



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

DATE: March 6, 2020  
TO: James Nagelvoort, Director, Public Works Department  
FROM: Claudia C. Abarca, Deputy Director, Public Works Department *C. Abarca*  
SUBJECT: **REVISED** - Sole Source Agreement for Cleanup of Various Floors for Potential Asbestos Containing Material with Janus Corporation (101 Ash Street)

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Contractor: Janus Corporation  
Dept. Est. Project Total: \$250,000 (Not to Exceed)  
Expiration Date: December 31, 2020  
Recommendation: Approve Sole Source

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:

On January 16, 2020, the Air Pollution Control District (APCD) issued a Public Nuisance violation for asbestos containing debris found in a conference room that was available for use by City employees. This notice prompted the City to voluntarily vacate staff from the 101 Ash building. The City reacted immediately to this notice and planned a course of action to ensure all dislodged Asbestos Containing Material (ACM) encountered was properly disposed of prior to allowing individuals back into the building.

One of the areas requiring attention was the existing fan coil cassettes located in the building's interior perimeter below the windows of floors 3-19. These cassettes were found to have suspect material within the housing of the cassette, as well as underneath, which required to be thoroughly cleaned of all potential ACM material.

Given the initial and immediate need for cleaning, Janus Corporation (Janus) was selected as the consulting and abatement contractor with the required level of expertise and resources to provide ACM abatement, cleaning, and disposal services, as well as complying with all Federal, State, and Local Environmental Policy Act standards. Janus began cleaning effective January 19, 2020.


As more information was gathered regarding the full extent of work required to have staff reoccupy the building, the City decided to direct Janus to only complete a portion of their intended scope and the City would refocus a comprehensive effort at a future time. Janus completed the cleaning of cassettes on floors 8 and 13-19 and ceased all work at 101 Ash on January 31, 2020.

This sole source request is to allow payment for work conducted by Janus based on the initial planned course of action.

AGREEMENT VALUE & DURATION:

The total fee for these services shall not exceed the amount noted above and the term of the agreement will be in effect from date of the agreement execution, until the agreement is completed/closed, but will not exceed the above expiration date without issuance of a modification to duration of both the agreement and this sole source.

APPROVED BY:

  
\_\_\_\_\_  
James Nagelvoort, Director, Public Works

Date: 4/7/2020

- cc: Myrna Dayton, Assistant Director, Public Works Department  
Luis Schaar, Deputy Director, Public Works Department  
Catherine Dungca, Senior Civil Engineer, Public Works Department  
Tony Perez, Senior Civil Engineer, Public Works Department  
Stephen Samara, Principal Contract Specialist, Public Works Department  
Jorge Acevedo, Associate Civil Engineer, Public Works Department  
Jacob Rivera, Assistant Civil Engineer, Public Works Department



THE CITY OF SAN DIEGO

MEMORANDUM

DATE: February 21, 2020

TO: Claudia Abarca, Deputy Director, Public Works/Contracts

FROM: Luis Schaar, Deputy Director, CMFE Division

SUBJECT: Request for Sole Source Agreement with Janus Corporation to provide asbestos cleanup and selective abatement for the building's Operations and Maintenance (O&M).

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This memorandum requests authorization for a sole source minor repair contract to provide asbestos cleanup and selective abatement throughout 101 Ash Building, so that the building's Operations and Maintenance work can be conducted safely throughout the building.

Various O&M work is required throughout all levels of 101 Ash Street Building in order to maintain the operations of the building. Due to the presence of Asbestos Containing Material (ACM) throughout the building, it is imperative that an abatement contractor is hired to properly remove, clean and dispose selective ACM. The amount requested for this work is not to exceed \$250,000.00.

Janus Corporation (Janus) is an Abatement contractor that has the required level of expertise and resources to provide ACM abatement, cleaning, and disposal services, as well as visual inspection services. Providing a clean and stable working condition is crucial for the occupants of the building, as well as, for the future O&M vendors to conduct O&M services throughout the building. If this work cannot be performed or is delayed, multiple O&M work cannot be performed and consequently the building cannot be occupied by City San Diego employees by the allotted time.

Therefore, it is requested that a sole source contract in the amount not to exceed \$250,000.00 be awarded to Janus for these services.

Should you have any questions, please contact Jorge A. Acevedo, at (619) 533-6657.

A handwritten signature in blue ink, appearing to read "Luis Schaar".

Luis Schaar  
Deputy Director  
Construction Management Field Engineering Division

cc: Stephen Samara, Principal Contract Specialist, Public Works/Contracts  
Jorge Acevedo, Associate Engineer-Civil, Public Works  
Jacob Rivera, Assistant Engineer-Civil, Public Works/CMFE Division

# City of San Diego

**CONTRACTOR'S NAME:** Janus Corporation

**ADDRESS:** 1220 Keystone Way, Vista, CA 92081-8316

**TELEPHONE NO.:** 760-598-7374

**FAX NO.**

**CITY CONTACT:** Rosa Riego, Senior Contract Specialist, Email: [RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)

Phone No. (619) 533-3426

J. Acevedo / R. Puertollano / R. Dinjotian

## CONTRACT DOCUMENTS FOR

**FINAL**



## SOLE-SOURCE CONSTRUCTION SERVICES FOR 101 ASH STREET – ASBESTOS CLEANING

PROJECT NO.: **K-20-1939-SLS-2**

SAP NO. (WBS/IO/CC): **21004751**


CLIENT DEPARTMENT: **9912**

COUNCIL DISTRICT: **3**

PROJECT TYPE: **BT**

**ENGINEER OF WORK**

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

  
\_\_\_\_\_  
Registered Engineer

03/06/2020  
Date

Seal:



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## GENERAL

### 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 constructing this project at the direction of the City Engineer in accordance with **Exhibit N - Abatement Requirements**.
- 1.2. The Work consists of the HEPA Vacuuming and Wet-Wiping horizontal of surfaces throughout the **101 Ash building** that may be subject to Asbestos Containing Materials contamination.
- 1.3. This solicitation is for a "Time-and-Materials" contract in accordance with the provisions set forth in 7-3.7, "Agreed Prices" of WHITEBOOK.
- 1.4. A time-and-materials contract provides for acquiring labor, material, equipment and services that shall be paid for in accordance with 2-8, "EXTRA WORK" of The GREENBOOK and WHITEBOOK and as modified by the Supplementary Special Provisions.

### 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 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.



4. **CONTRACT TIME:** The Work, including the plant establishment period, shall be completed within **30 Working Days** from the date of issuance of the NTP unless extended by the Engineer.
5. **CONTRACT PRICE:** The Engineer's Estimate of the project's cost is **\$247,987.56**. The Contractor shall not perform Work that exceeds this amount, excluding Allowances, without prior written notice from the Engineer that sufficient additional funding has been secured and the work is approved.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **C-22**
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 Prevailing Wage Unit at 858-627-3200.
- 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") <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <a href="https://www.sandiego.gov/publicworks/edocref/greenbook">https://www.sandiego.gov/publicworks/edocref/greenbook</a>	2018	PWPI010119 -02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/publicworks/edocref/standarddraw">https://www.sandiego.gov/publicworks/edocref/standarddraw</a>	2018	PWPI010119 -03
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/publicworks/edocref/drawings">https://www.sandiego.gov/publicworks/edocref/drawings</a>	2018	PWPI010119 -04
California Department of Transportation (CALTRANS) Standard Specifications – <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>	2018	PWPI030119-05

Title	Edition	Document Number
CALTRANS Standard Plans <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 4 (CA MUTCD Rev 4) <a href="http://www.dot.ca.gov/trafficops/camutcd/">http://www.dot.ca.gov/trafficops/camutcd/</a>	2014	PWPI030119-08
<p><b>NOTE:</b>           *Available online under Engineering Documents and References at:  <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a></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 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 - General; Paragraph 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 or Equals.”
- 12. SUBCONTRACT LIMITATIONS:** The Bidder’s attention is directed to Standard Specifications for Public Works Construction, 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, California, 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:**

**17.1.** Pursuant to San Diego Municipal Code § 22.3016, this contract may be awarded to a contractor without competitive bidding when strict compliance with a competitive process would be unavailing or would not produce an advantage, and when soliciting bids or proposals would therefore be undesirable, impractical, or impossible.

**17.2.** The City of San Diego reserves the right to reject the proposal from the contractor when such rejection is in the best interest 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," 5-4.2, "GENERAL LIABILITY INSURANCE," and 5-4.3 "WORKERS' COMPENSATION 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 who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

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.

**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.



## AGREEMENT

**FOR  
CONSTRUCTION SERVICES  
BETWEEN  
THE CITY OF SAN DIEGO  
AND  
JANUS CORPORATION**

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This sole-source construction contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City" and **JANUS CORPORATION**, herein called "Contractor" for the purpose of constructing projects **101 Ash Street - Asbestos Cleaning**, Bid No. **K-20-1939-SLS-2**, in the amount of **\$247,987.56** 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 project identified in Section 1, Description of Work.
- B. The City desires to contract with a single entity for Construction Services, as set forth in this agreement.
- C. The City has selected the Sole-Source Contractor to perform, either directly or with Subcontracts hereinafter defined, construction services set forth in this agreement and the Contract Documents.
- D. The Contractor is ready, willing, and able to perform the 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 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.

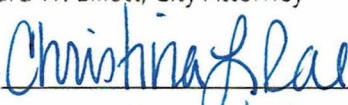
- D. This agreement incorporates the Standard Specifications for Public Works Construction (The 2018 GREENBOOK), including those amendments set forth in the City of San Diego Supplement (The 2018 WHITEBOOK). All changes, additions, or both are stated herein and all other provisions remain unchanged.
- E. The Contractor shall comply with City's Equal Opportunity Contracting Program Requirements set forth in the Contract Documents. See The WHITEBOOK Part 0.
- F. 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.
- G. Upon award, amendment, renewal, or extension of such contracts, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of City Municipal Code §22.3004.
- 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 specified number of Working Days stated in Section 3 herein, from the NTP 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 described herein.
- L. The City shall pay the Contractor for performance of the Work on a time and materials basis not to exceed \$247,987.56 without a written amendment to this Agreement.
- M. Prior to the issuance of the NTP, or as required by the City, the Contractor shall:
  - a) file surety bonds with the City to be approved by the City in the amounts and for the purposes noted herein or as may be specified in the Supplemental Special Provisions, and
  - b) Obtain the required insurance in accordance with 5-4, "INSURANCE", and any additional insurance as may be specified in the Supplemental Special 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 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  
Principal Contract Specialist  
Public Works Department

Print Name: Christina L. Rae  
Deputy City Attorney

Date: 5-22-2020

Date: 5/27/2020

**CONTRACTOR**

By: 

Print Name: John Denton

Title: Branch mgr.

Date: 03/23/2020

City of San Diego License No.: B1992011547

State Contractor's License No.: 572682

**Public Works**

Construction Management & Field Services Division

March 18, 2020

Ms. Juana Bailey, Office Manager  
Janus Corporation  
1220 Keystone Way  
Vista, CA 92081

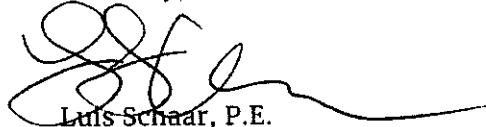
Subject: Completion of Work on Time and Material Basis

Dear Ms. Bailey

The City of San Diego acknowledges that Contract K-20-1939-SLS-2, 101 Ash Street-Asbestos Cleaning, has been faithfully performed by Janus Corporation on a time and material basis for the total sum of Two Hundred Forty Seven Thousand Nine Hundred Eighty Seven Dollars & 56/100 (\$247,987.56). The parties have agreed that there will be no future modifications, continuations or change orders on this Contract.

If you have any questions regarding this letter or any other matter of this project, please do not hesitate to contact me at [lschaar@sanidiego.gov](mailto:lschaar@sanidiego.gov).

Sincerely,



Luis Schaar, P.E.  
Deputy Director  
Public Works, CM&FE Division

LS

cc: Johnnie Perkins, Deputy Chief Operating Officer  
Claudia Abarca, Deputy Director, Public Works Contract  
Jorge Acevedo, Associate Engineer Civil, Public Works

## PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

---

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

Janus Corporation, a corporation, as principal, and  
The Guarantee Company of North America USA, 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 **Two Hundred Forty Seven Thousand Nine Hundred Eighty Seven Dollars and Fifty-Six Cents (\$247,987.56)** for the faithful performance of the annexed contract, and in the sum of **Two Hundred Forty Seven Thousand Nine Hundred Eighty Seven Dollars and Fifty-Six Cents (\$247,987.56)** 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 Principal in completing the improvements and work specified in the Agreement, nor shall Surety accept a bid from Principal for completion of the improvements and work specified in the Agreement if the City of San Diego, when declaring the Principal in default, notifies Surety of the City of San Diego's objection to Principal's further participation in the completion of the improvements and work specified in the Agreement.

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

Dated March 24, 2020

Approved as to Form

Janus Corporation

Principal

By [Signature]  
John Denton, Branch mgr.  
Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By [Signature]  
Deputy City Attorney 5/27/20



The Guarantee Company of North America USA

Surety

By [Signature]  
Anna Sweeten Attorney-in-fact

Approved:

By [Signature]  
Stephen Samara  
Principal Contract Specialist  
Public Works Department

One Towne Square, Suite 1470

Local Address of Surety

Southfield, MI 48076 - 3725

Local Address (City, State) of Surety

(248) 281-0281 x-66012

Local Telephone No. of Surety

Premium \$ 2976.00

Bond No. 12173458



The Guarantee Company of North America USA  
Southfield, Michigan

**POWER OF ATTORNEY**

**KNOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Natalie K. Trofimoff, Patricia S. Arana, Richard S. Svec, Michael Heffeman, Michael E. Sheahan, Ian Wright, Bill Phillips, Anna Sweeten  
Alliant Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

*Stephen C. Ruschak*

*Randall Musselman*

STATE OF MICHIGAN  
County of Oakland

Stephen C. Ruschak, Chief Executive Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland

My Commission Expires February 27, 2024  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Cynthia A. Takai*

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 24th day of March, 2020

*Randall Musselman*

Randall Musselman, Secretary

## 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 California  
County of Santa Clara )

On March 24, 2020 before me, Nicole King, Notary Public  
(insert name and title of the officer)

personally appeared Anna Sweeten,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



(Seal)





## 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 California  
County of San Diego

On 03/27/2020 before me, Juana Bailey, notary public  
(insert name and title of the officer)

personally appeared John Denton,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Juana Bailey (Seal)



**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**

**CONTRACTORS 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**

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

**101 Ash Street- Asbestos Cleaning**

(Project Title)

as particularly described in said contract and identified as Bid No. **K-20-1939-SLS-2** ; SAP No. (IO) **21004751**; 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 \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
Contractor

**ATTEST:**

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

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

Notary Public in and for said County and State

**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**

**CONTRACTORS 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: Janus Corporation

Certified By John Denton Title Branch mgr.

Name

 Date 05/26/2020

Signature

**USE ADDITIONAL FORMS AS NECESSARY**

**EXHIBIT H**

**MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**



## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

<b>Legal Name</b>		<b>DBA</b>	
Janus Corporation		N/A	
<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
1220 Keystone Way, Vista		CA	92081
<b>Contact Person, Title</b>		<b>Phone</b>	<b>Fax</b>
John Denton, Branch Mgr.		760-598-7374	760-598-8294

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.


<b>Name</b>	<b>Title/Position</b>
Michael Ely	President
<b>City and State of Residence</b>	<b>Employer (if different than Bidder/Proposer)</b>
Walnut Creek, CA	
<b>Interest in the transaction</b>	
71% owner	

<b>Name</b>	<b>Title/Position</b>
Craig Uhle	VP Operations
<b>City and State of Residence</b>	<b>Employer (if different than Bidder/Proposer)</b>
Walnut Creek, CA	
<b>Interest in the transaction</b>	
12% Owner	

### \* 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.

John Denton, Branch Mgr.  
 Print Name, Title

  
 Signature

03-13-2020  
 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.**

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

<b>Legal Name</b>		<b>DBA</b>	
Janus Corporation		N/A	
<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
1220 Keystone Way,	Vista	CA	92081
<b>Contact Person, Title</b>		<b>Phone</b>	<b>Fax</b>
John Denton, Branch Mgr.		760-598-7374	760-598-8294

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.

<b>Name</b>	<b>Title/Position</b>
Paul Chelstowski	VP Sales
<b>City and State of Residence</b>	<b>Employer (if different than Bidder/Proposer)</b>
Concord, CA	
<b>Interest in the transaction</b>	
17% owner	

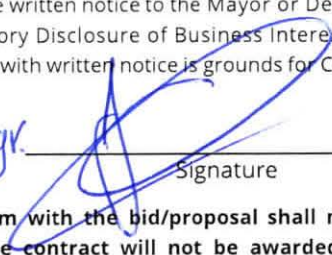
<b>Name</b>	<b>Title/Position</b>
<b>City and State of Residence</b>	<b>Employer (if different than Bidder/Proposer)</b>
<b>Interest in the transaction</b>	

**\* 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.

John Denton, Branch Mgr.

Print Name, Title



Signature

03/13/2020

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 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: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	N/A							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

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

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC		
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	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	N/A					
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  
(PRIME CONTRACTOR)**

EFFECT OF DEBARMENT OR SUSPENSION
To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): <i>Bidders and contractors</i> who have been <i>debarred or suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract awards</i> , executing <i>contracts</i> , participating as a <i>subcontractor</i> , employee, agent or representative of another <i>person</i> contracting with the City.

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)

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

NAME	TITLE
Michael Ely	President
Craig Uhle	VP Operations
Paul Chelstowski	VP Sales

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

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

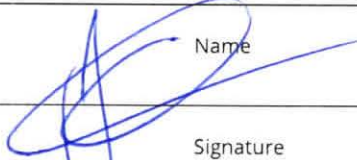
- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: Janus Corporation

Certified By John Denton Title Branch Mgr.


  
 Name \_\_\_\_\_ Date 03/13/2020
  
 Signature \_\_\_\_\_

**NOTE:** Providing false information may result in criminal prosecution or administrative sanctions.

Not Applicable

**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

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

NAME	TITLE

Contractor Name: \_\_\_\_\_

Certified By \_\_\_\_\_ Title \_\_\_\_\_

Name

\_\_\_\_\_ Date \_\_\_\_\_

Signature

**\*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:
  - a) General Provisions (A) for all Construction Contracts.

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### 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 **6:00 AM** to **2:30 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:

9. 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**.
10. 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.
11. 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.
12. 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

**3-2 SELF-PERFORMANCE.** To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall perform, with your own organization, Contract Work amounting to at least 100% of the base Bid.

**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) Provide the spare parts for the proposed irrigation system as specified in the Special Provisions.

- k) If the Work includes sewer and storm drain installations, the inspection shall include televising in accordance with 306-18, "VIDEO INSPECTION".
- l) 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:

<b>Specified Item</b>	<b>Minimum Warranty Period</b>
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. You shall provide the City and property owner a copy of the manufacturer's warranty for private sewer pumps, including the alarm panel and all other accessories.
  - a) You shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
  - b) Nothing in here is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
  - c) The warranty shall include all components. The form of the warranty shall be approved by the Engineer in accordance with 3-13.3.2, "Warranty Format Requirements".
8. 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.

**3-15.2 Integration of the Work with Separate Contractors.** To the "WHITEBOOK", ADD the following:

1. Other 3rd Party City Vendors  
Contact: Jorge Acevedo [Acevedoj@sandiego.gov](mailto:Acevedoj@sandiego.gov)

## 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.

## 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.

#### **5-4.2.5 Contractors Builders Risk Property Insurance.**

1. You shall provide at your expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance shall be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits shall be 100% of this Contract value of the Work plus 15% to cover administrative costs, design costs, and the costs of inspections and construction management.
2. Insured property shall include material or portions of the Work located away from the Site but intended for use at the Site and shall cover material or portions of the Work in transit. The policy or policies shall include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies shall cover the cost of removing debris, including demolition.
3. The policy or policies shall provide that all proceeds thereunder shall be payable to the City as Trustee for the insured, and shall name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. The City, as Trustee, will collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and will apply the proceeds of such insurance to the repair, reconstruction, or replacement of the Work.
4. Any deductible applicable to the insurance shall be identified in the policy or policies documents and responsibility for paying the part of any loss not covered because of the application of such deductibles shall be apportioned among the parties except for the City as follows: if there is more than one claimant for a single occurrence, then each claimant shall pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City shall be entitled to 100% of its loss. You shall pay the City any portion of that loss not covered because of a deductible at the same time the proceeds of the insurance are paid to the City as trustee.
5. Any insured, other than the City, making claim to which a deductible applies shall be responsible for 100% of the loss not insured because of the deductible. 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.

**5-4.5.4.3 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.

**5-4.5.5 Builders Risk Endorsements.**

**5-4.5.5.1 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.

**5-4.5.5.2 Builders Risk – Partial Utilization.** If the City desires to occupy or use a portion or portions of the Work prior to Acceptance in accordance with this Contract, the City will notify you and you shall immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies shall not be cancelled or lapse on account of any such partial use or occupancy. You shall obtain the endorsement prior to the City's occupation and use.

**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.

**5-4.11 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.

**5-13 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.

## **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 M – Sample City Invoice** and use the format shown.

**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 **101 Ash Street - Asbestos Cleaning**, Project No. **K-20-1939-SLS-2**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Exhibit O**.
2. Compliance with the City's environmental document shall be included in the Contract Price.

**SECTION 302 - ROADWAY SURFACING**

**302-4.5 Scheduling, Public Convenience and Traffic Control.** To the "GREENBOOK", paragraphs (1) and (2), DELETE in its entirety and SUBSTITUTE with the following:

1. In addition to the requirements of Part 6, you shall comply with the following:
    - a) At least 5 Working Days prior to commencing the Work, you shall submit your proposed Schedule to the Engineer for approval.
    - b) Based upon the approved schedule, you shall notify residents and businesses of the Work and post temporary "No Parking" signs 72 hours in advance.
    - c) Requests for changes in the approved Schedule shall be submitted to the Engineer for approval at least 3 Working Days before the street is scheduled to be sealed.
-

**EXHIBIT K**

**CONTRACTOR'S COMPENSATION RATE SCHEDULE**

## EXHIBIT K

### **CONTRACTOR'S COMPENSATION RATE SCHEDULE**

The following Compensation Rate Schedule shall constitute the maximum rates (e.g., labor, direct costs, etc.) for Work provided by the Contractor during the term of this agreement.

These rates are being specified as the Contractor's standard established rates for calculating labor costs without allowance for overhead and profits. For markup provisions and allowable charges refer to 3-2.4, "Agreed Prices."

<b>Fee Schedule</b>			
<b>Title/Classification</b>	<b>Standard Rate (\$)/hour</b>	<b>Overtime Rate(\$)/hour</b>	<b>Doubletime Rate (\$)/hour</b>
Journeyman	\$121.00	\$146.00	\$173.00

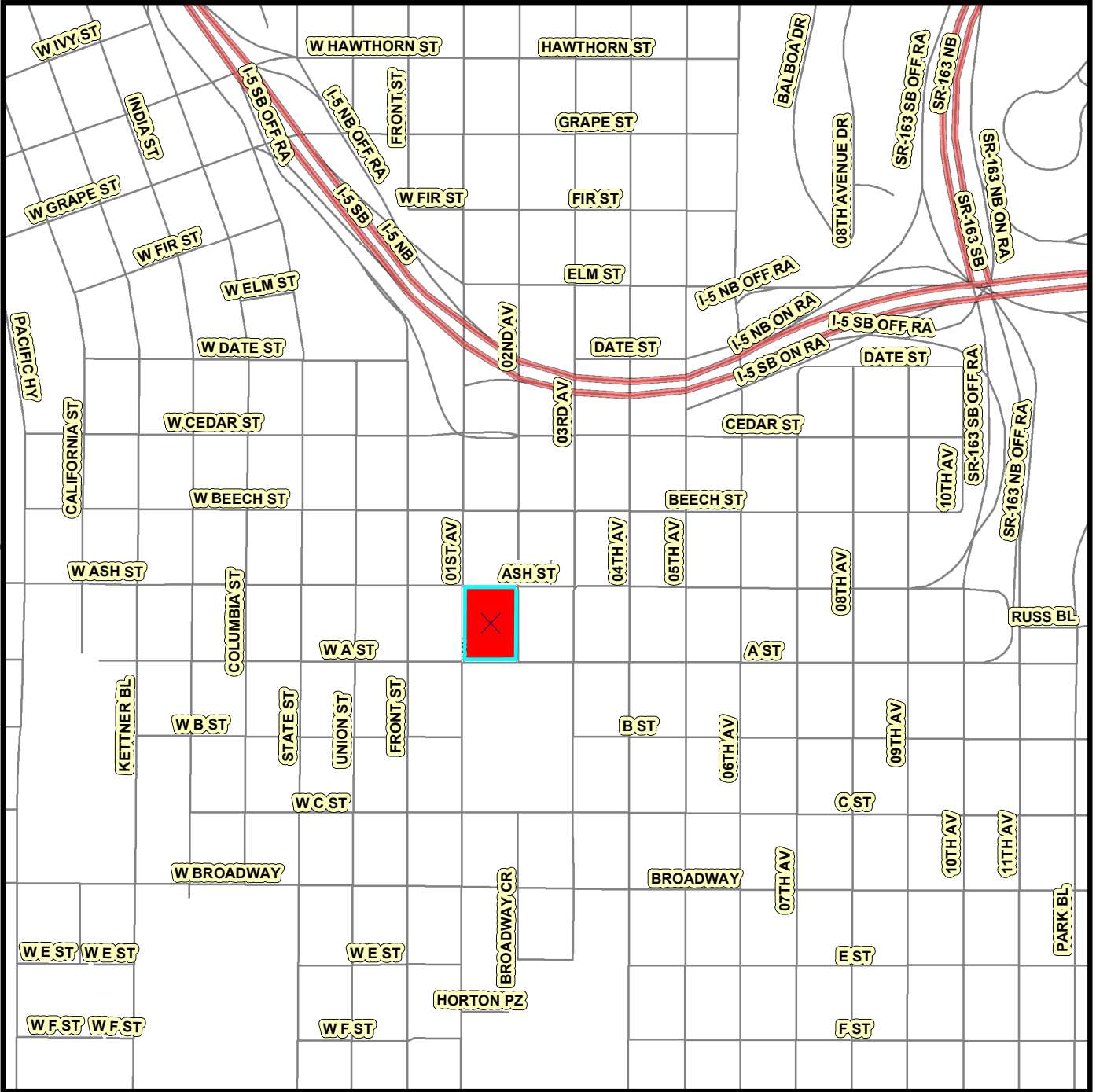
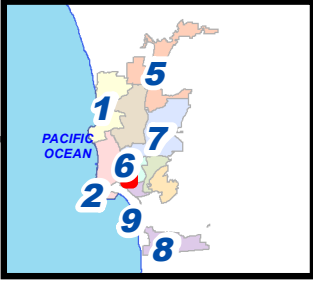
**EXHIBIT L**

**LOCATON MAP**

# 101 Ash Building - Asbestos Removal

SENIOR ENGINEER  
Jason Grani  
619-533-7525

FOR QUESTIONS ABOUT THIS PROJECT  
Call: 619-533-4207  
Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)



## Legend

 Project Location



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 M**

**SAMPLE CITY INVOICE**





**EXHIBIT N**

**ABATEMENT REQUIREMENTS**

## **BID SPECIFICATIONS**

The City of San Diego (City) requires the services of an Asbestos, Lead and Mold Abatement Contractor.

### **A. SITE INVESTIGATION**

The Contractor will be responsible for verifying the scope of work. The Contractor is responsible for investigating the work site and be satisfied as to the conditions to be encountered, quantities of materials to be furnished.

### **B. SAMPLING AND ANALYTICAL TESTING REQUIREMENTS**

A suspect item or waste that may be hazardous or contain a hazardous or regulated component shall be separated from other waste for the City's determination if a Waste Characterization is needed or if the suspect item or waste had been identified in the contract.

Each testing method shall be approved by the City as appropriate for the sample being tested prior to having a certified laboratory conduct the test. Representative samples shall be obtained for each waste to be tested with the sampling procedure pre-approved by the City.

The City shall be contacted prior to sampling and be present to observe the sampling. Items sampled without the presence or approval of the City may require the item or waste to be re-sampled.

Containers (e.g., 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. The sample testing time and preliminary results shall be available on the 5th Working Day after the sample was taken.

A final copy of all analytical test results and the sampling chain-of-custody form shall be provided to the City within 1 Working Day of receipt from the State hazardous waste certified testing laboratory.

### **C. GENERAL**

The asbestos work is primarily gross removal of asbestos-containing materials (ACM). For asbestos abatement, the work typically is removal but may also include repair, encapsulation, enclosure, packaging and cleanup of ACM. Work may include, but is not limited to small operation and maintenance cleaning, small spill cleanup, small scale abatement or ceiling tile access.

The lead work is primarily the preparation of painted surfaces containing lead paint (PSCLP) prior to re-painting through hand scraping methods or other mechanical means. It may also include other lead hazard control activities such as abatement (e.g., paint removal, building component replacement, soil abatement, enclosure), intermediate

controls (e.g., encapsulation), and interim controls (e.g., paint film stabilization, dust removal, treatment of friction and/or impact surfaces and soil controls).

The mold abatement work is always either gross removal of building materials affected with fungal growth or detail cleaning of surfaces which fungal growth has been visually identified or confirmed by laboratory analysis. Work may include, but is not limited to small operation and maintenance cleaning, small to large scale flood mitigation, or small to large scale component removal such as walls, ceiling, or flooring damaged by water intrusion occurrence.

Contractor shall be responsible for furnishing all labor, equipment and material as necessary to perform the scope of work. All work shall be done in accordance with the scope of work. All applicable codes, regulations and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith. The Contractor shall assume full responsibility and liability for the compliance with applicable Federal/State/Local regulations pertaining to work practices, protection of workers, and visitors to the site, person, occupying areas adjacent to the site, transporting, and disposal of waste.

The contractor shall be a licensed hazardous waste transporter and may consolidate asbestos containing waste at the contractor's storage yard or other pre-agreed upon location or provides other means to ensure all waste is removed from the project site before the end of the project. As an alternative, the contractor shall have the option of subcontracting these services to a qualified vendor that meets these requirements.

## **D. 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, including the labeling of containers. Contractors who have ten (10) or more employees shall have an injury/illness program as required by CAL OSHA. The Contract Administrator 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.

It is the Contractor's responsibility to ensure that adequate warning signs are posted and all safety regulations are adhered to.

Personal Protective Equipment (PPE) shall be supplied by the Contractor for employees' staff and properly used at all times.

## **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. 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 Resident Engineer.

## **E. MEASUREMENT AND PAYMENT**

See Section 7 of the latest version of the City Supplement THE WHITEBOOK.

## **F. SUBMITTALS REQUIRED DURING AND UPON COMPLETION OF PROJECTS** Asbestos, Lead and Mold submittals as follows:

1. Daily personnel air sampling results are required to be submitted to the Resident Engineer within 48 hours from the end of each work shift during project. (Asbestos/Lead work only)
2. All waste associated with the project, including hazardous waste, shall be removed from job site no later than the last day of project. The Contractor will not be allowed to store waste on-site after project has been completed.
3. Certificate of Visual Inspection.
4. Entry & Exit log for containments and/or regulated areas.
5. Project labor sheet and other unit costs shall be provided each day of work. The Resident Engineer shall review and sign each day to verify costs that will be paid.
6. Daily project logs.
7. All other relevant project data including documentation related to any injury while on project.

8. For Contractor's personnel that worked on the project, provide a copy of asbestos and/or lead certification, fit test, and medical clearance.

## **G. SITE CONDITIONS**

Water, electricity, and sanitary facilities are available on-site and will be provided by the City at no charge to the Contractor to the extent available under current conditions before and during the removal project (for example, some demolition sites may not have water and/or power). It shall be the obligation of the Contractor requiring temporary facilities to investigate and make specific arrangements with the City for such facilities. If the Resident Engineer representative agrees that water, power and/or portable toilet facilities are necessary for a specific project, the City will reimburse the Contractor per Section 7-4.3 'Mark-up' for the latest edition of the Whitebook. Portable toilet facilities must include a sink with running water, soap, and paper towels.

The Contractor is responsible for performing his/her own electrical hook-ups.

The Contractor's use of the premises shall be limited to the work areas indicated for each specific project so as to allow for owner/occupancy and use by the public in areas where no asbestos and/or lead hazard control activities are taking place.

All site rules and regulations affecting the work shall be followed while engaged in project activities. The existing building shall be maintained in a safe condition throughout the asbestos and/or lead hazard control activities. The Contractor shall be responsible for adhering to all applicable building codes and fire safety requirements.

All public areas will be kept free of accumulated waste, materials, rubbish and debris. The Contractor may utilize designated facilities (e.g., restrooms) if available during asbestos and/or lead hazard control activities. It will be the responsibility of the Contractor to maintain the existing condition of these facilities while they are using them.

The Contractor shall be responsible for his/her own daily personnel samples as required by CAL OSHA. The CAL OSHA sample results shall be submitted to the Resident Engineer within forty-eight (48) hours of the end of each project day. The City may randomly monitor workers to collaborate personal exposure evaluations.

The Contractor is responsible for all damages caused by him/her in and around the work area. If Contractor is unable to repair damages to the satisfaction of the City, costs may be deducted from Contractor's payment.

Building occupants and visitors will not be allowed to enter the specific area where asbestos, lead or mold hazard control areas. Re-entry by non-abatement personnel is only permitted after the area is deemed to be "cleared." Contractor shall secure work area from access by public, staff, or users of the area. Accomplish this where possible, by locking doors, gates, or other means of access to the area. Barricade fence (temp plastic type fencing) is considered the normal practice of securing an outside area from unauthorized access in high and low traffic areas. Work area delineation shall occur at a

minimum of no less than 12' from the radius of the work unless discussed with the Resident Engineer prior to start of project.

The level of work site preparation will vary from little or no preparation to complete isolation and containment. Factors that determine the level of work site preparation include:

1. Interior or exterior work.
2. The type of hazard control technique used.
3. The extent of existing contamination.
4. The building lay-out.
5. Occupant re-location issues.
6. Worker protection.
7. Other construction work.

Demolition in relation to abatement work may be required as a part of a project scope of work.

For Lead Work shall comply with the Department of Housing and Urban Development (HUD) has established work site preparation levels found in Chapter 11 - 14 in their Guidelines for the Control of Lead Based Paint Hazards in Housing (hereafter referred to as the HUD Guidelines). Contractor shall also ensure compliance with the City's Lead Hazard Prevention and Control Ordinance.

The need for pre-cleaning will be decided on a case by case basis.

The work area shall be restricted to authorized personnel only. A list of authorized personnel shall be established prior to the start of work. Entry of unauthorized personnel into the work area shall be reported immediately to the Certified Supervisor and the Resident Engineer.

Follow all lead requirements under T8CCR, Section 1532.1 and San Diego Municipal Code 54.1001 *et seq.*

A visitor entry and exit log and an employee daily sign-in log will be maintained throughout the lead hazard control activities. The Contractor shall be responsible for the project site security during the operations in order to protect work efforts and equipment.

If paint film stabilization is abatement method the Resident Engineer has identified as project scope of work, Contractor may be required to repaint identified surfaces after lead hazard have been removed and clearance is achieved.

If component replacement is abatement method the Resident Engineer has identified as the project scope of work, Contractor may be required to replace component. Materials and labor associated with component replacement will be consider an additional cost and will not be included in the hourly rate.

Contractor shall follow all chemical release requirements in California Code of Regulations, Title 19.

#### **H. DISPOSAL OF REGULATED WASTES**

Asbestos generated while performing work for this contract and includes packaging, labeling, storage, containment and disposal of hazardous and regulated wastes. Asbestos related hazardous wastes shall be by disposed of at a pre-approved State of California or another out-of-state landfill. Disposal of non-friable/non-hazardous Asbestos waste shall be disposed of at a pre-approved California municipal class III landfill.

Disposal of the lead related hazardous wastes shall be to a pre-approved incineration or recycling facility. Evidence of disposal by incineration or recycling must be provided to the Resident Engineer. If these disposal methods are not available for a hazardous waste, land filling may be acceptable upon approval by the Resident Engineer.

The Contractor is required to make all reasonable efforts to minimize the amount of hazardous waste generated from each project.

Construction and Demolition (C&D) Debris Deposit Ordinance: For nonhazardous waste disposal including mold contaminated waste the Contractor must comply with the City's C&D Recycling Ordinance. Lead painted construction debris with intact paint must be tested by a certified hazardous waste laboratory for heavy metals to characterize the waste prior to disposal as noted in paragraph y section a., - Hazardous Waste Disposal Costs. Testing conducted must determine if the waste is a RCRA (federally regulated) or non-RCRA (California regulated) hazardous waste.

#### **I. HAZARDOUS MATERIALS, WASTES STORAGE, AND MANAGEMENT**

1. Hazardous substances, hazardous wastes, or items, and equipment containing hazardous substances or hazardous wastes shall be handled in such a way as to minimize the possibility of a release.
2. Hazardous substances shall always be kept in an approved, compatible, and closed container with a legible label identifying the contents. No interim containers shall be acceptable.
3. Containers used to package hazardous waste shall be compatible with the waste (22 CCR 66265.172), maintained in good condition (22 CCR 66265.171), and kept closed unless adding or removing waste (22 CCR 66265.173).

4. Different waste types shall be stored in separate containers and incompatible wastes shall never be combined or stored near each other.
5. Any packaging used to store and or transport hazardous waste off-site such as a container, roll-off bin, tank or other device, shall comply with 49 CFR Parts 173, 178, 179 and be labeled and prepared for transportation in accordance with 22 CCR Article 3.
6. A hazardous waste label shall be affixed to the container and filled out when the first amount of hazardous waste or hazardous substance is placed in the container. The label shall include the generator information, contents of the container, physical state and hazardous properties of the waste, and the initial accumulation date. The Contract appendices contain a sample hazardous waste label.
7. The Contractor shall use a numbering system to identify each hazardous waste container. Each hazardous waste container shall be marked with an identification number specific to that individual container.
8. Additional pre-transportation labeling and marking or using placards shall be conducted prior to transporting hazardous waste off-site and in accordance with 22 CCR Chapter 12, Article 3 and 49 CFR.
9. Containers, containment systems, and tanks of hazardous materials and hazardous waste shall be managed in a way which minimizes the threat of fire, explosion, or any unplanned sudden or non-sudden release of hazardous waste to the air, soil, or surface water which could threaten human health or the environment (22 CCR 66265.31).
10. Secondary containment shall be provided at a minimum for storage areas containing 55 gallons or more of hazardous material or hazardous waste. The secondary containment area shall be capable of holding the contents of the largest container plus 10% of that volume or in accordance with applicable regulations (22 CCR 66264.175).
11. Secondary containment areas shall be maintained so any releases will be confined within the secondary containment area. Rips, tears, cracks, breaks, etc. that compromise the integrity of the secondary containment shall be immediately repaired.
12. Secondary containment systems shall be maintained free of dirt, debris or liquids. If any chemical is released into the secondary containment system, it shall be removed immediately.
13. Material used in or around the secondary containment area which has been contaminated with a hazardous material or hazardous waste shall not be disposed until a hazardous waste determination has been performed in accordance with these specifications. Contaminated materials include, but are not limited to, plastic



sheeting, absorbents, dirt, sand, and kitty litter. Contaminated materials found in or around containment areas shall be immediately cleaned-up.

14. The Contractor shall perform weekly inspections of their hazardous material and hazardous waste storage areas to comply with the regulations (22 CCR 66265.174). If the project exceed seven calendar days, an inventory of hazardous waste containers will be kept noting each waste container and its accumulation start date. Inspections shall be documented and copies provided to the City upon request.

If the Contractor encounters, causes the release of, or has knowledge of a release or an imminent release of hazardous substances, Work in the area shall immediately cease 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). If there is an immediate fire, explosion, health or safety threat, the Contractor shall notify the Fire Department via 911.

A waste determination shall be performed 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. The results of all waste determinations shall be submitted to the City for concurrence prior to any disposal or discharge of the waste in question.

Incomplete or inconclusive waste determinations conducted by the Contractor, as determined by the City, will be returned to the Contractor for additional information or testing. The City's approval of the final determination of the waste and the disposal or discharge location shall be required.

#### **J. 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.

#### **K. TRANSPORTATION REQUIRMENTS**

The City will provide the Contractor with the EPA Generator Identification number for project site. This number is site specific and shall only be used on hazardous waste disposal documentation for the appropriate site where the waste was generated. A hazardous waste manifest or, when appropriate, a bill of lading, non-hazardous waste manifest or other appropriate disposal documentation shall be completed in accordance with 22 CCR Chapter 12, Article 2 and 49 CFR for any shipment of hazardous waste leaving the Site.

The Resident Engineer will sign the hazardous waste manifest or disposal documentation as representing the hazardous waste generator at the time the hazardous waste is being removed from the Site. Pre-signed hazardous waste manifests or bills of lading are not acceptable.

The Contractor shall only ship hazardous waste using a City pre-approved licensed hazardous waste transporter with a valid insurance certificate showing a minimum of \$1,000,000 Environmental Pollution Liability insurance unless specified otherwise in 5-4, "Liability Insurance." The hazardous waste shall be sent only to a City pre-approved treatment, storage, and disposal facility (TSDF) in accordance with 22 CCR Chapter 13.

Any contractor who allows the transportation or disposal of hazardous waste from a City site by an unlicensed hazardous waste transporter, upon conviction, shall be subject to 1 year in prison and fined up to \$100,000 per day (HSC 25163, 25189.5).

**L. MANAGEMENT OF SPECIFIED WASTES**

Hazardous material that is removed from empty hazardous materials containers shall be used as hazardous material or disposed of as a hazardous waste. The Contractor shall mark each container with the date it was emptied and manage the container at the end of the project by using any of the following methods:

1. Reclaim the scrap value of the container;
2. Send the container off-site for reconditioning or remanufacturing;
3. Send the container back to the manufacturer; and
4. Dispose of as hazardous waste.

For containers five (5) gallons capacity or less, once the container is empty, it may be disposed of to the regular trash.

Aerosol spray containers may be disposed of in the regular trash if the contents and propellant have been emptied to the maximum extent practical under normal use (i.e., the spray mechanism was not defective and thus allowed complete discharge of the contents and propellant). Aerosol spray containers shall not be punctured, crushed or altered in order to remove or release any remaining contents or propellant for the purpose of emptying the container for disposal to the trash.

A compressed gas cylinder is empty when the pressure in the container approaches atmospheric pressure.

**M. REGULATORY REPORTING FOR CHEMICAL RELEASE OR THREATENED RELEASE**

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. See the Contract appendices for a copy of County Department of Environmental Health's Assessment form.

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.

Chemical releases or threatened releases involving a gas, liquid, or solid hazardous materials or hazardous waste shall be immediately reported to the City.

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 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.

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. The Contract appendices contain a blank Chemical Release Report Form.

#### **N. SUPPORT ACTIVITIES**

The Resident Engineer will not be responsible for construction means, methods, techniques, sequences, procedures or for safety precautions and programs about the Work. The presence of any City's Representative shall NOT excuse the Contractor in any way for defects or EPA or CAL OSHA safety or asbestos or lead exposure violations discovered during the abatement operations. It is understood that the City will not be responsible for job or site safety on this project. Job and site safety will be the sole responsibility of the Contractor.

The Resident Engineer will be empowered to represent the City and will carry out the following:

1. Enforce the contract requirements and state, local, and federal regulations.
2. Agree with the Contractor on pre-abatement conditions of the work area and determine scope of work.
3. Inspect the project site.
4. Review work progress.

5. Observe activities during abatement. Perform bulk, dust or air sampling as required. Contractor shall provide power extension cords for sampling if required.
6. Perform final inspection and clearance sampling as appropriate.
7. Request, review and maintain Contractor submittals.

The Resident Engineer shall have the authority to stop any project activities if they are not being performed in accordance with regulations or the requirements of each specification.

The Resident Engineer shall have the authority to modify project specifications to conform to problems as they arise during the course of the project.

Final clearance inspection and sampling must be performed by a City designated representative. It will not be performed by the Contractor (although the Contractor may and should perform their own clearance testing). In most cases clearance consists of two (2) steps; visual examination and environmental sampling.

- i. Visual Examination for Determination of Completed Work: This is a determination that the work specified in the scope of work has been completed satisfactorily. For surfaces that are to be re-painted, it is important this examination occurs prior to the re-painting (to determine that either all the paint has been removed (abatement) or that the deteriorated paint has been stabilized (interim controls). Next the surfaces should be examined for settled dust and debris. If dust or debris is visually noted, the Contractor will be required to re-clean prior to samples being collected.

If no such dust/debris is found, the City Designated Representative will complete a Certificate of Visual Inspection for the area or for multiple areas. The Certified Supervisor will also sign this Certificate.

Substances requiring analytical testing shall be sampled and tested in accordance with the sampling and analytical testing requirements in these specifications.

- i. Environmental Sampling: The number and location of samples will be determined on a case-by-case basis. The numerical criteria will also be determined on a case-by-case basis (determined at beginning of project by the Resident Engineer). Most clearance sampling in occupied space will require at least twenty-four (24) hours from sampling before results are provided.

If clearance samples fail clearance thresholds then the contractor is responsible for costs associated with re-cleaning the work area and additional clearance sample laboratory costs.

Area air monitoring may be required on a case-by-case basis and will be performed by City designated representative.

**O. MATERIAL SAFETY DATA SHEETS**

Prior to work commencing, the Contractor must submit one (1) copy of the material safety data sheet (MSDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

The Contractor must also send with each shipment one (1) copy of the MSDS for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the contract for violation of safety procedures.

**P. QUALITY ASSURANCE MEETINGS**

Contractor will be required to schedule meetings per **section 3-6.1 Project Meetings** of THE WHITEBOOK. These meeting should be scheduled no later than three (3) days from date of commencement of work. At these meetings, the Resident Engineer will provide Contractor with feedback and will note any deficiencies in contract performance and provide Contractor with an opportunity to address and correct these areas. Additional quality assurance meetings may be required, depending upon Contractor's performance.

**Q. SUSPENSION OF WORK**

See **section 3-13.31 Defective Work** of THE WHITEBOOK.

**R. COOPERATION AND TRANSITION**

Contractor shall cooperate with the City at the expiration of the Contract and the incumbent Contractor to accomplish a smooth phase-out and transition of responsibility and requirements, if applicable.

**S. PRICING INSTRUCTIONS**

1. Hazardous Waste Disposal Costs:

- a. \*The per bag disposal price for asbestos, lead waste and mold contaminated waste shall be all inclusive and include, but is not limited to, the cost of the bag, container, label, storage, disposal documentation, all costs associated with transportation and disposal of the waste.
- b. The Resident Engineer and the Contractor will agree if volume of waste and site location will be best suited for a roll-off bin container. The Contractor will be reimbursed for actual roll-off bin disposal costs per 3<sup>rd</sup> party waste bin disposal invoice plus mark ups as indicated in the latest version of THE WHITEBOOK.
- c. All lead hazardous waste will be incinerated. If incineration is not possible because of material type, recycling is the next option before land filling.

Contractor will be reimbursed directly per invoice costs plus mark-ups per Section 7-4.3 'Mark-up' for the latest edition of the Whitebook. In some cases, the City may decide it is in its best interest to utilize a hazardous waste contractor.

- d. The Resident Engineer will approve all laboratory costs required for a waste determination and associated laboratory costs will be reimbursed to Contractor per submitted invoice plus mark-ups per Section 7-4.3 'Mark-up' for the latest edition of the Whitebook. The City reserves the right to perform the sampling and laboratory analysis for waste determination.

2. Air Pollution Control District (APCD) Notification Fees:

- a. Pollution Control District (APCD) Notification fees will be reimbursed to the Contractor plus mark-ups per Section 7-4.3 'Mark-up' for the latest edition of the Whitebook. APCD Notification modification fees will also be reimbursed if the modification is required per direction of the Resident Engineer. Notification modification fees will not be reimbursable if Contractor error causes refilling.

**EXHIBIT O**

**NOTICE OF EXEMPTION**

**NOTICE OF EXEMPTION**

(Check one or both)

TO:  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 Name:** 101 Ash Street Asbestos Abatement

**Project No. / WBS No.:** #21004751

**Project Location-Specific:** 101 Ash Street, Downtown Community Planning Area, Council District 3

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

**Description of nature and purpose of the Project:** The scope of this project is to remove hazardous materials from the interior of the existing building at 101 Ash Street, including removal and disposal of any Asbestos Containing Materials (ACM) such as fireproofing, flooring mastic, and any other potential ACM; and clean and dispose of any fallen fireproofing debris and decontaminate affected areas. Once the contained area has passed air clearance, containment will be removed. All abatement activities will occur within the existing building interior, and asbestos abatement will be performed in compliance with Federal, State and Local Environmental Policy Act Standards.

**Name of Public Agency Approving Project:** City of San Diego

**Name of Person or Agency Carrying Out Project:** Juan Baligad, 525 B Street, San Diego, CA, 92126, (619) 533-5473

Exempt Status: (CHECK ONE)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption: 15301 (Existing Facilities)
- Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301 (Existing Facilities), which allows for operation, repair, maintenance, permitting, leasing or minor alteration of existing or private structures, facilities, and mechanical equipment involving negligible or no expansion of existing or former use, including the restoration and rehabilitation of deteriorated or damaged structures, facilities or mechanical equipment to meet current standards health and public safety, and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Juan Baligad

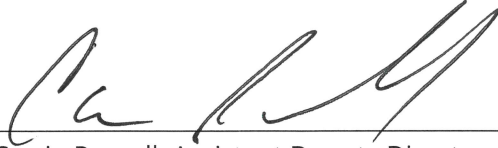
Telephone: (619) 533-5473

If filed by applicant:

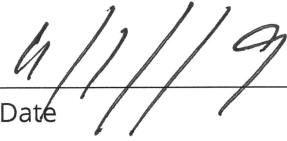
1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project?  Yes  No



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



Date

Check One:

- Signed By Lead Agency
- Signed by Applicant

Date Received for Filing with County Clerk or OPR:

**SUBCONTRACTOR LISTING**

**(OTHER THAN FIRST TIER)**

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 is to list below the name, address, license number, DIR registration number of any (known tiered subcontractor) - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. If none are known at this time, mark the table below with non-applicable (N/A).**

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	NONE			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				

**\*\* USE ADDITIONAL FORMS AS NECESSARY \*\***