduit, wire and material
- 3. Test elevator recall functions with California State Elevator Inspector.
- Wiring for machine room HVAC is not included. HW pressurization system retained and by Others.
- Existing feeders and main circuit breakers are assumed to be of sufficient size to accommodate the loads of the new controllers. If larger feeders or main breakers are required extra costs will be incurred.
- Electrical and Fire Alarm work and equipment provided are subject to contractors Manufacturers standard Warranty(s). On-going service and maintenance of these secondary systems is to be provided by Others.
- Should additional work be required by AHJ or others, Otis will provide proposal for said work.

Storage and Parking

- Parking and storage onsite including a fence area is included for the duration of the project.

Construction Manager

- Construction manager scope of work for design and construction phase is included.

Others (if needed)

The following items will be the responsibility of the Owner (using contingency allowance), this work in accordance with the applicable codes and enforcing authorities:

1. Emergency power operation – subject to transfer switch contacts, (1 normally closed normal power contact, 1 closing contact to show transfer switch is to transfer back to normal power), By Others.
2. Machine room modifications like flush level flooring, door locks and closers and fire ratings, new equipment access, as required for installation and to meet code.
3. If present All ACM related work is excluded. Cutting and patching is by others.

Machine Room	The machine room is required to have a self-closing and locking entrance door. Only equipment that is directly related to the elevators is allowed to be located within the elevator machine room.
Main Line Power Feeders	Verify that the existing three phase power feeders are properly sized and with insulation properties designed for the new loads imposed by the new control and drive system. A properly sized and connected equipment grounding conductor will be required.
Main Line Disconnect Switch	Verify that existing disconnect switches are lock-able in the “off” position and are properly sized motor rated breaker or fused type. Provide new disconnect switches as needed. Supply new conduits and feeder wires, including equipment ground wires, from the disconnect switch to each the elevator controller cabinet and connect per the direction of the Elevator Contractor.
Shunt Trip Disconnects	If sprinklers are present in the machine room or hoistway, a shunt trip disconnect switch used to remove power to the elevator before initiation of machine room or hoistway sprinklers may be required by the Authority Having Jurisdiction.
Cab Lighting and Fan Circuit	Supply a lockable single phase (SPST) 120volt, 15 or 20 amp AC circuit and lockable switch in the machine room for the elevator’s cab fan and lighting.
GFI Outlets	Provide 120volt GFCI type convenience outlets in the machine room and in each pit. Pits subject to sprinklers shall have NEMA 4 rated fixtures if located below 48” above pit floor.
Lighting, Machinery Spaces and Pit	Provide new machine room lighting to provide a minimum of 19 ft. candles of illumination and new pit lighting to provide a minimum of 10ft. candles of illumination. The machine room light switch shall be located within 18” of the lock-set side of the entry door. Pit light switches shall be adjacent to the pit ladder and a minimum of 24” above the threshold level. Lighting must have code compliant guards of either grounded metal, plastic or comparable. Pits subject to sprinklers shall have NEMA 4 rated fixtures.
Machine Room Ventilation	Provide adequate ventilation and permanent and automatic operating cooling and heating equipment to maintain the machine room temperature between 45 and 90 degrees Fahrenheit with relative humidity not exceeding 95% non-condensing.
Phone	In the machine room an outside dialing phone line, per elevator, will be required and be run in conduit and terminated at the controller.
Fire Recall	Provide elevator lobby, machine room and hoistway smoke detecting devices located as required and wired from the fire control center to a controller in the machine room. Hoistway devices are required to be made accessible from outside the elevator hoistway. Coordinate signal connections and necessary testing with the Elevator Contractor.
Common Circuit	Provide dedicated 20 Amp 120 Volt single-phase circuit through lockable fused disconnect switch with feeders extended to group controller panel designated by Otis for each bank of two elevators or more. Provide emergency power backup.

<p>Emergency Standby Power</p>	<p>Provide information on how emergency generator operates. Provide emergency standby power source sized to run largest elevator in each of the following groups:</p> <ol style="list-style-type: none"> 1) One dry contact to open when normal power fails and emergency standby power becomes available and to close when normal power returns to signal elevator controllers. 2) One dry contact to open on emergency power and to close 30 to 60 seconds prior to transfer back to normal power to allow elevators to come to rest prior to normal power resumption.
<p>Patching</p>	<p>Patching of cracked or missing plaster, voids, or holes in the hoistway or machine room walls, sill, ceiling or floor will be required.</p>

The software is designed to maintain optimum elevator system performance by evaluating and reassigning hall calls within milliseconds of changes in elevator demand or performance.

7. General Requirements

GENERAL CLARIFICATIONS: No Maintenance Service is provided for in this Bid. This proposal does not include any building and structural work. No work is included for the existing rail alignment, rail brackets, fish plates and or other structural supports that might be required. Price quotation is good for **ninety (90) days**. Work is based on completed by 2021.

Our proposal is based on all work will be performed during the regular time days and hours of the elevator trade.

It is agreed that we do not assume possession or control of any part of the equipment but such remains yours exclusively as the owner (or lessee) thereof.

RE-MOBILIZATION

You agree to pursue and schedule the work by other trades in a timely manner so as to not interrupt our work. Should our crew(s) have to pull off the job waiting on work by others not in our contract, we shall be entitled to a re-mobilization charge of **Two Thousand Five Hundred (\$2,500) Dollars**. We shall also extend the stated durations to the extent that we are delayed.

COUNTERWEIGHT ASSEMBLY

The existing counterweight assembly will be reused and checked for proper counter balance. If additional weight is required to achieve the proper counter-balance or the existing counterweight frame requires modification to accept the additional weight, the labor and material will be an additional cost to this proposal.

WIRING

All wiring and electrical interconnections shall comply with governing codes. Insulated wiring shall have flame retardant and moisture-proof outer covering and shall be run in conduit, tubing or electrical wireways. Traveling cables shall be flexible and suitably suspended to relieve strain on individual conductors.

ENGINEERING DESIGN

All new material furnished shall be specifically designed to operate with the original equipment being retained, thus assuring maximum performance and eliminating any divided responsibility.

PERMITS AND INSPECTIONS

The elevator contractor shall furnish all licenses and permits and shall arrange for and make all required inspections and tests. One inspection per elevator is included in our proposal.

Due to recent code changes and interpretations by State and Local Authorities Having jurisdiction on both the Elevator and fire life safety divisions, Otis Elevator feels it appropriate to list the hours and fees included in our bid for this work. These are considered as allowances and include the following:

- 16 man hours per car has been included for complete elevator testing. This includes State or City Elevator division and State or City Fire jurisdiction.
- All inspections are estimated to be completed during normal working hours.
- Any additional charges, overtime, weekend testing will be completed at a time and material basis. This includes elevator technicians and State or City fees.
- If the inspection is to be completed on overtime, Otis will only charge the premium portion of the overtime rate being as the straight time hours are included in our pricing.
- Fire Life Safety inspections and or emergency power inspections that are performed outside the actual Elevator Code Division testing time will be done as a billable time and material basis.
 - Fire inspection of items that are not directly related to the elevator installation such as pull stations, signage, Exit lighting, mag door holds, strobes and/or speakers, etc shall not be performed during the Elevator operation inspection. If these items are tested during the normal elevator inspections, the labor hours expended during these delays will require a change order on a time and material basis. The Elevator fire/Life safety testing includes the fire detectors and/or heat detectors in the machine room and elevator lobbies and the E. Power testing recall and operation only.
- If emergency power testing is to be performed after hours or on the weekends, the premium rate charge for this work will also be a time and material basis.

CODE

The elevator equipment shall be furnished and installed in accordance with the applicable version of the ASME/ANSI A17.1 Safety Code for Elevators and Escalators, An American National Standard, including the latest Supplement, and the Americans with Disabilities Act. Equipment complies with ASME A17.1-2004 Group IV code effective 5/1/08 for modernization.

LOCK OUT TAG OUT

In furtherance of OSHA’s directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an “outside employer”) and its customer (an “on-site employer”) must inform each other of their respective lock out/tag out (“LOTO”) procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer’s site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on “The Americas” tab on the left side of the website; (2) choosing “US/English” to take you to the “USA” web page; (3) clicking on the “Otis Safety” link on the left side of the page; and (4) downloading the “Lockout Tagout Policy Otis 6.0” and “Mechanical Energy Policy Otis 7.0,” both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer’s facility.

CONFINED SPACES

The machine room, hoistway, pit, and mezzanine (“Elevator Spaces”) may be considered Permit- Required Confined Spaces as defined by the Occupational Safety and Health Organization (“OSHA”), 29 C.F.R. § 1910.146(b) and § 1926 Subpart AA. Otis has a documented process to control or eliminate hazards and classify such Elevator Spaces as non-permit required confined spaces. In the event that the customer/general contractor or unique site conditions or hazards (such as chemical manufacturing sites) require Otis to handle such Elevator Spaces as Permit-Required Confined Spaces, the customer/general contractor will be responsible for supplying, at its expense, all resources, including monitoring, permitting, attendants, and rescue planning associated with handling such Elevator Spaces as Permit-Required Confined Spaces. The customer/general contractor is required to inform Otis of all known or potential hazards related to Elevator

Spaces that Otis may be required to access prior to Otis performing any work in such spaces. Further, the customer/general contractor is required to communicate any changes in the conditions associated with such Elevator Spaces or activities in or around such spaces that could introduce a hazard into such spaces.

PROJECT SCHEDULE

The contract schedule and any subsequent changes to the schedule must be agreed upon by both parties. Otis Elevator will determine sequence of our work. Schedule and commencement date to be agreed upon by both parties.

SOFTWARE

All software supplied with your elevator is licensed to you or your successors but only for use with, and for the operation of this elevator. Use of such software for any other purpose is prohibited. We will supply an owner’s manual with instructions on how to operate and maintain this elevator. Otis will not supply any additional information such as internal Otis manuals, manufacturing drawings or source code.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment (“Otis Peripherals”) which we may use or install to deliver service under this Contract remains our property, solely for the use of our employees. Otis Peripherals are not considered as part of the elevator. If this contract or subsequent maintenance service is terminated for any reason, we will be given access to the premises to remove the Otis Peripherals at our expense.

TOOLS

Customer shall not have the right to take possession of Trade Contractor’s tools, machinery or equipment. Customer’s right to take possession of materials is limited to materials that Customer has paid in full for which Trade Contractor has expressly agreed to the sale of such materials in writing.

PROJECT DURATIONS – Refer to Exhibit L Phase Funding Provision

We anticipate approximately 18 to 20 weeks* manufacturing time from receipt of final approvals and funding.

Is letter of intent sufficient to generate shop drawings?	Yes
From Notice to Proceed /PO to shop drawings.	4-6 weeks
Manufacture and delivery of equipment to building after final approval.	18-20 weeks
From delivery of equipment to building until elevator modernization complete.	15-16 weeks per elevator*

**Could change slightly depending on deliverables, payment and availability of crew/State of California inspection.*

The extend of the work to be performed is either described above or in the attached specification which is incorporated into and made a part of this document.

PRICE: \$2,535,980.00
Two Million, Five Hundred Thirty-Five Thousand, Nine Hundred Eighty and 00/100 Dollars

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as: you), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Submitted by: _____
Mei Truong

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: X _____

Print Name: _____

Title: _____

Name of Company: _____

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title: _____

Principal, Owner or
Authorized Representative of Principal or Owner

Agent _____
(Name of Principal or Owner)

PROPOSAL

The Contractor agrees to the construction of Civic Center Plaza Elevators Emergency Modernization, for the City of San Diego, in accordance with these contract documents for the prices listed below.

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
1.	1	LS		7-3.1.3	Modernization, Storage, & Parking	\$2,286,507.00	\$2,286,507.00
2.	1	LS		7-3.1.4	Construction Management	\$162,800.00	\$162,800.00
3.	1	LS		7-3.1.4	Fire & Electrical Work	\$36,673.00	\$36,673.00
4.	1	AL		7-4.1	Contingency	\$514,020.00	\$514,020.00
TOTAL BASE PRICE:							\$3,000,000.00

TOTAL BID PRICE FOR BID (Items 1 through 5 inclusive) amount written in words:

Three Million and no cents Dollars

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

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

Contractor: Otis Elevator Company

Brian Kegler
General Manager
Otis - San Diego

Title:-----

Business Address: 4949 Viewridge Avenue San Diego, CA 92123

Place of Business: San Diego, California

Place of Residence: -----

Signature:-----, -----

- A Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- B All extensions of the unit prices will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- C In the case of inconsistency or conflict, between the sums of the Extensions and the total, the sum of the Extensions shall govern.

EXHIBIT N

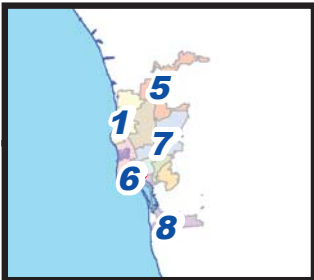
LOCATION MAP

Civic Center Plaza Elevator Emergency Repair

SENIOR ENGINEER
Jong Choi
619-533-5493

PROJECT MANAGER
Jeff Cramoline
619-533-3156

FOR QUESTIONS ABOUT THIS PROJECT
Call: 619-533-4207
Email: engineering@saniego.gov



Legend

Area of Work



THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information reproduced with permission granted by RAND MCNALLY & COMPANY to SanGIS. This map is copyrighted by RAND MCNALLY & COMPANY. It is unlawful to copy or reproduce all or any part thereof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY.

EXHIBIT O

CONTRACTOR'S NOTES FOR EMERGENCY PROJECTS

CONTRACTOR'S NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LICENSED LAND SURVEYOR OR LICENSED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF CALIFORNIA SHALL FIELD LOCATE, REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING MONUMENTS PRIOR ANY EARTHWORK, DEMOLITION OR SURFACE IMPROVEMENTS. IF DESTROYED, A LICENSED LAND SURVEYOR SHALL REPLACE SUCH MONUMENT(S) WITH APPROPRIATE MONUMENTS. WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILLED WITH THE COUNTY SURVEYOR. IF ANY VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION.
2. ALL ADVANCE METERING INFRASTRUCTURE (AMI) DEVICES ATTACHED TO THE WATER METER OR LOCATED IN OR NEAR WATER METER BOXES, COFFINS, OR VAULTS SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. CONTRACTOR TO EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE EXACT SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
4. CITY FORCES, WHERE CALLED OUT SHALL MAKE PERMANENT CUTS & PLUGS, CONNECTIONS, ETC. EXISTING MAINS SHALL BE KEPT IN SERVICE IN LIEU OF HIGH-LINING.
5. STORM DRAIN INLETS ARE TO REMAIN FUNCTIONAL/OPERATIONAL AT ALL TIMES DURING CONSTRUCTION.
6. CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER IMMEDIATELY IF A ONE FOOT VERTICAL SEPARATION (FROM OUTSIDE PIPE WALL TO OUTSIDE PIPE WALL) BETWEEN SEWER AND WATER MAINS CANNOT BE MAINTAINED.
7. CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER IMMEDIATELY IF A 6-INCH VERTICAL SEPARATION (FROM OUTSIDE PIPE WALL TO OUTSIDE PIPE WALL) BETWEEN UTILITIES OTHER THAN SEWER AND WATER MAINS CANNOT BE MAINTAINED.
8. CONTRACTOR TO MAINTAIN A MINIMUM 3' OF COVER OVER TOP OF WATER MAIN.
9. CONTRACTOR SHALL RESTORE ALL TRENCHES ON THE PAVEMENT WORKED BY CITY FORCES AFTER FINAL CONNECTION.

10. CONTRACTOR SHALL PROVIDE A 1-FOOT SAND CUSHION OR A MINIMUM 6-INCH SAND CUSHION WITH 1-INCH NEOPRENE PAD FOR ALL CROSSINGS WHERE VERTICAL CLEARANCE BETWEEN CROSSINGS IS 1-FOOT OR LESS.
11. POTHOLE ALL UTILITIES THAT CROSS PROPOSED WATER MAIN BEFORE TRENCHING
12. WHEN APPLICABLE, EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT EXACT.
13. FOR COORDINATION OF THE SHUTDOWN OF TRANSMISSION MAINS (16 INCHES OR LARGER), CONTACT THE CITY'S SENIOR WATER DISTRIBUTION OPERATIONS SUPERVISOR AT (616) 524-7438. FOR COORDINATION OF THE SHUTDOWN OF DISTRIBUTION MAINS (LESS THAN 16 INCHES), CONTACT THE CITY'S WATER OPERATIONS DISTRICT MANAGER AT (619) 527-3945.

EXHIBIT P

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

WBS #:	B18108
Date Submitted:	10/10/2018
NTP Date:	3/23/2018
Final Statement of WD Date:	5/23/2020
Contract #:	K-XX-XXXX-XXX-X
Contract Amount:	\$5,617,000

Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

Year	January	February	March	April	May	June	July	August	September	October	November	December
2018				15,000	25,000	52,000	52,000	100,000	10,000	100,000	100,000	100,000
2019	10,000	10,000	85,000	58,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	1,000,000
2020	100,000	100,000	100,000	1,000,000	1,000,000							
2021												
2022												
2023												
2024												
2025												

SAMPLE REFERENCE

EXHIBIT Q

ENCOUNTERS OF HAZARDOUS SUBSTANCES REQUIREMENTS

EXHIBIT Q - Encounters of Hazardous Substances Requirements

The Contractor must not disturb any materials that contain or are suspected to contain Asbestos Containing Materials ("ACM") per the scope of this Project. Before the Contractor enters the work area/Roof Penthouse, a certified abatement contractor should have abated the areas where ACM have been identified and that might be disturbed.

Should access above the ceiling or plenum spaces on any other floor become necessary, the Contractor must first make arrangements with, and obtain the prior permission of, the City's RE as well as the City's Asbestos, Lead and Mold Program (ALMP). Accessing above the ceiling or plenum spaces must be performed with the assistance of the City's as-needed abatement contractor and in must be supervised by an ALMP monitor.

Attached to this Exhibit is a list of building materials known to contain asbestos. Again, these materials must NOT be disturbed any time.

A. SAMPLING AND ANALYTICAL TESTING REQUIREMENTS.

1. Any materials, item, debris or waste that is or suspected to be hazardous or to contain a hazardous or regulated component shall be separated for the City's determination if a Waste Characterization is needed or if the suspect item or waste had been identified in the contract.
2. If a suspect ACM is disturbed during the course of this Project, the Contractor shall immediately contact the City Engineer and the City Engineer will arrange for the ALMP Supervisor to have an inspector sample or test the suspect material, and have the material abated, if required. Should another hazardous waste material be generated or encountered, contact the City's assigned RE immediately and they will contact the appropriate program.
3. All containers (jars, bags, etc.) used for sampling shall be certified by a State Licensed Hazardous Waste Laboratory as "pre-cleaned." Samples shall be sent to a State Licensed Hazardous Waste Laboratory for testing. The Laboratory shall have a valid State license for each requested test to be conducted on the sample.

B. CONTRACTOR'S RESPONSIBILITIES.

1. Safety Requirements. All work performed under this contract will be performed in such a manner as to provide maximum safety to the public and employees, and shall comply with all safety provisions and regulations. The Contractor is responsible for abiding by all CAL OSHA requirements. Contractors who have ten (10) or more employees shall have an injury/illness program as required by CAL OSHA. The Contract Administrator or designee reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of work under this contract.

Personal Protective Equipment (PPE) shall be supplied by the Contractor for their staff and properly used, as required.

2. Damages. Contractor's personnel will immediately report any damages, defects, leaks, power outages, or any other problems or irregularities including any injuries to the Contract Administrator or designee.

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence of said Contractor or Contractor's employees in connection with the performance of this work.

3. Parking. If at any time Contractor shall be on the premises of the City, then Contractor is responsible for all parking fees, tickets, and permits. The Contractor shall also obey all parking regulations.
4. Other City Work Rules. Employees and agents of the Contractor shall, while on the premises of the City, comply with all City rules and regulations. The Contractor shall acquaint itself with conditions at the work site so as not to interfere with City operations. The Contractor shall not stop, delay, or interfere with City work schedule without the prior approval of the City.

C. ENCOUNTERS OF HAZARDOUS SUBSTANCES.

1. If the Contractor encounters, causes the release of, or has knowledge of a release or an imminent release of hazardous substances, including ACM, work in the area shall immediately cease and workers shall vacate the area, except in an emergency. Any substance which is toxic, corrosive, an irritant, a strong sensitizer, flammable, combustible, or radioactive or may cause substantial personal injury or substantial illness as a proximate result of any customary or reasonable foreseeable handling or use is considered a hazardous substance. The Contractor shall immediately notify the Engineer and County of San Diego, Department of Environmental Health (DEH) at (619) 338-2222 (during business hours) or by calling 911 (outside business hours), as required. If there is an immediate fire, explosion, health or safety threat, the Contractor shall notify the Fire Department via 911.
2. A waste determination shall be performed by the City on all potential hazardous waste or regulated waste generated at a Site within 10 days of generation, but not later than the end of the project, to determine if it meets hazardous waste criteria in accordance with 22 CCR Division 4.5 or any other pertinent law or regulation which could restrict the disposal of the waste to a municipal landfill, sewer discharge, or storm drain discharge.

D. HAZARDOUS WASTE ACCUMULATION TIME. Each container of hazardous waste shall be shipped off-site for disposal by a registered hazardous waste transporter within 90 days of the date of initial generation or by the end of the Project, whichever comes first.

E. REGULATORY REPORTING FOR CHEMICAL RELEASE OR THREATENED RELEASE.

1. Chemical releases or threatened releases involving a gas, liquid or solid hazardous materials or hazardous waste shall be immediately assessed utilizing the County Department of Environmental Health's Assessment Form as a guide to determine if the incident requires regulatory reporting to the California Emergency Management Agency, County Department of Environmental Health, Hazardous Materials Division, the National Response Center and any other pertinent regulatory agency. A copy of County Department of Environmental Health's Assessment form is attached to the end of this Exhibit.
2. Lack of timely reporting a chemical release or threatened release shall be subject to fines and penalties by the County of San Diego and any other pertinent regulatory agency.

3. Chemical releases or threatened releases involving a gas, liquid, or solid hazardous materials or hazardous waste shall be immediately reported to the City.
4. Chemical releases caused by the Contractor and any contaminated media (rags, absorbents, soil, etc.) shall be immediately contained, cleaned up, and handled as hazardous waste by an abatement contractor that is certified and trained for the type of hazard present, at the Contractor's expense. The waste shall be handled as hazardous waste unless a complete hazardous waste determination, as approved by the City, is performed indicating the waste to be non-hazardous.
5. A Chemical Release Report Form or similar document shall be completed and faxed to the City at the designated number within 4 hours of the occurrence of the chemical release for all incidents of hazardous materials or hazardous wastes in quantities equal to or exceeding 5 gallons in quantity or for any size release that required regulatory reporting as determined by the County Department of Environmental Health's Assessment form. A blank Chemical Release Report Form is attached to the end of this Exhibit.

Building Materials Known to Contain Asbestos

We believe the following materials to contain asbestos based on the information that we currently have; however, we are continuing to conduct testing and records searches, therefore this information may be revised in the future.

1200 3rd Ave., San Diego CA - Civic Center Plaza	
Asbestos Containing Material	Location
Spray on Acoustical Ceiling Material	Parking Lobbies Levels 1-3, 1st Floor, Mezzanine, Plaza Level
Spray Applied Acoustic Ceiling Material	Various locations throughout (presumed)
Spray on Fireproofing	Columns throughout building
Spray on Fireproofing	Decking and beams on various floors throughout
12"X12" White Concealed Spine Acoustic Ceiling Tiles	Various locations throughout
Pipe Insulation Elbows Chilled and Hot Water Lines	Various locations throughout (presumed)
Drywall Mud and Tape	Various locations throughout (presumed)
12"X12" White and Gray Floor Tile	Various locations throughout (presumed)
12"X12" Tan Floor Tile and Mastic	Various locations throughout (presumed)
12"X12" Dark Brown Floor Tile and Mastic	Various locations throughout (presumed)
12"X12" White with Tan Streaks Floor Tile and Mastic	Various locations throughout (presumed)
Floor Tile Mastic under 12"X12" White with Brown streaks Floor Tile	Various locations throughout
Yellow Floor Tile Mastic	Various locations throughout
Carpet Mastic	Various locations throughout (presumed)
Brown Baseboard Mastic	Various locations throughout
Black Roofing Material with Silver Coating	Roof
Roofing Tar with Silver Coating	Roof
Roofing Felts	Roof (presumed)
Drywall System	Penthouse Elevator Structure
Base Cove Mastic	Penthouse Elevator Structure
Sheet Vinyl Flooring	Various locations throughout

EXHIBIT Q - Encounters of Hazardous Substances Requirements

The Contractor must not disturb any materials that contain or are suspected to contain Asbestos Containing Materials ("ACM") per the scope of this Project. Before the Contractor enters the work area/Roof Penthouse, a certified abatement contractor should have abated the areas where ACM have been identified and that might be disturbed.

Should access above the ceiling or plenum spaces on any other floor become necessary, the Contractor must first make arrangements with, and obtain the prior permission of, the City's RE as well as the City's Asbestos, Lead and Mold Program (ALMP). Accessing above the ceiling or plenum spaces must be performed with the assistance of the City's as-needed abatement contractor and in must be supervised by an ALMP monitor.

Attached to this Exhibit is a list of building materials known to contain asbestos. Again, these materials must NOT be disturbed any time.

A. SAMPLING AND ANALYTICAL TESTING REQUIREMENTS.

1. Any materials, item, debris or waste that is or suspected to be hazardous or to contain a hazardous or regulated component shall be separated for the City's determination if a Waste Characterization is needed or if the suspect item or waste had been identified in the contract.
2. If a suspect ACM is disturbed during the course of this Project, the Contractor shall immediately contact the City Engineer and the City Engineer will arrange for the ALMP Supervisor to have an inspector sample or test the suspect material, and have the material abated, if required. Should another hazardous waste material be generated or encountered, contact the City's assigned RE immediately and they will contact the appropriate program.
3. All containers (jars, bags, etc.) used for sampling shall be certified by a State Licensed Hazardous Waste Laboratory as "pre-cleaned." Samples shall be sent to a State Licensed Hazardous Waste Laboratory for testing. The Laboratory shall have a valid State license for each requested test to be conducted on the sample.

B. CONTRACTOR'S RESPONSIBILITIES.

1. Safety Requirements. All work performed under this contract will be performed in such a manner as to provide maximum safety to the public and employees, and shall comply with all safety provisions and regulations.

The Contractor is responsible for abiding by all CAL OSHA requirements. Contractors who have ten (10) or more employees shall have an injury/illness program as required by CAL OSHA. The Contract Administrator or designee reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of work under this contract.

Personal Protective Equipment (PPE) shall be supplied by the Contractor for their staff and properly used, as required.

2. Damages. Contractor's personnel will immediately report any damages, defects, leaks, power outages, or any other problems or irregularities including any injuries to the Contract Administrator or designee.

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence of said Contractor or Contractor's employees in connection with the performance of this work.

3. Parking. If at any time Contractor shall be on the premises of the City, then Contractor is responsible for all parking fees, tickets, and permits. The Contractor shall also obey all parking regulations.
4. Other City Work Rules. Employees and agents of the Contractor shall, while on the premises of the City, comply with all City rules and regulations. The Contractor shall acquaint itself with conditions at the work site so as not to interfere with City operations. The Contractor shall not stop, delay, or interfere with City work schedule without the prior approval of the City.

C. ENCOUNTERS OF HAZARDOUS SUBSTANCES.

1. If the Contractor encounters, causes the release of, or has knowledge of a release or an imminent release of hazardous substances, including ACM, work in the area shall immediately cease and workers shall vacate the area, except in an emergency. Any substance which is toxic, corrosive, an irritant, a strong sensitizer, flammable, combustible, or radioactive or may cause substantial personal injury or substantial illness as a proximate result of any customary or reasonable foreseeable handling or use is considered a hazardous substance. The Contractor shall immediately notify the Engineer and County of San Diego, Department of Environmental Health (DEH) at (619) 338-2222 (during business hours) or by calling 911 (outside business hours), as required. If there is an immediate fire, explosion, health or safety threat, the Contractor shall notify the Fire Department via 911.

2. A waste determination shall be performed by the City on all potential hazardous waste or regulated waste generated at a Site within 10 days of generation, but not later than the end of the project, to determine if it meets hazardous waste criteria in accordance with 22 CCR Division 4.5 or any other pertinent law or regulation which could restrict the disposal of the waste to a municipal landfill, sewer discharge, or storm drain discharge.
- D. HAZARDOUS WASTE ACCUMULATION TIME. Each container of hazardous waste shall be shipped off-site for disposal by a registered hazardous waste transporter within 90 days of the date of initial generation or by the end of the Project, whichever comes first.
- E. REGULATORY REPORTING FOR CHEMICAL RELEASE OR THREATENED RELEASE.
1. Chemical releases or threatened releases involving a gas, liquid or solid hazardous materials or hazardous waste shall be immediately assessed utilizing the County Department of Environmental Health's Assessment Form as a guide to determine if the incident requires regulatory reporting to the California Emergency Management Agency, County Department of Environmental Health, Hazardous Materials Division, the National Response Center and any other pertinent regulatory agency. A copy of County Department of Environmental Health's Assessment form is attached to the end of this Exhibit.
 2. Lack of timely reporting a chemical release or threatened release shall be subject to fines and penalties by the County of San Diego and any other pertinent regulatory agency.
 3. Chemical releases or threatened releases involving a gas, liquid, or solid hazardous materials or hazardous waste shall be immediately reported to the City.
 4. Chemical releases caused by the Contractor and any contaminated media (rags, absorbents, soil, etc.) shall be immediately contained, cleaned up, and handled as hazardous waste by an abatement contractor that is certified and trained for the type of hazard present, at the Contractor's expense. The waste shall be handled as hazardous waste unless a complete hazardous waste determination, as approved by the City, is performed indicating the waste to be non-hazardous.
 5. A Chemical Release Report Form or similar document shall be completed and faxed to the City at the designated number within 4 hours of the

occurrence of the chemical release for all incidents of hazardous materials or hazardous wastes in quantities equal to or exceeding 5 gallons in quantity or for any size release that required regulatory reporting as determined by the County Department of Environmental Health's Assessment form. A blank Chemical Release Report Form is attached to the end of this Exhibit.

Building Materials Known to Contain Asbestos

We believe the following materials to contain asbestos based on the information that we currently have; however, we are continuing to conduct testing and records searches, therefore this information may be revised in the future.

1200 3rd Ave., San Diego CA - Civic Center Plaza	
Asbestos Containing Material	Location
Spray on Acoustical Ceiling Material	Parking Lobbies Levels 1-3, 1st Floor, Mezzanine, Plaza Level
Spray Applied Acoustic Ceiling Material	Various locations throughout (presumed)
Spray on Fireproofing	Columns throughout building
Spray on Fireproofing	Decking and beams on various floors throughout
12"X12" White Concealed Spine Acoustic Ceiling Tiles	Various locations throughout
Pipe Insulation Elbows Chilled and Hot Water Lines	Various locations throughout (presumed)
Drywall Mud and Tape	Various locations throughout (presumed)
12"X12" White and Gray Floor Tile	Various locations throughout (presumed)
12"X12" Tan Floor Tile and Mastic	Various locations throughout (presumed)
12"X12" Dark Brown Floor Tile and Mastic	Various locations throughout (presumed)
12"X12" White with Tan Streaks Floor Tile and Mastic	Various locations throughout (presumed)
Floor Tile Mastic under 12"X12" White with Brown streaks Floor Tile	Various locations throughout
Yellow Floor Tile Mastic	Various locations throughout
Carpet Mastic	Various locations throughout (presumed)
Brown Baseboard Mastic	Various locations throughout
Black Roofing Material with Silver Coating	Roof
Roofing Tar with Silver Coating	Roof
Roofing Felts	Roof (presumed)
Drywall System	Penthouse Elevator Structure
Base Cove Mastic	Penthouse Elevator Structure
Sheet Vinyl Flooring	Various locations throughout

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

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

Questions for Incident Assessment:

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

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

Call 911 in an emergency

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

If in doubt, report the release.

¹ This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Code of Regulations. It does not replace good judgment, Chapter 6.95, or other regulations.

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

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

2. ADMINISTRATIVE INFORMATION

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

3. CHEMICAL INFORMATION

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

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

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

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

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

BASIC INSTRUCTIONS:

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

SPECIFIC INSTRUCTIONS:

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

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

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

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

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

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

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

Block H: List any additional pertinent information.

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

MAIL THE COMPLETED REPORT TO:

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

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

ATTACHMENT F
SAMPLE HAZARDOUS WASTE LABEL

HAZARDOUS WASTE

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

GENERATOR NAME _____

ADDRESS _____ 24 HR. PHONE () _____

CITY _____ STATE _____ ZIP _____

EPA ID NO. _____ MANIFEST DOCUMENT NO. _____

EPA WASTE NO. _____ CA WASTE NO. _____ ACCUMULATION START DATE _____ / /

CONTENTS, COMPOSITION _____

PROPER DOT SHIPPING NAME _____

TECHNICAL NAME (S) _____

UN/NA NO. WITH PREFIX _____

PHYSICAL STATE HAZARDOUS PROPERTIES FLAMMABLE TOXIC
 SOLID LIQUID CORROSIVE REACTIVE OTHER _____

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

ATTACHMENTS

ATTACHMENT A

PROJECT PERFORMANCE EVALUATION

Project # _____ Start Date: _____ End Date: _____ Inspector: _____

Project Name: _____ Location: _____

Contractor Name: _____ Supervisor: _____

Brief description of the type of work:

1. Was all paperwork before, during and after project submitted on time and complete:

Yes No If no, explain:

2. Was scope of work completed in agreed upon time? Yes No If no, explain:

3. Was the agreed upon crew size provided? Yes No If no, explain:

4. Were all work procedures followed per regulations and specifications:

Yes No

If no, detail the areas where work procedures did not follow regulations or specifications:

5. Was all hazardous waste properly disposed of and by the end of the project:

Yes No

If no, explain:

6. Rate the overall project on a scale of 1 - 5 with 1 as the worst and 5 as the best: _____

If rating is a 3 or less, explain:

7. Other project comments:

ATTACHMENT B

CERTIFICATE OF LEAD WORKER'S ACKNOWLEDGMENT

PROJECT NAME _____ DATE _____

PROJECT ADDRESS _____

CONTRACTOR'S NAME _____

Working with lead can be dangerous. Inhaling and ingesting lead dust can cause an increase in blood lead levels which can lead to adverse health effects such as kidney damage, elevated blood pressure or infertility.

Your employer's contract with the City for the above project requires that: You be supplied with the proper respirator and be trained in its use. You be trained in safe work practices and in the use of the equipment found on the job. You receive a medical examination. These items are to have been done at no cost to you.

RESPIRATORY PROTECTION: You must have been trained in the proper use of respirators, and informed of the type respirator to be used on the above referenced project. You must be given a copy of the written respiratory protection manual issued by your employer. You must be equipped at no cost with the respirator to be used on the above project.

TRAINING COURSE: You must have been trained in the dangers inherent in handling lead and breathing and ingesting lead dust and in proper work procedures and personal and area protective measures. The topics covered in the course must have included the following:

- Possible routes of exposure to lead
- Health hazards associated with lead
- Respiratory protection
- Use of protective equipment
- Work practices including hands on or on-the-job training
- Personal decontamination procedures
- Health and safety considerations

MEDICAL EXAMINATION: You must have had a medical examination within the past twelve (12) months at no cost to you. This examination must have included: health history, physical examination, a blood pressure measurement, pulmonary function test and blood sample and analysis for lead.

By signing this document you are acknowledging only that the City has advised you of your rights to training and protection relative to your employer, the Contractor.

Signature _____ Social Security No _____

Printed Name _____

Witness (print) _____ Witness Signature: _____

ATTACHMENT C

CERTIFICATE OF ASBESTOS WORKER'S ACKNOWLEDGMENT

PROJECT NAME _____ DATE _____

PROJECT ADDRESS _____

CONTRACTOR'S NAME _____

Working with asbestos can be dangerous. Inhaling asbestos fibers has been linked with various types of cancer. If you smoke and inhale asbestos fibers the chance that you will develop lung cancer is greater than that of the non-smoking public.

Your employer's contract with the Owner for the above project requires that: You be supplied with the proper respirator and be trained in its use. You be trained in safe work practices and in the use of the equipment found on the job. You receive a medical examination. These things are to have been done at no cost to you.

RESPIRATORY PROTECTION: You must have been trained in the proper use of respirators, and informed of the type respirator to be used on the above referenced project. You must be given a copy of the written respiratory protection manual issued by your employer. You must be equipped at no cost with the respirator to be used on the above project.

TRAINING COURSE: You must have been trained in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. The topics covered in the course must have included the following:

- Physical characteristics of asbestos
- Health hazards associated with asbestos
- Respiratory protection
- Use of protective equipment
- Pressure Differential Systems
- Work practices including hands on or on-job training
- Personal decontamination procedures
- Air monitoring, personal and area

MEDICAL EXAMINATION: You must have had a medical examination within the past 12 months at no cost to you. This examination must have included: health history, pulmonary function tests and may have included an evaluation of a chest x-ray.

By signing this document you are acknowledging only that the Owner of the building you are about to work in has advised you of your rights to training and protection relative to your employer, the Contractor.

Signature _____ Social Security No _____

Printed Name _____

Witness (print) _____ Witness Signature: _____

ATTACHMENT D

CERTIFICATION OF VISUAL INSPECTION

Project ALMP#: _____ Date: _____ Location: _____

Contractor: _____

The Contractor hereby certifies that he/she has visually inspected the Work Area (all surfaces including pipes, counters, ledges, walls, ceiling and floor, behind critical barriers, sheet plastic, etc.) and has found no dust, debris or residue.

Signature: _____ Date: _____

Print Name: _____

CITY ALMP REPRESENTATIVE

The City ALMP Representative hereby certifies that he has accompanied the Contractor on his/her visual inspection and verifies that this inspection has been thorough and to the best of his/her knowledge and belief, the Contractor's certification above is a true and honest one.

Signature: _____ Date: _____

Print Name: _____

WORK AREA

Location: _____

Room: _____

Hazard Reduction Performed:

This is the 1st ____, 2nd ____, 3rd ____, other _____ inspection by the Contractor and City's ALMP Representative of the above noted project and area.