



THE CITY OF SAN DIEGO

Enclosure 1

MEMORANDUM

DATE: January 3, 2022

TO: Claudia Abarca, Director, Purchasing & Contracting Department

FROM: James Nagelvoort, Director and City Engineer, Strategic & Capital Projects Department

SUBJECT: Sole Source Agreement for Emergency Repair of 24-inch Corrugated Metal Pipe (CMP) at 2726 Caminito San Pablo

This memorandum is to certify the declaration of an emergency in order to repair a failing storm drain pipe causing a sinkhole at 2726 Caminito San Pablo in the Torrey Pines community of District 1.

Estimated Amount: \$750,000 (Not-to Exceed)

Contractor: TC Construction

Estimated Completion: June 30, 2023

Recommended Action: Approve Sole Source Request

Pursuant to SDMC §22.3108 (a), " Exceptions to Advertisement and Competitive Award of Engineering & Capital Projects 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:

An initial service notification was submitted on September 27, 2021, about a failing storm drain pipe that caused two sinkholes located on a slope east of Portofino Drive and west of an existing concrete brow ditch adjacent to 2729 Caminito San Pablo. The failing storm drain pipe is a 24-inch corrugated metal pipe (CMP). The sinkhole openings measured approximately 9-feet long, 9-feet in wide, and 9-feet deep. The second sinkhole located immediately east of the western sinkhole measured 8-feet long, 8.25-feet wide, and 3.5-feet deep. The easterly sinkhole was approximately 50-feet from the nearest building at 2729 Caminito San Pablo. The 24-inch CMP was televised on October 1, 2021, and it was determined that the drain was no longer functioning as designed. The CMP pipe connection to the existing reinforced concrete pipe (RCP) pipe at the top of slope and at the downstream catch basin had completely separated.

A subsequent site investigation conducted on November 3, 2021 and again on December 9, 2021, revealed a significant increase in the size, depth, and length of the sinkholes. The sinkholes have now joined together resulting in one large sinkhole that is now approximately 20-feet long, 16-feet wide, and 18-feet deep. The easterly edge of the sinkhole closest to the nearest structure is now approximately 45-feet (5-feet closer) to the structure. The separation of the pipe has resulted in the bottom of the sinkhole being below the invert of the downstream catch basin by nearly 3.5 to 5-feet. This deterioration of the pipe will cause a build-up of debris and soil to plug the downstream reaches of the CMP pipe where water would normally run through. This change in condition will easily result in continued failure of the slope.

As a result, the CMP needs to be quickly replaced to halt the further failure and deterioration of the slope. More importantly, the repair is needed to prevent risk to the adjacent downstream property located at 2726 Caminito San Pablo due to potential slope failure that could send mud, debris, and water into this condominium structure. With the coming rains, the pipe will continue to deteriorate, and the failure will continue to grow at an alarming rate unless the pipe is repaired. Bypassing of the deteriorated storm drain pipe to prevent future failures is infeasible due to the substantial size of the contributing drainage area.

The failed 24-inch CMP storm drain pipe will be replaced and slope restored. This necessary work is beyond the capabilities of City staff; therefore, it is requested a sole source contract be approved.

AGREEMENT VALUE & DURATION:

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



James Nagelvoort
Director and City Engineer, Strategic & Capital Projects Department

Attachments: 1. Memorandum from Kris McFadden, to James Nagelvoort dated December 10, 2021.

cc: Rania Amen, Director, Engineering & Capital Projects Department
Myrna Dayton, Assistant Director, Engineering & Capital Projects Department
Elif Cetin, Deputy Director, Engineering & Capital Projects Department
Jason Grani, Assistant Deputy Director, Engineering & Capital Projects Department
Jong Choi, Senior Civil Engineer, Engineering & Capital Projects Department
Junmin Pan, Associate Engineer - Civil, Engineering & Capital Projects Department
Cindy Crocker, Acting Deputy Director, Purchasing and Contracting Department
Stephen Samara, Principal Contract Specialist, Purchasing and Contracting Department

City of San Diego

CONTRACTOR'S NAME: TC Construction Co., Inc.
ADDRESS: 10540 Prospect Avenue, Santee, CA 92071
TELEPHONE NO.: (619) 448-4560 **Email:** eschier@tcincsd.com
CITY CONTACT: Brittany Friedenreich, Sr Contract Specialist, Email: BFriedenreic@sandiego.gov
Phone No. (619) 533-3104
J. Pan / A. Jaro / Y. Kawai

CONTRACT DOCUMENTS



FOR

EMERGENCY DESIGN AND CONSTRUCTION SERVICES FOR: 2729 CAMINITO SAN PABLO EMERGENCY STORM DRAIN REPAIR

VOLUME 1 OF 1

RFQ NO.: K-18-1682-RFQ-3
BID NO.: K-22-2081-EMR-3
SAP NO. (WBS/IO/CC): B-22096
CLIENT DEPARTMENT: 2114
COUNCIL DISTRICT: 1
PROJECT TYPE: CA

ENGINEER OF WORK

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



4/11/22



Seal:

For City Engineer

Date

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CITY OF SAN DIEGO, CALIFORNIA

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 designing and constructing this emergency project at the direction of the City Engineer.
- 1.2. The Work consists of repair and reconstruction of **2729 Caminito San Pablo Emergency Storm Drain Repair** will include repairing the storm drain and embankment by replacing-in-place an approximately 70-foot segment of CMP with RCP, installation of new clean-out, removal of a tree undermined by the sinkhole formation, and slope restoration/revegetation of any excavated area.
- 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 The 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.
- 1.5. The Design-Builder agrees to provide the required services for the terms and conditions noted in this contract and its exhibits. The agreement and other terms and conditions are included in this Design-Build Contract, The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- 1.6. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the Project's preliminary design may not be eligible to participate in the competition with any Design-Build Entity. It is the responsibility of the Design-Build entity to obtain the required legal advice necessary to resolve such matters.

2. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 2.1. **Prior** to the Award of the Contract or each Task Order, the Contractor must comply with the following registration requirements:
 - 2.1.1. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). **Contractor and Subcontractor Registration Requirements** for compliance with those requirements are outlined in 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 Page 20.

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

3.2. Design-Builder's Work Force

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

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

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

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

4. CONTRACT TIME: The Work including the Plant Establishment Period shall be completed within **178 Working Days** from the date of issuance of the Notice to Proceed. Design shall be completed concurrent with construction and shall be completed within the first **30 Working Days** of the contract.

5. CONTRACT PRICE: The Engineer's Estimate of the Contract Price is **\$500,000**. The Contractor shall not perform Work that exceeds the Engineer's Estimate excluding Allowances without prior written notice from the City that sufficient additional funding has been secured.

6. LICENSE REQUIREMENT: To be eligible for award of this contract, Prime contractor must possess the following licensing classification(s): **A**.

7. PREVAILING WAGE RATES: Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

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

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

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

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

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

- 7.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 7.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- 7.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- 7.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 7.11. List of all Subcontractors.** The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.
- 7.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The

Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

- 7.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)
- 7.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
- 7.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 7.11 above. (Labor code section 1773.3).

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/ecp/edocref/greenbook	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-05
CALTRANS Standard Plans https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 6 (CA MUTCD Rev 6) https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files	2014	PWPI060121-10
<p>NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

9. INSURANCE REQUIREMENTS:

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

10. SUBCONTRACTOR INFORMATION:

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

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

- 10.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the

listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

11. **SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-6, "TRADE NAMES" in The WHITEBOOK and as amended in the SSP.
12. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to the GREENBOOK and Special Provisions Section 3-2, "SELF-PERFORMANCE" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements shall render the Bid non-responsive and ineligible for award.
13. **PLANS AND SPECIFICATIONS:** When provided by the City, questions about the meaning or intent of the Contract Documents relating to the scope of Work and technical nature shall be directed to the City's Project Manager prior to commencement of work. Interpretations or clarifications considered necessary by the City in response to such questions will be issued in writing. Oral and other interpretations or clarifications will be without legal effect. Any questions related to this proposal shall be addressed to the Purchasing & Contracting Department, Public Works Division, 1200 3rd Ave., Suite 200, MS 56, San Diego, CA 92101, Telephone No. (619) 533-3450.
14. **SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
15. **PROPOSAL FORMS:** The signature of each person signing may be in longhand or in electronic format as specified by the City. The Contractor shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
 - 15.1. The Bidder, by submitting electronically, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this contract are true and correct.
16. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel this request for proposal at any time, and further reserves the right to reject submitted proposals, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Contractor as a result of preparing its proposal shall be the sole responsibility of the Contractor.
17. **AWARD OF CONTRACT OR REJECTION OF PROPOSALS:**
 - 17.1. This contract may be awarded to a contractor selected from the City's as-needed emergency contractors list or may be awarded to another contractor in case the list of available emergency contractors list is exhausted.

17.2. The City reserves the right to reject the proposal from the emergency list-selected contractor and request a proposal from the next contractor on the list when such rejection is in the best interests of the City.

18. THE CONTRACT: The Contractor shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance documents specified in 1-7.2, "Contract Bonds", and 5-4, "INSURANCE" within **3 Working Days** after receipt by the Contractor of a form of contract for execution unless an extension of time is granted to the Contractor in writing. Bonds shall be in amount of the Contract Price for the Work included in the Bid.

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

19. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Contractor shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms. The signing of the Contract shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Contract Documents.

20. CITY STANDARD PROVISIONS. This contract is subject to the following standard provisions. See The WHITEBOOK for details.

20.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.

20.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.

20.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.

20.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.

20.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.

20.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

20.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

- 21. DESIGN SUBMITTALS:** The City's review of the Design-Builder's Design Submittals shall not relieve the Design-Builder from its responsibilities under the Contract, or be deemed to be an acceptance or waiver by City of any deviation from, or of the Design-Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for acceptance by the Design-Builder and accepted by City. Where approval or acceptance by City is required, it is understood to be general approval only, and does not relieve the Design-Builder of responsibility for complying with all applicable laws and good professional practices as the Design-Builder shall be the Engineer of Record.
- 22. WRITTEN AUTHORIZATION:** Prior to performing any Professional Services in connection with the Project, the Contractor shall obtain from the City a written authorization to proceed. Further, throughout the term of this Contract, the Contractor shall immediately advise the City in writing of any anticipated change in the scope of services [**Section 1 - Description of Work**], compensation and rate schedule [**Exhibit N**], or Time Schedule [**Section 4 - Contract Time**], and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Contractor from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards.

**AGREEMENT
FOR
EMERGENCY DESIGN AND CONSTRUCTION SERVICES
BETWEEN
THE CITY OF SAN DIEGO
AND
TC CONSTRUCTION CO., INC.**

This Emergency Design and Construction Services Agreement (Agreement) is made and entered between THE CITY OF SAN DIEGO, herein called "City" and **TC CONSTRUCTION CO., INC.** herein called "Contractor", for the purpose of designing (when required) and performing emergency construction services for **2729 CAMINITO SAN PABLO EMERGENCY STORM DRAIN REPAIR**, Bid No. **K-22-2081-EMR-3**, in the amount of **\$500,000** at the direction of the City Engineer. The City and the Contractor are referred to herein as the "Parties."

RECITALS

- A. The City desires to construct the emergency project identified in Section 1, Description of Work.
- B. The City desires to contract with a single entity for Emergency Construction Services, as set forth in this agreement.
- C. The City had previously issued a Request for Qualifications (RFQ), via **RFQ K-18-1682- RFQ-3**, for on-call emergency construction services.
- D. In accordance with this RFQ, Contractors submitted Statements of Qualifications (SOQ) for these services from which the City established a pre-qualified list of the most highly qualified contractors to perform emergency construction services as directed by the City.
- E. In accordance with said RFQ, the Contractor submitted an SOQ and is prepared to enter into this agreement.
- F. The City has selected the Contractor from the City's list of on-call contractors to perform, either directly or with Subcontracts hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents.
- G. The Contractor is ready, willing, and able to perform the emergency design and construction services required as specified in the Scope of Work and Services section of this agreement and in accordance with the terms and conditions of this agreement and under the direction of the Engineer.

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

AGREEMENT

- A. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- B. Exhibits 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. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- E. This agreement incorporates the Standard Specifications for Public Works Construction (The 2021 GREENBOOK), including those amendments set forth in the City of San Diego Supplement (The 2021 WHITEBOOK). All changes, additions, or both are stated herein and all other provisions remain unchanged.
- F. The Contractor shall comply with City's Equal Opportunity Contracting Program Requirements set forth in the Contract Documents, Page 20.
- G. The Contractor, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Agreement can be executed.
- H. The Contractor shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. The Contractor shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City Municipal Code §22.3004.
- I. The Contractor's attention is directed to the provisions of the State of California Labor Code §1776 (Stats. 1978, Ch. 1249). The Contractor shall be responsible for the compliance with these provisions by Subcontractors.
- J. This contract is effective as of the date the City issued the Contractor a written notice to proceed (NTP), or the date of the last signatory below, whichever occurred first.
- K. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the allowed number of Working Days from the NTP as specified in the Notice of Award, unless authorized otherwise by the Engineer. Time is of essence for the completion of the Work and the Project has critical milestones to be met as listed in the Notice of Award.
- L. During the final design process (if any), if the Contractor modifies the Project such that a revision of the environmental document is required, the Contractor shall be responsible for all work required for implementing a revision, including preparation of revised documentation and

coordination with City staff. Work shall not proceed on the project until the environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents.

M. Prior to NTP or as required by the City, the Contractor shall:

1. File surety bonds with the City to be approved by the City in the amounts and for the purposes noted in the Notice Inviting Bids and
2. Obtain the required insurance in accordance with 5-4, "INSURANCE" and any additional insurance as may be specified in the Supplemental Special Provisions.

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Mara W. Elliott, City Attorney
By 

Print Name: Stephen Samara
Principal Contract Specialist
Purchasing & Contracting Dept.

Print Name: ANJANA POTTATHIL
Deputy City Attorney

Date: 5/13/2022

Date: 5-27-2022

CONTRACTOR

By 

Print Name: Austin Csmear

Title: President

Date: 4/18/22

City of San Diego License No.: B198700473

State Contractor's License No.: 402459

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

TC Construction Co., Inc. _____, a corporation, as principal, and

Liberty Mutual Insurance Company _____, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,
jointly and severally, to The City of San Diego a municipal corporation in the sum of **FIVE HUNDRED
THOUSAND DOLLARS (\$500,000)** for the faithful performance of the annexed contract, and in
the sum of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** for the benefit of laborers and
materialmen designated below.

Conditions:

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

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

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

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

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

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

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

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By: Stephen Samara

Mara W. Elliott, City Attorney
By: [Signature]

Print Name: Stephen Samara
Principal Contract Specialist
Purchasing & Contracting Dept.

Print Name: ANJANA POTTATHIL
Deputy City Attorney

Date: 5/13/2022

Date: 5-27-2022

CONTRACTOR

TC Construction Company, Inc.

SURETY

Liberty Mutual Insurance Company

By: [Signature]

By: [Signature]
Attorney-In-Fact

Print Name: Astin Cameron, President

Print Name: Tara Bacon

Date: 4/18/22

Date: April 18, 2022

790 The City Drive South, Suite 200
Orange, CA 92868

Local Address of Surety

Michael Forman (714) 634-5719

Local Phone Number of Surety

\$4,860.00

Premium

0242587117

Bond Number

Liberty Mutual Insurance Company

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)

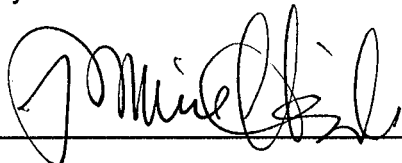
On April 19, 2022 before me, Minna Huovila, Notary Public
(insert name and title of the officer)

personally appeared Tara Bacon,
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.

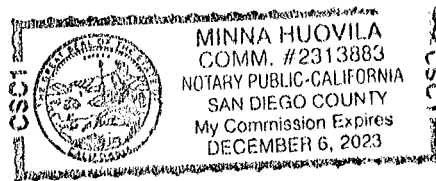
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206895-024019

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christopher Conte; Dale G. Harshaw; Geoffrey Shelton; Janice Martin; John R. Qualin; Lawrence F. McMahon; Lilia De Loera; Minna Huovila; Natassia Kirk-Smith; Ryan Warnock; Sarah Myers; Tara Bacon

all of the city of San Diego state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of December, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY

On this 8th day of December, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of April, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

1. This document sets forth the following specifications:
 - a) The City's general EOCP requirements for all Construction Contracts.
 - b) Special Provisions for Contracts subject to SLBE and ELBE requirements only.
2. Additional requirements may apply for state or federally funded projects.
3. These requirements shall be included as Contract provisions for all Subcontracts.
4. The City specified forms, instructions, and guides are available for download from the EOCP's web site at: <http://www.sandiego.gov/eoc/forms/index.shtml>

B. GENERAL.

1. The City of San Diego promotes equal employment and subcontracting opportunities.
2. The City is committed to ensuring that taxpayer dollars spent on public Contracts are not paid to businesses that practice discrimination in employment or subcontracting.
3. The City encourages all companies seeking to do business with the City to share this commitment.

C. DEFINITIONS.

1. For the purpose of these requirements: Terms "Bid" and "Proposal", "Bidder" and "Proposer", "Subcontractor" and "Subconsultant", "Contractor" and "Consultant", "Contractor" and "Prime Contractor", "Consultant" and "Professional Service Provider", "Suppliers" and "Vendors", "Suppliers" and "Dealers", and "Suppliers" and "Manufacturers" may have been used interchangeably.
2. The following definitions apply:
 - a) **Emerging Business Enterprise (EBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for EBEs on an annual basis and adjust as necessary to reflect changes in the marketplace.

- b) **Emerging Local Business Enterprise (ELBE)** - A Local Business Enterprise that is also an Emerging Business Enterprise.
- c) **Minority Business Enterprise (MBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.
- d) **Women Business Enterprise (WBE)** - A certified business that is at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.
- e) **Disadvantaged Business Enterprise (DBE)** - a certified business that is at least fifty-one percent (51%) owned by socially and economically disadvantaged individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners.
- f) **Disabled Veteran Business Enterprise (DVBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
- g) **Other Business Enterprise (OBE)** - Any business which does not otherwise qualify as a Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.
- h) **Small Business Enterprise (SBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for SBEs on an annual basis and adjust as necessary to reflect changes in the marketplace. A business certified as a Micro Business (MB) or a Disabled Veteran Business Enterprise (DVBE) by the State of

California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

- i) **Small Local Business Enterprise (SLBE)** - A Local Business Enterprise that is also a Small Business Enterprise.

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

- a) You, your Subcontractors, and Suppliers shall comply with the requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

You shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. You shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. You understand and agree that the violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions.

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

- b) **Disclosure of Discrimination Complaints.** As part of its Bid or Proposal, you shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against you in a legal or administrative proceeding alleging that you discriminated against your employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- c) Upon the City's request, You agree to provide to the City, within 60 Calendar Days, a truthful and complete list of the names of all Subcontractors and Suppliers that you have used in the past 5 years on any of your Contracts that were undertaken within the San Diego County, including the total dollar amount paid by you for each Subcontract or supply Contract.
- d) You further agree to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. You understand and agree that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against you up to and including contract termination, debarment, and other sanctions for the violation of the provisions of the Nondiscrimination in Contracting Ordinance. You further understand and agree that the procedures, remedies, and sanctions provided for in the

Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

1. You, your Subcontractors, and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

You shall not discriminate against any employee or applicant for employment on any basis prohibited by law. You shall provide equal opportunity in all employment practices. You shall ensure that your Subcontractors comply with this program. Nothing in this section shall be interpreted to hold you liable for any discriminatory practices of your Subcontractors.

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05) within 10 Working Days after receipt by the Bidder to the City for approval as specified in the Notice of Intent to Award letter.
3. The selected Bidder shall submit an Equal Employment Opportunity Plan if a Work Force Report is submitted and if the City determines that there are under-representations when compared to County Labor Force Availability data.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 - a) You shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all Sites and in all facilities at which your employees are assigned to Work.
 - b) You shall review your EEO Policy annually with all on-Site supervisors involved in employment decisions.
 - c) You shall disseminate and review your EEO Policy with all employees at least once a year, post the policy statement and EEO posters on all company bulletin boards and job sites, and document every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 - d) You shall review, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintain written documentation of these reviews.

- e) You shall discuss your EEO Policy Statement with Subcontractors with whom you anticipate doing business, including the EEO Policy Statement in your Subcontracts, and provide such documentation to the City upon request.
- f) You shall document and maintain a record of all Bid solicitations and outreach efforts to and from Subcontractors, contractor associations, and other business associations.
- g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.
- h) You shall disseminate your EEO Policy to union and community organizations.
- i) You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.
- j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- k) You shall maintain a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- l) You shall encourage all present employees, including people of color and women employees, to recruit others.
- m) You shall maintain all employment selection process information with records of all tests and other selection criteria.
- n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.
- o) You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.
- p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

F. SUBCONTRACTING.

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBES, and OBEs.
2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
 - a) "Field Orders" and "City Contingency" Bid items.
 - b) Alternate Bid items.
 - c) Allowance Bid items designated as "EOC Type II".
4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.
2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or \$10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).
3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency.
4. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.
5. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contracts Specialist, 1200 3rd Ave., Suite 200, MS 56, San Diego, CA 92101 with a copy to the Engineer.
3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.
4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
7. A Contractor whose Bid is accepted shall not:
 - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or its duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
 - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
 - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
 - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.

- iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
 - v. When you demonstrate to the City or its duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
 - vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.
 - vii. When the City, or its duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.
 - viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
 - ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
- b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or its duly authorized officer.
 - c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.
8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

I. PROMPT PAYMENT.

- 1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed

to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.

2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

1. The City will hold retention from you and will make prompt and regular incremental acceptances of portions, as determined by the Engineer, of the Work and pay retention to you based on these acceptances.
2. You or your Subcontractors shall return all monies withheld in retention from a Subcontractor within 30 Calendar Days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by the City.
3. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 Calendar Days may take place only for good cause and with the City's prior written approval. Any violation of this provision by you or your Subcontractor shall subject you or your Subcontractor to the penalties, sanctions, and other remedies specified in §7108.5 of the Business and Professions Code.
4. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a Subcontractor.

K. CERTIFICATION.

1. The City accepts certifications of DBE, DVBE, MBE, SMBE, SWBE, or WBE by any of the following certifying agencies:
 - a) Current certification by the State of California Department of Transportation (CALTRANS) as DBE, SMBE, or SWBE.

- b) Current MBE, WBE, or DVBE certification from the California Public Utilities Commission.
- c) DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- d) Current certification by the City of Los Angeles as DBE, WBE, or MBE.
- e) Subcontractors' valid proof of certification status (copies of MBE, WBE, DBE, or DVBE certifications) shall be submitted as required.

L. CONTRACT RECORDS AND REPORTS.

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
 - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

THESE SPECIAL PROVISIONS SUPPLEMENT THE POLICIES AND REQUIREMENTS ESTABLISHED BY THE CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM SPECIFIED IN THE CITY'S GENERAL EOCP REQUIREMENTS.

A. GENERAL.

1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
2. The City is committed to maximizing subcontracting opportunities for all qualified and available firms.
3. This policy applies to City-funded construction contracts. Bidders shall be fully informed of this policy as set forth in these specifications. Mandatory or voluntary subcontracting percentages, Bid Discounts, and restricted competitions are specified in the Contract Documents.
4. You shall make subcontracting opportunities available to a broad base of qualified Subcontractors and shall achieve the minimum SLBE-ELBE Subcontractor participation identified for your project.
5. Failure to subcontract the specified minimum (mandatory) percentages of the Bid to qualified available SLBE-ELBE Subcontractors will cause a Bid to be rejected as non-responsive unless the Bidder has demonstrated compliance with the affirmative steps as specified in the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" and has submitted documentation showing that all required positive efforts were made prior to the Bid submittal due date. The required Good Faith Effort (GFE) documentation shall be submitted to the Contract Specialist. The instructions for completing the good faith effort submittal can be found on the City's website:
<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>
6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:
<http://www.sandiego.gov/eoc/programs/slbe.shtml>
7. These requirements may be waived, at the City's sole discretion, on projects deemed inappropriate for subcontracting participation.

B.

DEFINITIONS.

1. The following definitions shall be used in conjunction with these specifications:

- a) **Bid Discount** – Additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms.
- b) **Commercially Useful Function** – An SLBE-ELBE performs a commercially useful function when it is responsible for the execution of the Work and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the SLBE-ELBE shall also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

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

- c) **Good Faith Efforts (GFE)** – Documentation of the Bidder’s intent to comply with SLBE Program goals and procedures included in the City’s SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City’s EOCP website or the Contract Specialist.
- d) **Independently Owned, Managed, and Operated** – Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.
- e) **Joint Venture** – An association of two or more persons or business entities that is formed for the single purpose of carrying out a single defined business enterprise for which purpose they combine their

capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

- f) **Local Business Enterprise (“LBE”)** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.
- g) **Minor Construction Program** – A program developed for bidding exclusively among SLBE-ELBE Construction firms.
- h) **Principal Place of Business** – A location wherein a firm maintains a physical office and through which it obtains no less than 50% of its overall customers or sales dollars.
- i) **Protégé** – A firm that has been approved and is an active participant in the City’s Mentor-Protégé Program and that has signed the required program participation agreement and has been assigned a mentor.
- j) **Significant Employee Presence** – No less than 25% of a firm’s total number of employees are domiciled in San Diego County.

C. SUBCONTRACTOR PARTICIPATION.

- 1. For the purpose of satisfying subcontracting participation requirements, only 1st tier SLBE–ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
 - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Bid due date.
 - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
 - c) If the Bidder is seeking the recognition of materials, supplies, or both towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA40 – Named Equipment/Material Supplier List with the Bid the following:
 - i. If the materials or supplies are obtained from a SLBE-ELBE manufacturer, the Bidder will receive 100% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies,

articles, or equipment required under the Contract and of the general character described by the specifications.

- ii. If the materials or supplies are obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation a Supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.
 - iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.
- d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 – List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:
- i. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.

- ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.
- iii. The SLBE-ELBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- iv. The SLBE-ELBE may lease trucks from another SLBE-ELBE firm including an owner-operator who is certified as a SLBE-ELBE. The SLBE-ELBE who leases trucks from another SLBE-ELBE receives credit for the total value of the transportation services the lessee SLBE-ELBE provides on the contract.
- v. The SLBE-ELBE may also lease trucks from a non-SLBE-ELBE firm, including an owner-operator. The SLBE-ELBE who leases trucks from a non-SLBE-ELBE is entitled to credit for the total value of transportation services provided by non-SLBE-ELBE lessees not to exceed the value of transportation services provided by SLBE-ELBE owned trucks on the contract. Additional participation by non-SLBE-ELBE lessees receive credit only for the fee or commission it receives as a result of the lease arrangement.
- vi. A lease shall indicate that the SLBE-ELBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SLBE-ELBE so long as the lease gives the SLBE-ELBE absolute priority for use of the leased truck.

D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

- 1. Contracts valued at \$1,000,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
 - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
 - b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
 - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.

2. Contracts Valued over \$500,000 and under \$1,000,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
 - a) 5% bid discount for SLBE-ELBE firms.
 - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.
 - c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.
 - d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
 - e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.
3. Contracts valued over \$250,000 up to \$500,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
4. Contracts valued at \$250,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

E. JOINT VENTURES.

1. The City may allow for Joint Venture bid discounts on some Contracts. Contracts that allow for Joint Venture bid discounts will be designated in Bid documents. A firm that is bidding or competing for City Contracts may partner with a certified SLBE or ELBE to compete for Contracts as a Joint Venture.
2. A Joint Venture shall be between two entities with the same discipline or license as required by the City. Joint ventures will receive bid discounts depending on the SLBE or ELBE percentage of participation. To be eligible for a discount, a Joint Venture Agreement shall be approved by the City at the time of Bid submittal. The maximum allowable discount shall be 5%. The parties shall agree to enter in the relationship for the life of the projects.
3. Joint Venture shall submit a Joint Venture Management Plan, a Joint Venture Agreement, or both at least 2 weeks prior to the Bid due date. Copies of the

Joint Venture applications are available upon request to the Contract Specialist. Each agreement or management plan shall include the following:

- a) Detailed explanation of the financial contribution for each partner.
 - b) List of personnel and equipment used by each partner.
 - c) Detailed breakdown of the responsibilities of each partner.
 - d) Explanation of how the profits and losses will be distributed.
 - e) Description of the bonding capacity of each partner.
 - f) Management or incentive fees available for any one of the partners (if any).
4. Each Joint Venture partner shall perform a Commercially Useful Function. An SLBE or ELBE that relies on the resources and personnel of a non-SLBE or ELBE firm will not be deemed to perform a Commercially Useful Function.
 5. Each Joint Venture partner shall possess licenses appropriate for the discipline for which a proposal is being submitted. If a Joint Venture is bidding on a single trade project, at the time of bid submittal, each Joint Venture partner shall possess the requisite specialty license for that trade bid.
 6. The SLBE or ELBE partner shall clearly define the portion of the Work to be performed. This Work shall be of the similar type of Work the SLBE or ELBE partner performs in the normal course of its business. The Joint Venture Participation Form shall specify the Bid items to be performed by each individual Joint Venture partner. Lump sum Joint Venture participation shall not be acceptable.
 7. Responsibilities of the SLBE or ELBE Joint Venture Partner:
 - a) The SLBE or ELBE partner shall share in the control, management responsibilities, risks and profits of the Joint Venture in proportion with the level of participation in the project.
 - b) The SLBE or ELBE partner shall perform Work that is commensurate with its experience.
 - c) The SLBE or ELBE partner shall use its own employees and equipment to perform its portion of the Work.
 - d) The Joint Venture as a whole shall perform Bid items that equal or exceed 50% of the Contract Price, excluding the cost of manufactured items, in order to be eligible for a Joint Venture discount.

F. MAINTAINING PARTICIPATION LEVELS.

1. Credit and preference points are earned based on the level of participation proposed prior to the award of the Contract. Once the Project begins you shall achieve and maintain the SLBE-ELBE participation levels for which credit and

preference points were earned. You shall maintain the SLBE-ELBE percentages indicated at the Award of Contract and throughout the Contract Time.

2. If the City modifies the original Scope of Work, you shall make reasonable efforts to maintain the SLBE-ELBE participation for which creditor preference points were earned. If participation levels will be reduced, approval shall be received from the City prior to making changes.
3. You shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE-ELBE Subcontractor. Failure to do so shall constitute a material breach of the Contract.
4. If you fail to maintain the SLBE-ELBE participation listed at the time the Contract is awarded and have not received prior approval from the City, the City may declare you in default and will be considered grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

1. Documentation of your subcontracting efforts will be reviewed by EOCP to verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCP review is based on the federal “Six Good Faith Efforts” model.
2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City’s Public Works procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
 - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
 - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for Bids or proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Bid or Proposal due date.
 - c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.
 - d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.

- e) Use the services and assistance of the City's EOC Office and the SLBE-ELBE Directory.
- f) If you award subcontracts, require your Subcontractors to take the steps listed above.

H. GOOD FAITH EFFORT DOCUMENTATION.

- 1. If the specified SLBE-ELBE Subcontractor participation percentages are not met, you shall submit information necessary to establish that adequate GFEs were taken to meet the Contract Subcontractor participation percentages. See the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL." The instructions for completing the good faith effort submittal can be found on the City's website:

<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>

I. SUBCONTRACTOR SUBSTITUTION.

- 1. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment. This section does not replace applicable California Public Contract Code.

J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

- 1. Falsification or misrepresentation of a sub-agreement as to company name, Contract amount or actual Work performed by Subcontractors, or any falsification or fraud on the part your submission of documentation and forms pursuant to this program, will result in sanctions against you including assessment of penalty fines, termination of the Contract, or debarment. Instances of falsification or fraud which are indicative of an attempt by you to avoid subcontracting with certain categories of Subcontractors on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability shall be referred to the Equal Opportunity Contracting Program's Investigative Unit for possible violations of Article 2, Division 35 of the City Administrative Code, §§22.3501 et seq. (Nondiscrimination in Contracting).

K. RESOURCES.

- 1. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:

<http://www.sandiego.gov/eoc/programs/slbe.shtml>

EXHIBIT A

DRUG-FREE WORKPLACE CERTIFICATION

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

EXHIBIT B

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

EXHIBIT C

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

EXHIBIT D

EQUAL BENEFITS ORDINANCE CERTIFICATION

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

EXHIBIT E

PRODUCT ENDORSEMENT

CONTRACTOR CERTIFICATION

PRODUCT ENDORSEMENT

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

EXHIBIT F

AFFIDAVIT OF DISPOSAL

AFFIDAVIT OF DISPOSAL

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

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

2729 CAMINITO SAN PABLO EMERGENCY STORM DRAIN REPAIR

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-22-2081-EMR-3**; SAP No. (WBS) **B-22096**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

_____ Contractor

by

ATTEST:

State of _____

County of _____

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

Notary Public in and for said County and State

EXHIBIT G

**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 H

COVID-19 VACCINATION ORDINANCE

CERTIFICATION OF COMPLIANCE

CONTRACTOR CERTIFICATION

COVID-19 VACCINATION ORDINANCE

CERTIFICATION OF COMPLIANCE

I hereby certify that I am familiar with the requirements of San Diego Ordinance No. O-21398 implementing the City's Mandatory COVID-19 Vaccination Policy.

TERMS OF COMPLIANCE

The City's Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires ALL City contractors, who interact in close contact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
3. "Close contact" means a City contractor is **within 6 feet** of a City employee for a **cumulative total of 15 minutes or more over a 24-hour period** (for example, three individual 5-minute exposures for a total of 15 minutes).
4. City contractors who interact in close contact with City employees must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
5. City contractors with employees or subcontractors who interact in close contact with City employees must certify that those members of their workforce, and subcontractors regardless of tier, who work indoors at a City facility, are fully vaccinated and that the City contractor has a program to track employee compliance.
6. City contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.

EXHIBIT I

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

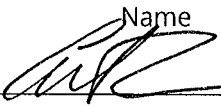
CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: T C Construction Company, Inc.

Certified By Austin Cameron Title President


 Name
 Signature

Date 4-15-22

USE ADDITIONAL FORMS AS NECESSARY

EXHIBIT J

MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
T C Construction Company, Inc.		N/A	
Street Address	City	State	Zip
10540 Prospect Ave	Santee	CA	92071
Contact Person, Title		Phone	Fax
Austin Cameron, President		619-448-4560	619-448-3341

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:

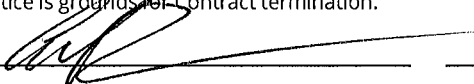
- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
- or directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Austin Cameron	President
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	N/A
Interest in the transaction	
40% Owner	

Name	Title/Position
Darren Tharp	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
Alpine, CA	N/A
Interest in the transaction	
10% 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.

Austin Cameron, President		4-15-22
Print Name, Title	Signature	Date

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

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
T C Construction Company, Inc.		N/A	
Street Address	City	State	Zip
10540 Prospect Ave	Santee	CA	92071
Contact Person, Title		Phone	Fax
Austin Cameron, President		619-448-4560	619-448-3341

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:

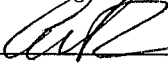
- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Chad Cameron	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	N/A
Interest in the transaction	
20% Owner	

Name	Title/Position
Robert Kostyrka	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	N/A
Interest in the transaction	
10% 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.

Austin Cameron, President		4-15-22
Print Name, Title	Signature	Date

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

EXHIBIT K

FORMS

LIST OF SUBCONTRACTORS

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓑ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Geocon</u> Address: <u>6960 Flanders Dr</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92121</u> Phone: <u>858-558-6900</u> Email: <u>lyclon@gcoconinc.com</u>	Designer	1 00007083	N/A	Soils Compaction Testing & Observation	\$ 2,635	N/A	N/A	N/A
Name: <u>Casper Company</u> Address: <u>3825 Bancroft Dr</u> City: <u>Spring Valley</u> State: <u>CA</u> Zip: <u>91977</u> Phone: <u>619-581-6000</u> Email: <u>Shanna@caspercompany.com</u>	Constructor	100002917	478960	Disposal Services	\$ 1,030	N/A	N/A	N/A

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

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

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

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

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

LIST OF SUBCONTRACTORS

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓑ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Affordable Pipeline Serv</u> Address: <u>8340 Juniper Creek Lane</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92124</u> Phone: <u>858-689-4000</u> Email: <u>shenson@affordablein.com</u>	Constructor	100001091615	790919	CCTV	\$1,220	SLBE	City of San Diego	N/A
Name: <u>Rust & Sons Trucking</u> Address: <u>15353 Old Hwy 80</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>619-443-9364</u> Email: <u>tanner@rustandsons.com</u>	Constructor	10000438651	N/A	Trucking	\$5,071	N/A	N/A	N/A

- ⓐ As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ⓑ As appropriate, Bidder shall indicate if Subcontractor is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

LIST OF SUBCONTRACTORS

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓑ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Arborwell</u> Address: <u>2337 American Ave</u> City: <u>Hayward</u> State: <u>CA</u> Zip: <u>94543</u> Phone: <u>510-606-1221</u> Email: <u>tsimmons@arborwell.com</u>	Constructor	10008163484	1078191	Tree Removal	\$17,860	N/A	N/A	N/A
Name: <u>McGrath Consulting</u> Address: <u>P.O. Box 2488</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>619-443-3811</u> Email: <u>mwmc@mcswpp.com</u>	Designer	1000037165	N/A	WPCP	\$1200	ELBE	City of San Diego	N/A

- ⓐ As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ⓑ As appropriate, Bidder shall indicate if Subcontractor is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®
Name: <u>Superior Ready Mix</u> Address: <u>1564 W Mission Rd</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>760-745-0558</u> Email: <u>aveldecamp@superiorrm.com</u>	Supplier	\$ 2,116	yes	Yes	N/A	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

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 who have been debarred or suspended are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving contract awards, executing contracts, participating as a subcontractor, employee, agent or representative of another person contracting with the City.</i>

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
Austin Cameron	President
Darren Tharp	Vice President
Jack Gieffels	Secretary/Treasurer
Terry Cameron	CEO

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.

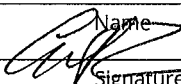
The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- 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: T C Construction Company, Inc.

Certified By Austin Cameron Title President
Name

Signature Date 4-15-22

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

DEBARMENT AND SUSPENSION CERTIFICATION

EFFECT OF DEBARMENT OR SUSPENSION
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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
ChadCameron	Vice President
Robert Kostyrka	Vice President

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.

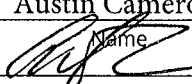
The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- 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: T C Construction Company, Inc.

Certified By Austin Cameron Title President
Name

Signature Date 4-15-22

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

Names of the Principal individual owner(s)
FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS

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
McGrath Consulting	Michael McGrath - President/CEO

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
A-1 Pumpcrete	Tim Regan - President

SUBCONTRACTOR SUPPLIER MANUFACTURER

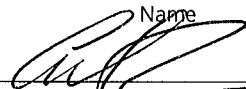
NAME	TITLE
Geocon	John Hoobs - President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Casper Company	Roger Casper - CEO
	Ken Ringer - V.P.
	Bill Hitchcock - President
	Greg Casper - V.P.
	Steve Casper - V.P.

Contractor Name: T C Construction Company, Inc.

Certified By Austin Cameron Title President


 Signature _____ Date 4-15-22

USE ADDITIONAL FORMS AS NECESSARY

Names of the Principal individual owner(s)
FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS

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
Affordable Pipeline Service	Craig Post - President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Rust & Sons Trucking	Tory Rust - President

SUBCONTRACTOR SUPPLIER MANUFACTURER

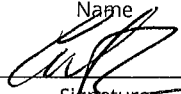
NAME	TITLE
Arborwell	CI (Quercus) Intermediate Holdings, LLC

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Superior Ready Mix	J. Brower Investments - Partner

Contractor Name: T C Construction Company, Inc.

Certified By Austin Cameron Title President


 Name _____ Date 4-15-22
 Signature _____

USE ADDITIONAL FORMS AS NECESSARY

Names of the Principal individual owner(s)
FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS

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
Bob Turner's Crane Service, Inc.	Bob Turner - owner

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

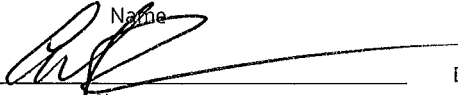
NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: T C Construction Company, Inc.

Certified By Austin Cameron Title President


 Name _____ Date 4-15-22
 Signature _____

USE ADDITIONAL FORMS AS NECESSARY



EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

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

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

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

Name of Company: TC Construction Company, Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 10540 Prospect Ave

City: Santee County: San Diego State: CA Zip: 92071

Telephone Number: (619)448-4560 Fax Number: (619) 448-3341

Name of Company CEO: Austin Cameron

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

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Construction Type of License: A,C 21

The Company has appointed: Angel Montenegro

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

Address: 10540 Prospect Ave Santee CA 92071

Telephone Number: (619)448-4560 Fax Number: (619)219-3725 Email: amontenegro@tcincsd.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of TC Construction Company, Inc.
(Firm Name)

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

herein is true and correct. This document was executed on this 9th day of December, 2021



(Authorized Signature)

Angel Montenegro

(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: TC Construction Company, Inc.

DATE: 12/9/21

OFFICE(S) or BRANCH(ES): Santee

COUNTY: San Diego

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1		1						7	1		
Professional			2	1	1						6	3	1	
A&E, Science, Computer														
Technical														
Sales														
Administrative Support			1								1	8		
Services														
Crafts			3								5			
Operative Workers	1		4					1			5			1
Transportation														
Laborers*			2									1		

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

Totals Each Column	1		13	1	2			1			24	13	1	1
--------------------	---	--	----	---	---	--	--	---	--	--	----	----	---	---

Grand Total All Employees 57

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: TC Construction Company, Inc.

DATE: 12/9/21

OFFICE(S) or BRANCH(ES): Santee

COUNTY: San Diego

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

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

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

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters			7									3		
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers	5		33		1		1					8		1
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers			3									11		
Glaziers														
Helpers; Construction Trade	3		9		1							4		1
Millwrights														
Misc. Const. Equipment Operators			30				1					23		
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters			19									10		
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers			2									2		
Workers, Extractive Crafts, Miners														

Totals Each Column	8		103		2		2					61		2
--------------------	---	--	-----	--	---	--	---	--	--	--	--	----	--	---

Grand Total All Employees 178

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

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

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

¹ One San Diego County (or Most Local County) Work Force –

Mandatory in most cases

² Branch Work Force *

³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches.*

Combine WFRs if more than one branch per county.

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories – Administration

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

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers

Business Operations Specialists

Financial Specialists

Operations Specialties Managers

Other Management Occupations

Top Executives

Professional

Art and Design Workers

Counselors, Social Workers, and Other Community and Social Service Specialists

Entertainers and Performers, Sports and Related Workers

Health Diagnosing and Treating Practitioners

Lawyers, Judges, and Related Workers

Librarians, Curators, and Archivists

Life Scientists

Media and Communication Workers

Other Teachers and Instructors

Postsecondary Teachers

Primary, Secondary, and Special Education School Teachers

Religious Workers

Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers

Computer Specialists

Engineers

Mathematical Science Occupations

Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians

Health Technologists and Technicians

Life, Physical, and Social Science Technicians

Media and Communication Equipment Workers

Sales

Other Sales and Related Workers

Retail Sales Workers

Sales Representatives, Services

Sales Representatives, Wholesale and Manufacturing

Supervisors, Sales Workers

Administrative Support

Financial Clerks

Information and Record Clerks

Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers

Other Education, Training, and Library Occupations

Other Office and Administrative Support Workers

Secretaries and Administrative Assistants

Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers

Cooks and Food Preparation Workers

Entertainment Attendants and Related Workers

Fire Fighting and Prevention Workers

First-Line Supervisors/Managers, Protective Service Workers

Food and Beverage Serving Workers

Funeral Service Workers

Law Enforcement Workers

Nursing, Psychiatric, and Home Health Aides

Occupational and Physical Therapist Assistants and Aides

Other Food Preparation and Serving Related Workers

Other Healthcare Support Occupations

Other Personal Care and Service Workers

Other Protective Service Workers

Personal Appearance Workers

Supervisors, Food Preparation and Serving Workers

Supervisors, Personal Care and Service Workers

Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers

Electrical and Electronic Equipment Mechanics,
Installers, and Repairers

Extraction Workers

Material Moving Workers

Other Construction and Related Workers

Other Installation, Maintenance, and Repair
Occupations

Plant and System Operators

Supervisors of Installation, Maintenance, and Repair
Workers

Supervisors, Construction and Extraction Workers

Vehicle and Mobile Equipment Mechanics, Installers,
and Repairers

Woodworkers

Operative Workers

Assemblers and Fabricators

Communications Equipment Operators

Food Processing Workers

Metal Workers and Plastic Workers

Motor Vehicle Operators

Other Production Occupations

Printing Workers

Supervisors, Production Workers

Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers

Other Transportation Workers

Rail Transportation Workers

Supervisors, Transportation and Material Moving
Workers

Water Transportation Workers

Laborers

Agricultural Workers

Animal Care and Service Workers

Fishing and Hunting Workers

Forest, Conservation, and Logging Workers

Grounds Maintenance Workers

Helpers, Construction Trades

Supervisors, Building and Grounds Cleaning and
Maintenance Workers

Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons

Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers

Floor Layers, except Carpet, Wood and Hard Tiles

Floor Sanders and Finishers

Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers

Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers

Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction

Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters

Carpenters

Electricians

Painters, Paperhangers, Plasterers and Stucco

Pipelayers, Plumbers, Pipefitters and Steamfitters

Roofers

All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers

Mechanical Door Repairers

Control and Valve Installers and Repairers

Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators

Pile-Driver Operators

Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance

Paperhangers

Pipelayers and Plumbers

Pipelayers

Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers

Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

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).**

Prime Contractor Name: TC Construction Company Inc

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: <u>Bob Turner's Crane Serv. Inc.</u> Address: <u>12101 Hwy 67</u> City: <u>Lakeside</u> State: <u>CA</u> Zip: <u>92040</u> Phone: <u>619 443-5887</u> Email: <u>mdrosis@bobscrane.com</u>	<u>Constructor</u>	<u>1000008256</u>	<u>971800</u>	<u>Crane</u>
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 **

EXHIBIT L

SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2021 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.
 - b) General Provisions (B) for Design-Build and Multiple Award Construction Contracts.

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

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 55, "Normal Working Hours", ADD the following:

The **Normal Working Hours** are **7:00 AM** to **5:00 PM**.

SECTION 2 - SCOPE OF THE WORK

- 2-8 EXTRA WORK.** To the "WHITEBOOK", ADD the following:

2. Compensation for "Time-and-Material" emergency Contracts.
 - a) You will be compensated for charges directly associated with the project. staff
 - b) Any invoiced off site work shall include a summary of work.
 - c) Mark up for off site work shall be the same as on site work.

SECTION 3 – CONTROL OF THE WORK

- 3-10 SURVEYING.** To the "GREENBOOK" and "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 3-10 SURVEYING (DESIGN-BUILD).**

- 3-10.1 General.**

1. You shall provide all required site layout not specified in this section.
2. Unless surveying services are provided by the City, only the Design Firm, not the Contractor, shall be allowed to hire a Licensed Land Surveyor or a

Registered Civil Engineer authorized to practice land surveying within the State of California to provide all surveying services needed for the design, and if requested by the City, also for the construction activities required for the completion of the Project. Surveying services include, but are not limited to: land, aerial, topographic and construction.

3. If requested by the City, the Design Firm shall submit a letter to the City's Project Manager identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the design and/or construction phase survey services for the Project.
4. Where applicable, notify the City in writing at least 2 Working Days prior to requesting survey services to be provided by the City.
5. The Design Firm is responsible for performing and meeting the accuracy of surveying standards adequate for design and construction through the Design Firm's Licensed Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.
6. All Survey Services deliverables shall be submitted per the City's CADD Standards and pertinent Public Works Department Engineering Deliverable specifications.

<https://www.sandiego.gov/ecp/edocref/drawings>
7. All Survey Services and deliverables which reveal non-compliance with the requirements of the Construction Documents and standards shall be corrected as deemed necessary by the City at the Design-Builder's expense.
8. Where Survey Services are provided by the City, all construction survey stakes, control points, and other survey related marks shall be preserved for the duration of the Project. If any construction survey stakes, control points, or other survey related marks are lost or disturbed and need to be replaced, such replacement shall be performed at the Design-Builder's expense.
9. The City's Land Survey Section (LSS) shall be notified a minimum of 2 Working Days (large projects may require more) before any ground is to be disturbed within the City of San Diego (concrete, asphalt, or dirt). The LSS may need to inspect the site and provide monumentation information.

3-10.2 Monument Perpetuation.

1. Monument Perpetuation, including mark-outs, will be performed by the City Public Works Engineering Support & Technical Services Division's (ES&TS),

Land Survey Section (LSS), unless otherwise noted. You are responsible for requesting the coordination of these services.

2. If at any time a monument will be destroyed or covered, such monument shall be perpetuated in accordance with state law. Inform the LSS, via project Resident Engineer, if any monument will be destroyed or covered during any construction activity.

3-10.3 Line and Grade.

1. The Work shall conform to the lines, elevations, and grades shown on the Plans. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the City's PM. In the absence of such report, the Surveyor shall be responsible for any error in the grade of the Work.
2. Grades for underground conduits will be set at the surface of the ground. The Design-Builder shall transfer them to the bottom of the trench.

3-10.4 Topographic and Monument Survey – Preliminary Design.

1. Topographic field survey shall include all existing ground surface topography, fencing, hardscape, utilities, roadway surface, and curb returns within the delineated mapping limit. Monument survey shall include the sufficient collection of existing record survey monuments to perform right-of-way (ROW) analysis along within subject mapping limits.
2. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).
<https://www.nspss.com/page/ALTANSPPStandards>
3. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per Record of Survey Map No. 14492 (ROS 14492). It is required to tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three mile radius. Horizontal control measurements shall be collected in conformance with the local standard of practice.
4. Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (*) in the City Benchmark book are not to be used together for Vertical Control – common adjustment sets are to be used.
5. All topographic field survey data shall be collected using conventional survey methods utilizing total station instrumentation.
6. Deliverables.
 - a) Horizontal and Vertical Control.

- i. Completed Calibration sheet as provided indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.
- b) Field Data.
 - i. Data collected as points and break lines to define a proper DTM if requested outside of aerial mapping.
 - ii. Includes utilities collected on surface as required.
 - iii. Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
 - iv. Includes record monument points.
 - v. Data collector project files.
 - vi. Raw (unedited) data file.
 - vii. Project file.
 - viii. Point comma delimited text file formatted.
- c) Topography.
 - i. Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) of all field collected survey points.
 - The contours produced from the surface digital terrain model (dtm) shall meet or exceed ASPRS 90 standards where 68% (1σ) of the contours tested fall within $1/3$ contour interval. Any point tested that is more than 3σ out shall be regarded as a blunder. These standards closely parallel the familiar National Map Accuracy Standards.
- d) Records Research.
 - i. All public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.
 - City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
 - After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.
- e) Survey Monument Measurements.
 - i. All found monuments located within, or near, the survey limits shall be searched and measured. Sufficient additional

monuments to control all boundaries extending from the survey limits shall be tied (i.e. block corners, Points of Curve etc.) to the next available survey monument past the survey limits.

- All Monuments found shall be described with details as to what was found along with identifying number.

3-10.5 Monument Search, Field Boundary Survey and Boundary Analysis – Right-of-Way (ROW) Mapping.

1. The monument survey, for each designated site, shall be of sufficient coverage and quality for a Right-of-Way boundary analysis performed and provided in conformance with City CADD standards.
2. Surveyor shall deliver to the City all requested survey information and CADD data, as specified below, upon completion of the Monument Survey and Boundary Analysis.
3. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).

<https://www.nspss.com/page/ALTANSPPSStandards>

4. Field monument survey to be performed and provided in conformance with City CADD standards.
5. Field Measurements shall be collected in conformance the local standard of practice.
6. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet units, per City of San Diego Record of Survey Map No. 14492 (ROS 14492). All Project survey control shall be based upon field-tied measurements to a Horizontal First Order monument as shown on ROS 14492. Where existing First Order monument cannot be recovered or located within a 3-mile radial distance from the project site a Horizontal Second-Order Monument may be used as Project survey basis. The Project vertical control datum shall be based on NGVD29 per benchmarks identified in the City of San Diego Vertical Control Bench Book (Bench Book). All Project benchmarks shall be selected from a common Bench Book source group:
 - a) Benchmarks with elevations updated per U.S.C.G.S adjustment of 1970, identified with an asterisk (*).
 - b) Benchmarks not adjusted per the 1970 adjusted values (non-asterisked identifiers).

7. Deliverables.
 - a) Horizontal and Vertical Control.
 - i. Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.
 - b) Field Data.
 - i. Complete, Correct CADD file in conformance with City CADD Standards and industry standards.
 - Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
 - Includes Monument points covering the area of work.
 - ii. Data collector project files.
 - Raw (unedited) data file.
 - Project file.
 - Point comma delimited text file.
 - c) Records Research.
 - i. If requested, all public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.
 - ii. City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
 - d) Boundary Ties
 - i. All monuments within the survey limits shall be searched and tied if found. Sufficient additional monuments to control all boundaries extending from the survey limits shall be tied (i.e. Block Corners, Points of Curve etc.) to the next available survey monument past the survey limits.
 - All Monuments found shall be described details as to what was found along with identifying number.

3-10.6 Field Monument Survey and Topographic Utility Survey.

1. The right-of-way monumentation survey data shall be provided to the City.
2. Surveyor shall perform a right-of-way monument survey and existing utility survey (locating feature centers). Surveyor shall also collect ground surface topography over any aerial obscured areas.

3. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).

<https://www.nspss.com/page/ALTANSPPStandards>

4. Field Measurements shall be collected in conformance with the local standard of practice.

5. Project Horizontal and Vertical Control.

- a) The Horizontal and Vertical Control for this project shall be based on the same datum, basis of bearing, calibration and benchmark as used for the Aerial Survey.
- b) Horizontal Control Shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per ROS 14492. It is required to tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three mile radius.
- c) Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (*) in the City Benchmark book are not to be used together for Vertical Control – common adjustment sets are to be used.
- d) If adjacent City projects have been found and are included in the research packages, measurements to a minimum of 3 common control or ROW points shall be made for evaluation and consistency between projects. These projects can be used for establishing common horizontal or vertical control, joining or adding to existing data, and/or as an inventory of survey monuments for search purposes.

6. Deliverables.

- a) Horizontal and Vertical Control.
 - i. Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey. The horizontal and vertical control shall be set by the Surveyor that's issued the first Notice to Proceed.
- b) Field Data.
 - i. Data collected as points and break lines to define a proper DTM beyond the identified mapping limits if requested.
 - ii. Include utilities collected on surface as required.
 - iii. Include horizontal control points from ROS 14492 to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.

- iv. Include Monument points covering the area of work.
 - v. Data collector project files.
 - Raw (unedited) data file.
 - Project file.
 - Point data text file in “comma delimited format”.
 - vi. CADD File.
 - A digital design file displaying all field work, existing right-of-way monuments, and utility feature data per City CADD standards. The design file shall be complete, correct, and free of duplicate elements.
 - The following data shall be included in the electronic mapping file: Name of Design/Engineering Firm and/or Surveyor doing the project, Company Logo (if available), Name of project, Work order number, Date & Scale.
 - Include right-of-way monument elements.
 - Use appropriate levels and attributes for all elements to meet City of San Diego CADD Standards.
- c) Topography
- i. Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) as a result of the geometry report of the final .ALG file.
 - ii. Use appropriate levels and attributes for all elements to meet City of San Diego CADD Standards.
- d) Records Research.
- i. If requested, all public or private records acquired to assist with right-of-way monument collection.
 - ii. City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
 - iii. After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.
- e) Right-of-Way Monument Survey Locations
- i. All monuments within the survey limits shall be searched and located if found. Sufficient additional monuments to control all boundaries extending from the survey limits shall be located

to facilitate LSS ROW Mapping (i.e. block corners, points of curve, and etc.).

- All found survey monuments shall describe the character and identifying reference marks.
 - City survey notes and City drawings can be provided, as applicable.
- f) The appropriate City of San Diego cell library (V8 City existing.cel), font resource file (V8 City font.rsc), color table (V8 City color.tbl), line style (V8 City Line style.rsc), level scheme, and seed file parameters are to be used for placement of all elements in the design files, with strict adherence to "Working Units" and seed file "Global Origin". Base map level schemes are attached. A CD containing the most current version of the above seed files, cell libraries and font resource files will be provided, if needed, upon request.

3-10.7 Construction Survey/Staking.

1. Construction staking surveying shall be performed with the standards customarily adhered to by an experienced and competent land surveying firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City is required, it is understood to be general approval only and shall not relieve the Design Firm of their responsibility to comply with all applicable laws, codes, and good consulting practices.
2. Field Measurements shall comply with the local standards of practice. All construction staking with a gradient of less than 1.5% shall be performed by a total station survey instrument. Gradients less than 0.2% shall require a level run prior to construction, and all said services shall be performed by the Surveyor.
3. The following are minimum requirement guidelines for various types of staking:
 - a) Limits of work 50-foot maximum interval.
 - b) Limits of Demolition 50-foot maximum interval.
 - c) Rough grade stakes 50-foot maximum interval.
 - d) Finish grade stakes 50-foot maximum interval.
 - e) Slope staking at 50-foot maximum interval.
 - f) Contour staking @ 50-foot maximum interval.
 - g) Curb stakes with offset to face of curb, and grade to top of curb with 50-foot maximum interval.
 - h) Storm drain at 50-foot maximum interval where grade exceeds 1%.
 - i) Sewer lines at 50-foot maximum interval where grade exceeds 1%.

- j) Water lines at 50-foot' maximum interval offset to near curb face (no grades – minimum cover).
- k) Dry utilities at 50-foot maximum interval where grade exceeds 1%.
- l) Construction staking involving horizontal and vertical curves shall be staked at 25-foot maximum intervals, and further densification for deltas on applicable curb returns and pipe joints.
- m) Storm Drain inlet stakes shall be on face of curb produced, and on string line grade.
- n) Walls staked at footing breaks, with station interval of 25-foot maximum intervals.
- o) Buildings – offsets to outside face of wall.
- p) Bridge abutments and bents on opposing sides.

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 and defense duties set forth in the Contract.

5-4.1 Policies and Procedures.

- 1. You shall procure the insurance described below, at your 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 as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
- 4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher

limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and 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 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	\$10,000,000
Products/Completed Operations Aggregate Limit	\$10,000,000
Personal Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000

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 Workers' Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of California Labor Code section 3700, 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 this requirement.
2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work..

5-4.2.8 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

1. For Contracts with required engineering services, including Design-Build and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of Professional Liability coverage with a limit of no less than **\$3,000,000** per claim and **\$3,000,000** aggregate per policy period of one year.
2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of three years after completion of the Project or termination of the Contract, whichever occurs last. You agree that, for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - a) Certify this to the City in writing, and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth here.

5-4.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract 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 of California, 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 of California 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 in this Contract.

5-4.4 Evidence of Insurance. You shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), prior to your commencement of Work under this Contract. In addition, The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional 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.

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 Workers' Compensation Insurance and Employers Liability Insurance.**
- 5-4.5.2.1 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.
- 5-4.6 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. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- 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, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 8 of Section 5-4.1. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.
- 5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies, including, all endorsements.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the “WHITEBOOK”, ADD the following:

3. Refer to the Sample City Invoice materials in **Exhibit Q – Sample City Invoice** and use the format shown.
4. The **90 Calendar Day** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, “MAINTENANCE AND PLANT ESTABLISHMENT”.

ADD:

6-6.1.1 Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption** for **2729 Caminito San Pablo Emergency Storm Drain Repair**, Project No. **B-22096**, as referenced in the Contract Exhibit. You shall comply with all requirements of the **Notice of Exemption** as set forth in Exhibit M.
2. Compliance with the City’s environmental document shall be included in the Contract Price, unless separate bid items have been provided.

SECTION 7 – MEASUREMENT AND PAYMENT

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

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

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

1001-1 GENERAL. To the “WHITEBOOK”, ADD the following:

8. Based on a preliminary assessment by the City, this Contract is subject to **WPCP**.

EXHIBIT M

NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

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

FROM: City of San Diego
Engineering & Capital Projects 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: 2729 Caminito San Pablo Emergency Storm Drain Repair **WBS No.:** B-22096.02.06

Project Location-Specific: 2729 Caminito San Pablo, San Diego CA 92014, within the Torrey Pines Community Planning Area (Council District 1).

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

Description of nature and purpose of the Project: A recent service notification and site investigations have revealed a failing 24-inch diameter corrugated metal pipe (CMP) storm drain located within a 10-foot-wide City easement between the intersection of Portofino Drive and Long Boat Way, and a condominium structure located downslope and east of the intersection at 2729 Caminito San Pablo. The failed CMP storm drain has separated from its connection with the existing reinforced concrete pipe (RCP) at the top of the slope and the catch basin at the bottom of the slope, resulting in the formation of two sinkholes. Over the last three months, the sinkholes have merged into a single sinkhole measuring 20-feet long, 16-feet wide, and 18-feet deep, located 45 feet from the condominium structure.

In order to halt further failure and deterioration of the slope, and prevent risk of damage to the adjacent downstream property located at 2729 Caminito San Pablo, this emergency project provides immediate repair to the storm drain and stabilization of the embankment by replacing-in-place an approximately 45-foot segment of CMP with RCP, installation of new clean-out, replacement of a tree undermined by the sinkhole formation, and slope restoration/revegetation of any excavated area. Construction work will occur within developed areas and disturbed habitat.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego
Engineering & Capital Projects Department
Contact: Jerry Jakubauskas
Email: jjakubauskas@sandiego.gov / Phone: (619) 533-3755
525 B Street, Suite 750 (MS 908A), San Diego, CA 92101

Exempt Status: (CHECK ONE)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project: CEQA Statute Sections 21080(b)(2) and (4) and CEQA Guidelines Sections 15269(b) and (c) (Emergency Projects)
- Categorical Exemption:
- Statutory Exemption:

Reasons why project is exempt: The City of San Diego conducted an environmental review that determined the project meets the definition of an "Emergency" as defined in CEQA Guidelines Section 15359 (Emergency) as the project involves a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. This emergency repair is required in order to protect public health, safety and property, and is supported by the expert opinion of the City Engineer. Thus, this emergency activity is statutorily exempt from CEQA pursuant to CEQA Statute Section 21080(b)(2) and CEQA Guidelines Section 15269(b) (Emergency Projects) which exempts emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to public health, safety or welfare. This activity is also statutorily exempt from CEQA pursuant to CEQA Statute Section 21080(b)(4) and CEQA Guidelines Section 15269(c) (Emergency Projects) which exempts specific actions necessary to prevent or mitigate an emergency.

Lead Agency Contact Person: Jerry Jakubauskas

Telephone: (619) 533-3755

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

Carrie Purcell, Assistant Deputy Director

March 9, 2022

Date

Check One:

- (X) Signed By Lead Agency
() Signed by Applicant

Date Received for Filing with County Clerk or OPR:

EXHIBIT N

CONTRACTOR'S COMPENSATION RATE SCHEDULE

EXHIBIT N

CONTRACTOR'S COMPENSATION RATE SCHEDULE

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

SD3

REG	CLASS	T&M RATE	TRUCK RENTAL	BASE PREV RATE	FRINGES	FICA/MCARE 7.65%	SUI 6.20%	SDI 0.60%	WC 15%	GL 2.81%	TC Health	TC VAC	Total
Heavy & Highway Work	CARPENTER	20		44.24	23.87	3.38	2.74	0.27	6.64	1.24	0.00	0.00	82.38
Group 4	TRUCK DRIVER	30		26.89	34.69	2.06	1.67	0.16	4.03	0.76	0.00	0.00	70.25
	ON HAUL/ OFF HAUL	301		17.00	2.47	1.30	1.05	0.10	2.55	0.48	0.00	0.00	24.95
Group 3	LABORER	40		37.66	23.99	2.88	2.33	0.23	5.65	1.06	0.00	0.00	73.80
Group 4	PIPELAYER	41		38.50	23.99	2.95	2.39	0.23	5.78	1.08	0.00	0.00	74.91
Group 1	LABORER (Helper)	43		36.79	23.99	2.81	2.28	0.22	5.52	1.03	0.00	0.00	72.65
	Labor Appr 1st period	44		19.25	13.92	1.47	1.19	0.12	2.89	0.54	0.00	0.00	39.38
	Labor Appr 2nd period	45		21.18	13.92	1.62	1.31	0.13	3.18	0.60	0.00	0.00	41.93
	Labor Appr 3rd period	46		23.10	13.92	1.77	1.43	0.14	3.47	0.65	0.00	0.00	44.47
	Labor Appr 4th period	47		26.95	13.92	2.06	1.67	0.16	4.04	0.76	0.00	0.00	49.56
	Labor Appr 5th period	48		30.80	13.92	2.36	1.91	0.18	4.62	0.87	0.00	0.00	54.66
	Labor Appr 6th period	49		32.73	13.92	2.50	2.03	0.20	4.91	0.92	0.00	0.00	57.21
	Labor Appr	86		23.10	13.92	1.77	1.43	0.14	3.47	0.65	0.00	0.00	44.47
Group 8	OPERATOR	60		52.54	30.04	4.02	3.26	0.32	7.88	1.48	0.00	0.00	99.53
Group 2	OILER	61		50.43	30.04	3.86	3.13	0.30	7.56	1.42	0.00	0.00	96.74
Group 10	MECHANIC/HEAVY DUTY	62		52.66	30.04	4.03	1.86	0.02	0.28	0.00	0.00	0.00	88.90
Group 4	ROLLER & SCREED OP	63		52.21	30.04	3.99	3.24	0.31	7.83	1.47	0.00	0.00	99.09
sal superintendent	Rocky Anderson	90		71.50	0.00	5.47	4.43	0.43	10.73	2.01	3.50	4.13	102.20
sal superintendent		90			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
sal foreman	Jordan Marziale	90		62.50	0.00	4.78	3.88	0.38	9.38	1.76	3.50	2.41	88.57
sal foreman		90			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
sal foreman		90			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50

Overtime	CLASS	T&M RATE	TRUCK RENTAL	BASE PREV RATE	FRINGES	FICA/MCARE 7.65%	SUI 6.20%	SDI 0.60%	WC 15.00%	GL 2.81%	TC Health	TC VAC	Total
Heavy & Highway Work	CARPENTER	20		66.36	23.87	5.08	4.11	0.40	9.95	1.86	0.00	0.00	111.64
Group 4	TRUCK DRIVER	30		40.34	34.69	3.09	2.50	0.24	6.05	1.13	0.00	0.00	88.04
Group 3	LABORER	40		56.49	2.47	4.32	3.50	0.34	8.47	1.59	0.00	0.00	77.18
Group 4	PIPELAYER	41		57.75	23.99	4.42	3.58	0.35	8.66	1.62	0.00	0.00	100.37
Group 1	LABORER (Helper)	43		55.19	23.99	4.22	3.42	0.33	8.28	1.55	0.00	0.00	96.98
	Labor Appr 1st period	44		28.88	23.99	2.21	1.79	0.17	4.33	0.81	0.00	0.00	62.18
	Labor Appr 2nd period	45		31.77	13.92	2.43	1.97	0.19	4.77	0.89	0.00	0.00	55.94
	Labor Appr 3rd period	46		34.65	13.92	2.65	2.15	0.21	5.20	0.97	0.00	0.00	59.75
	Labor Appr 4th period	47		40.43	13.92	3.09	2.51	0.24	6.06	1.14	0.00	0.00	67.39

	Labor Appr 5th period	48			46.20	13.92	3.53	2.86	0.28	6.93	1.30	0.00	0.00	75.02
	Labor Appr 6th period	49			49.10	13.92	3.76	3.04	0.29	7.36	1.38	0.00	0.00	78.85
	Labor Appr	86			34.65	13.92	2.65	2.15	0.21	5.20	0.97	0.00	0.00	59.75
Group 8	OPERATOR	60			78.81	13.92	6.03	4.89	0.47	11.82	2.21	0.00	0.00	118.15
Group 2	OILER	61			75.65	30.04	5.79	4.69	0.45	11.35	2.13	0.00	0.00	130.09
Group 4	ROLLER & SCREED OP	63			78.32	30.04	5.99	4.86	0.47	11.75	2.20	0.00	0.00	133.62
Group 10	MECHANIC/HEAVY DUTY	62			78.99	30.04	6.04	4.90	0.47	11.85	2.22	0.00	0.00	134.51
sal foreman		90				0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
sal foreman		90				0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
sal foreman		90				0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
Sal foreman		90				0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
Sal foreman		90			93.75	0.00	7.17	5.81	0.56	14.06	2.63	3.50	3.61	131.10
Sal foreman		90			0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
Sal foreman		90			0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			1.00	0.00	0.08	0.06	0.01	0.15	0.03	3.50	0.06	4.88
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50

Double Time		T&M RATE	TRUCK RENTAL	BASE PREV RATE	FRINGES	FICA/MCARE 7.65%	SUI 6.20%	SDI 0.60%	WC 15.00%	GL 2.81%	TC Health	TC VAC	Total
Heavy & Highway Work	CARPENTER	20		88.48	23.87	6.77	5.49	0.53	13.27	2.49	0.00	0.00	140.89
Group 4	TRUCK DRIVER	30		53.78	34.69	4.11	3.33	0.32	8.07	1.51	0.00	0.00	105.82
Group 3	LABORER	40		75.32	23.99	5.76	4.67	0.45	11.30	2.12	0.00	0.00	123.61
Group 4	PIPELAYER	41		77.00	23.99	5.89	4.77	0.46	11.55	2.16	0.00	0.00	125.83
Group 1	LABORER (Helper)	43		73.58	23.99	5.63	4.56	0.44	11.04	2.07	0.00	0.00	121.31
	Labor Appr 1st period	44		38.50	13.92	2.95	2.39	0.23	5.78	1.08	0.00	0.00	64.84
	Labor Appr 2nd period	45		42.36	13.92	3.24	2.63	0.25	6.35	1.19	0.00	0.00	69.95
	Labor Appr 3rd period	46		46.20	13.92	3.53	2.86	0.28	6.93	1.30	0.00	0.00	75.02
	Labor Appr 4th period	47		53.90	13.92	4.12	3.34	0.32	8.09	1.51	0.00	0.00	85.21
	Labor Appr 5th period	48		61.60	13.92	4.71	3.82	0.37	9.24	1.73	0.00	0.00	95.39
	Labor Appr 6th period	49		65.46	13.92	5.01	4.06	0.39	9.82	1.84	0.00	0.00	100.50
Group 8	OPERATOR	60		105.08	30.04	8.04	6.51	0.63	15.76	2.95	0.00	0.00	169.02
Group 2	OILER	61		100.86	30.04	7.72	6.25	0.61	15.13	2.83	0.00	0.00	163.44
Group 4	ROLLER & SCREED OP	63		104.42	30.04	7.99	6.47	0.63	15.66	2.93	0.00	0.00	168.15
Group 10	MECHANIC/HEAVY DUTY	62		105.32	30.04	8.06	6.53	0.63	15.80	2.96	0.00	0.00	169.34
						0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
						0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50



EQUIP #	EQUIP DESCRIPTION	MODEL	SIZE	BUCKET SIZE / PAYLOAD	HOURLY BARE RENTAL
EXCAVATORS					
MINI EXCAVATORS					
3128	CATERPILLAR	305.5E2 CR	11,863	12"-24"	70.00
3211	CATERPILLAR	305.5E2 CR	11,863	12"-24"	70.00
3091	CATERPILLAR	308ECR SB	18,300	18"-36"	70.00
3114	CATERPILLAR	308E 2	18,500	18"-36"	70.00
3165	CATERPILLAR	308E 2	18,500	18"-36"	70.00
SMALL EXCAVATORS (UNDER 47,000 LBS)					
1873	CATERPILLAR	312B	27,410	18"-55"	80.00
2013	CATERPILLAR	313B CR	29,540	18"-55"	80.00
2132	KOMATSU	PC 200	43,000	24"-67"	95.00
2133	KOMATSU	PC 200	43,000	24"-67"	95.00
2201	KOBELCO W/BLADE	ED190	43,700	18"-55"	105.00
2253	KOBELCO W/BLADE	ED 190	43,700	18"-55"	105.00
2178	LINKBELT	210 LX	44,800	18"-55"	95.00
2197	LINKBELT	210 LX	44,800	18"-55"	95.00
2198	LINKBELT	210 LX	44,800	18"-55"	95.00
1968	CATERPILLAR	320CL	46,300	24"-67"	100.00
1990	CATERPILLAR	320CL	46,300	24"-67"	100.00
2249	CATERPILLAR	320CL	46,300	24"-67"	100.00
MEDIUM EXCAVATORS (50,000-99,000 LBS)					
3070	CATERPILLAR	320 ELRR	56,440	27"-68"	125.00
3113	CATERPILLAR	320 ELRR	56,440	27"-68"	125.00
3196	CATERPILLAR	325F	50,000	27"-68"	125.00
2090	CATERPILLAR	330C	77,400	27"-68"	145.00
2015	LINKBELT	330LX	78,000	27"-68"	145.00
2016	LINKBELT	330LX	78,000	27"-68"	145.00
2179	LINKBELT	330 LX	78,000	27"-68"	145.00
2247	LINKBELT	330LX	78,000	27"-68"	145.00
3074	CATERPILLAR	336E	82,000	27"-68"	145.00
1884	KOMATSU	PC 400	94,000	27"-68"	165.00
2211	KOMATSU	PC400LC-6	94,000	27"-68"	165.00
1848	CATERPILLAR	345B	95,000	27"-76"	165.00
LARGE EXCAVATORS (100,000=150,000 LBS)					
2154	LINKBELT	460LX	101,200	27"-76"	200.00
2131	KOMATSU	PC 600	140,000	27"-76"	260.00
EX LARGE EXCAVATORS (OVER 150,000 LBS)					
2155	LINKBELT	800LX	174,600	32"-78"	350.00
EXCAVATOR ATTACHMENTS					
	COMPACTION WHEELS	305-308		18"-24"	40.00
	COMPACTION WHEELS	312B-320C		18"-36"	40.00

EQUIP#	EQUIP DESCRIPTION	11/01/2020 MODEL	SIZE	BUCKET SIZE / PAYLOAD	HOURLY BARE RENTAL
	COMPACTION WHEELS	330C-460LX	24"-48"		40.00
	COMPACTION WHEELS	375-800LX	24"-48"		20.00
	ADDITIONAL BUCKETS	305-308	12"-36"		20.00
	ADDITIONAL BUCKETS	312B-320C	18"-48"		20.00
	ADDITIONAL BUCKETS	330C-460LX	24"-60"		20.00
	ADDITIONAL BUCKETS	375-800LX	32"-78"		20.00
	THUMB ATTACHMENT	312B-320C			10.00
	THUMB ATTACHMENT	330C-460LX			10.00

BREAKERS / DEMOLITION

3202	3,000LB BREAKER FITS PC138	BX30	3,000LB		80.00
3137	1,500 LB BREAKER FITS 308	H95ES	1500LB		60.00
3040	4,500 LB BREAKER FITS PC-200, 320C	TB980	4,500lb		85.00
2172	2,000 LB BREAKER FITS 313B, ED190	TB725	2,000lb		60.00
2173	2,000 LB BREAKER FITS ED190, 313B	TB725	2,000lb		60.00
2258	13,500 LB BREAKER FITS 345B, 350, 460LX	TB2580	13,500lb		175.00
2284	13,500 LB BREAKER FITS 345B,350, 460LX	TB5300	13,500lb		175.00
1942	PULVERIZER / PROCESSOR LABOUNTY	CP100	345B/350		62.00
2395	HYDRAULIC MULTI PROCESSOR CAT MP30	MP 30	345B/350		110.00

BACKHOE LOADERS

420 BACKHOE

2246	CATERPILLAR	420D	15,700	12"-36"	62.00
2075	CATERPILLAR	420D	15,800	12"-36"	62.00
2076	CATERPILLAR	420D	15,800	12"-36"	62.00
2077	CATERPILLAR	420D	15,800	12"-36"	62.00
2078	CATERPILLAR	420D	15,800	12"-36"	62.00
3109	CATERPILLAR	420F	15,200	12"-36"	62.00
3110	CATERPILLAR	420F	15,200	12"-36"	62.00
3111	CATERPILLAR	420F	15,200	12"-36"	62.00
3112	CATERPILLAR	420F	15,200	12"-36"	62.00
3191	CATERPILLAR	420F2	24,241	12"-36"	62.00
3192	CATERPILLAR	420F2	24,241	12"-36"	62.00
3193	CATERPILLAR	420F2	24,241	12"-36"	62.00
3194	CATERPILLAR	420F2	24,241	12"-36"	62.00

446 BACKHOE

2182	CATERPILLAR	446D	19,600	18"-48"	75.00
2183	CATERPILLAR	446D	19,600	18"-48"	75.00
2195	CATERPILLAR	446D	19,600	18"-48"	75.00
2196	CATERPILLAR	446D	19,600	18"-48"	75.00

BACKHOE ATTACHMENTS & BREAKERS

3201	B8 BREAKER FITS 420/446/308	B8	1200lb		60.00
3166	H95C BREAKER FITS 308	H95C	1500lb		60.00
3137	H95E S BREAKER FITS 420/446/308	H95ES	1500lb		60.00
3204	850 BREAKER 8S FITS 420D/F	B8S	850LB		60.00
2260	750 BREAKER FITS 420D		750lb		60.00
2168	1,100 BREAKER FITS 420D	TB425	1,100lb		60.00
2109	1,100 BREAKER FITS 420D	TB425	1,100lb		60.00
2172	2,000 BREAKER FITS 446D	TB725	2,000lb		60.00
2173	2,000 BREAKER FITS 446D	TB725	2,000lb		60.00

EQUIP#	EQUIP DESCRIPTION	11/01/2020 MODEL	SIZE	BUCKET SIZE / PAYLOAD	HOURLY BARE RENTAL
	HYDRAULIC AUGER	420D	6"-24"		12.50
	FORKS	420D	60"		5.00
	FORKS	446B/D	60"		5.00
	EXTRA BUCKETS	420D	12"-36"		5.00
	EXRTA BUCKETS	446B/D	18"-48"		5.00
	COMPACTION WHEEL	420/446	18"-24"		40.00
3136	8' PICKUP BROOM	BP25	98"		50.00
3203	8' PICKUP BROOM	BP25	98"		50.00
	WHEEL LOADERS				
	SMALL LOADERS				
1997	CATERPILLAR	928G	27,250	2.9yd	90.00
	MEDIUM LOADER				
1849	CATERPILLAR	938G	29,700	3.5yd	95.00
1886	CATERPILLAR	938G	29,700	3.5yd	95.00
1969	CATERPILLAR	938G	29,700	3.5yd	95.00
2014	KAWASAKI	70ZIV	33,000	3.2yd	95.00
2159	KAWASAKI	70ZIV	33,000	3.2yd	95.00
2180	KAWASAKI	70ZV	34,000	3.2yd	95.00
2199	KAWASAKI	70ZV	34,000	3.2yd	95.00
2200	KAWASAKI	70ZV	34,000	3.2yd	95.00
2251	KAWASAKI	70ZV	34,000	3.2yd	95.00
3064	CATERPILLAR	938K	35,000	3.75yd	95.00
3167	CATERPILLAR	930K	31,382	3.0yd	95.00
3219	CATERPILLAR	938M	35,000	3.75yd	95.00
	LARGE LOADERS				
1962	KAWASAKI	80Z	39,825	4yd	110.00
2158	KAWASAKI	80ZIV	39,825	4yd	110.00
2181	KAWASAKI	80ZV	39,825	4yd	110.00
2248	KAWASAKI	80ZV	39,825	4yd	110.00
1885	CATERPILLAR	950G	40,435	4yd	110.00
3195	CATERPILLAR	950M	42,357	4.1yd	110.00
	EX LARGE LOADERS				
2139	KAWASAKI	95ZV	66,330	7yd	200.00
	WHEEL LOADER ATTACHMENTS				
	FORKS				10.00
	BOOM LIFTS / SNORKLE				10.00
	SIDE DUMP BUCKET				10.00
	SKELETON BUCKET				10.00
	4 IN 1 MULTIPURPOSE				15.00
	PICK UP BROOM			10'	70.00
	TRACK LOADERS				
2202	CATERPILLAR	963C	44,500	3.5yd	135.00
	TRACK DOZERS				
3075	DOZER CATERPILLAR	D6T	56,158	6-WAY	150.00
	SLOPE BOARD				10.00
	COMPACT TRACK LOADERS				
3115	CATERPILLAR	299D XHP	11,612	.75 / 6-WAY	90.00
3116	CATERPILLAR	299D XHP	11,608	.75 / 6-WAY	90.00
3135	CATERPILLAR	299D2 XHP	11,608	.75 / 6-WAY	90.00
3162	CATERPILLAR	289D	11,608	.75 / 6-WAY	90.00
3189	CATERPILLAR	299D2 XHP	11,608	.75 / 6-WAY	90.00

EQUIP #	EQUIP DESCRIPTION	11/01/2020 MODEL	SIZE	BUCKET SIZE / PAYLOAD	HOURLY BARE RENTAL
3190	CATERPILLAR	299D2 XHP	11,608	.75 / 6-WAY	90.00
3220	CATERPILLAR	299D2 XHP	11,608	.75 / 6-WAY	90.00
SKIPLoader/SKIDSTERS					
2380	BOBCAT	S150	5,935	.4yd	45.00
2101	CATERPILLAR SKID	248	7,800	.5yd	54.00
2223	CATERPILLAR SKID	248B	7,800	.5yd	54.00
2224	CATERPILLAR SKID	248B	7,800	.5yd	54.00
3030	CATERPILLAR SKID	272C	8,362	.6yd	65.00
2229	JOHN DEERE SKIP LOADER	210LE	14,500	1yd	31.00
2270	JOHN DEERE SKIP LOADER	210LE	14,500	1yd	31.00
SKIDSTEER ATTACHMENTS					
2348	SWEEPSTER BROOM	SB60		60"	40.00
3203	SWEEPSTER BROOM	SB60		60"	40.00
2348	SWEEPSTER BROOM	SB60		60"	40.00
2099	SWEEPSTER BROOM	SB72		72"	40.00
2102	SWEEPSTER BROOM	SB72		72"	40.00
2103	SWEEPSTER BROOM	SB72		72"	40.00
2106	SWEEPSTER BROOM	SB72		72"	40.00
3037	500LB BREAKER	TOP35		500LB	55.00
3201	500LB BREAKER	CAT B6		500LB	55.00
2351	1,000LB BREAKER	304		1,000LB	55.00
2108	1,100LB BREAKER	TB425		1,100LB	55.00
2109	1,100LB BREAKER	TB425		1,100LB	55.00
3023	HYDRAULIC AUGER	HA20HB		6"-24"	12.50
3163	H63E BREAKER	H63E		800lb	55.00
3171	COLD PLANER CAT	PC306B		24"	55.00
3032	COLD PLANER CAT	PC206		24"	50.00
2404	COLD PLANER CAT	PC9		24"	50.00
2100	COLD PLANER CAT	AP760		24"	50.00
3164	COLD PLANER CAT	PC306B		24"	50.00
	PALLET FORKS	CAT		48"	6.00
	MULTIPURPOSE BUCKET CAT	4 IN 1		72"	9.00
2104	GRAPPLE BUCKET	CAT		72"	9.00
	TRENCHER LOWE	40C			22.00
	MOWER CAT	BR272		72"	25.00
	SWEEPSTER BROOM	SB72		72"	40.00
	BREAKER	SKIDSTEER			55.00
GRADERS/SCRAPER					
3063	CATERPILLAR	140M	43,950	14'	120.00
RENTAL	CATERPILLAR	613 C-11	33,650	13YD	90.00
CRANE					
1980	LINKBELT ROUGH TERRAIN BOOM EXTENSION	RT8060	60 Ton		218.00 50.00
2171	DROTT CRANE A FRAME	85RM2	4 Ton		24.00 25.00
PAVERS					
2336	BLAW-KN	DM5500		6'-10'	95.00
2177	PAVER INGERSOLL	PF3120	15,800	8'-15'	149.00
2406	PAVER CAT AP-1055D	AP-1055D	44,780	10'-18'	272.00
ROLLERS					

EQUIP #	EQUIP DESCRIPTION	11/01/2020		BUCKET SIZE / PAYLOAD	HOURLY BARE RENTAL
		MODEL	SIZE		
3060	CATERPILLAR ROLLER	CB14	2,415	33"	24.00
3221	CATERPILLAR ROLLER	CB14	2,415	33"	24.00
3117	CATERPILLAR UTILITY COMPACTOR	CB24B	6,003	47"	35.00
3197	CATERPILLAR UTILITY COMPACTOR	CB24B	6,003	47"	35.00
3198	CATERPILLAR UTILITY COMPACTOR	CB24B	6,003	47"	35.00
3118	WACKER ROLLER / walk behind	RD7H	1,829	25.5"	24.00
2353	SAKAI ROLLER	SW320	7,055	48"	35.00
2241	IR SMOOTH ROLLER COMPACTOR	SD77FB	16,350	66"	43.00
2242	INGERSOLL PADFOOT ROLLER	SD77FB	16,350	66"	43.00
2343	BOMAG ROLLER	BW141AD-2	15,414	59"	38.00
2119	IR SMOOTH ROLLER COMPACTOR	SD70FB	15,330	66"	43.00
3035	CATERPILLAR ROLLER	CB54	23,818	66"	47.00
3061	CATERPILLAR ROLLER	CD54B	23,525	66"	47.00
3085	CATERPILLAR 9 WHEEL RUBBER	CW14	28,500	68"	45.00
COMPACTION EQUIPMENT					
2151	VIBRATE PLATE MIKASA	MVH-200	450	19.7"	21.00
2152	VIBRATE PLATE MIKASA	MVH-200	450	19.7"	21.00
1874	VIBRATE PLATE MIKASA	MVH-502	1,202	27.6"	24.00
2126	VIBRATE PLATE MULTIQUIP	MVH-502	1,202	27.6"	21.00
2164	VIBRATE PLATE MULTIQUIP	MVH-502	1,202	27.6"	24.00
2207	VIBRATE PLATE MULTIQUIP	MVH-502	1,202	27.6"	24.00
2221	MULTIQUIP RAMMAX walk/beh	P33/24FC	2,998	33"	40.00
2222	MULTIQUIP RAMMAX walk/beh	P33/24FC	2,998	33"	40.00
2240	WACKER ROLLER WALK BEHIND	RT82SC2	3,300	32"	40.00
	WACKER/TAMPER	MT74F			19.00
CONVEYOR/ROCK BAGGER					
1998	BELT CONVEYOR FLECO 320/400	CD	7,200	4yd Hopper	
2386	MEGGA BAGGER	MBT-2	3,700	2-1yd Hoppers	
PIT BORING MACHINE					
3169	MCLAUGHLIN with F2 FALCON LOCATOR	MCL-10H	Trailer	7' Drill Rods	150.00
VALVE INSERT MACHINE					
3217	AVT VALVE MACHINE / with trailer 3183	Call For Pricing			
FILTRATION SYSTEM					
3215	FILTRATION SYSTEM ON SKIDS	Call For Pricing			
FORKLIFTS/SCISSOR LIFT					
3106	SCISSOR LIFT	GENIE	30" X 19"	19' HIGH	30.00
3102	TELEHANDLER CAT	TH255	13,000	5500 lift	54.00
2219	TELEHANDLER JLG	G9-43A	25,907	9000 lift	64.00
2220	TELEHANDLER JLG	G6-42A	20,400	6000 lift	54.00
2239	TELEHANDLER JLG	G6-42A	20,400	6000 lift	54.00
1785	FORKLIFT CAT	AM30	47,760	30,000 lift	70.00
1786	FORKLIFT CAT	V300B	42,280	30,000 lift	56.00
ARROW/MESSAGE BOARDS					
1509	ARROWBOARD-SOLAR	WANCO			20.00
1788	ARROWBOARD-SOLAR	AMIDA			20.00
1789	ARROWBOARD-SOLAR	AMIDA			20.00
1800	ARROWBOARD-SOLAR	WANCO			20.00
1801	ARROWBOARD-SOLAR	WANCO			20.00
2390	MESSAGE BOARD WVT3	WVT3			30.00
2995	MESSAGE-SOLAR PREC	PRECISION			30.00
2998	MESSAGE-SOLAR PREC	PRECISION			30.00

EQUIP#	EQUIP DESCRIPTION	11/01/2020 MODEL	SIZE	BUCKET SIZE / PAYLOAD	HOURLY BARE RENTAL
2999	MESSAGE-SOLAR PREC	PRECISION			30.00
3006	ARROWBOARD-SOLAR	ECLIPSE			20.00
3007	ARROWBOARD-SOLAR	ALAMOND			20.00
3008	ARROWBOARD-SOLAR	ALAMOND			20.00
3009	ARROWBOARD-SOLAR	ALAMOND			20.00
3039	ARROWBOARD-SOLAR	SOLAR TECH			20.00
3099	ARROWBOARD-SOLAR	FLATIRON			20.00
3100	ARROWBOARD-SOLAR	FLATIRON			20.00
3101	ARROWBOARD-SOLAR	FLATIRON			20.00
3212	ARROWBOARD-SOLAR	SOLAR TECH			20.00
3213	ARROWBOARD-SOLAR	SOLAR TECH			20.00
3214	ARROWBOARD-SOLAR	SOLAR TECH			20.00

TRAFFIC CONTROL / DAILY

BARRICADES	1.50
BARRICADES W/Signs	3.00
BARRICADES W/Signs and Lighted	4.00
SOFT SIGN BARRICADES	19.00
NO PARK BARRICADES	1.00
DELINEATORS	1.00
CONES	1.00
STOP/SLOW PADELS	8.00

SHORING / DAILY RATE

<u>Cylinder Range</u>	<u>Color Code</u>	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
18"-27"	Yellow	\$ 6.25	\$ 31.00	\$ 93.00
22"-36"	Red	\$ 6.25	\$ 31.00	\$ 93.00
28"-46"	Green	\$ 6.25	\$ 31.00	\$ 93.00
34"-55"	Blue	\$ 6.75	\$ 33.00	\$ 99.00
42"-69"		\$ 6.75	\$ 33.00	\$ 99.00
52"-88"	Brown	\$ 7.75	\$ 38.00	\$ 114.00
76"-112"	Brown/Green	\$ 8.75	\$ 43.00	\$ 129.00
94"-130"	Brown/Yellow	\$ 9.25	\$ 46.25	\$ 138.00
108"-144"	Black	\$ 9.75	\$ 48.00	\$ 144.00
12'-15'		\$ 15.00	\$ 75.00	\$ 225.00

12'-20' Long Shores Available

STEEL PLATES

1" X 4' X 4'	20.00	per day
1" X 4' X 8'	20.00	per day
1" X 4' X 10'	20.00	per day
1" X 5' X 5'	20.00	per day
1" X 5' X 10'	20.00	per day
1" X 8' X 10'	20.00	per day
1" X 8' X 15'	20.00	per day
1" X 8' X 20'	20.00	per day
1 1/2" X 8' X 20'	20.00	per day
1 1/2" X 8' X 30'	20.00	per day
1 1/2" X 10' X 30'	25.00	per day

EQUIP#	EQUIP DESCRIPTION	11/01/2020 MODEL	SIZE	BUCKET SIZE / PAYLOAD	HOURLY BARE RENTAL
SHIELDS					
	8' X 8' Manhole boxes				95.00 per day
	10' X 10' Manhole boxes				95.00 per day
	4' X 14' Shield				95.00 per day
	4' X 20' Shield				95.00 per day
	4' X 24' Shield				95.00 per day
	4' X 28' Shield				95.00 per day
	6' X 14' Shield				95.00 per day
	6' X 20' Shield				95.00 per day
	6' X 24' Shield				95.00 per day
	6' X 28' Shield				95.00 per day
	8' X 14' Shield				95.00 per day
	8' X 20' Shield				150.00 per day
	8' X 24' Shield				150.00 per day
	8' X 28' Shield				150.00 per day
	8' X 30' Shield				200.00 per day
	8' X 32' Shield				200.00 per day
	10' X 14' Shield				150.00 per day
	10' X 20' Shield				150.00 per day
	10' X 24' Shield				150.00 per day
	10' X 28' Shield				220.00 per day
	10' X 30' Shield				220.00 per day
	10' X 32' Shield				220.00 per day
	12' X 14' Shield				150.00 per day
	12' X 20' Shield				150.00 per day
	12' X 24' Shield				220.00 per day
	12' X 28' Shield				220.00 per day
	12' X 30' Shield				220.00 per day
	12' X 32' Shield				250.00 per day
K-RAIL					
	10'				6.00 per day
	20'				8.00 per day
GENERATORS					
3065	GENERATOR ONAN	1250	12.5KW		25.00
3083	GENERATOR POWERPRO	25	25KW		32.00
3046	GENERATOR IR G40	G40	30KW		38.00
3047	GENERATOR IR G40	G40	30KW		38.00
1861	GENERATOR COLEMAN	Q-PAC	50KW		43.00
3029	GENERATOR HOUSE GENERAC	SD080	80KW		55.00
3233	GENERATOR POWERPRO	25	25KW		32.00
3234	GENERATOR MULTIQUIP WHISPERWATT/with extra fuel tank	25	25KW		32.00
PUMPS PORTABLE/TOWABLE					
2233	4" GODWIN	CD103M	900gpm		40.00
2234	4" GODWIN	CD103M	900gpm		40.00
2137	4" GORMAN RUPP	14A2-TS2	600gpm		35.00
2194	12" GODWIN	CD300M	6000gpm		105.00
2213	4" MULTIQUIP	QP40TH	400gpm		15.00
2214	4" MULTIQUIP	QP40TH	400gpm		15.00
2215	4" MULTIQUIP	QP40TH	400gpm		15.00
2012	6" GODWIN	HL5M	1450gpm		50.00

EQUIP#	EQUIP DESCRIPTION	11/01/2020 MODEL	SIZE	BUCKET SIZE / PAYLOAD	HOURLY BARE RENTAL
1987	8" CASE	6591TA	2300gpm		60.00
	2" ELECTRIC SUBMERSIBLE PUMPS / 110v		62gpm		4.50
	3" TRASH PUMP PORTABLE / Honda engine		85gpm		12.00
	2" ELECTRIC SUBMERSIBLE PUMPS/220		90gpm		5.00
	3" ELECTRIC SUBMERSIBLE PUMPS		120gpm		8.50
	3" CENTRIFICAL PUMP PORTABLE / Honda		270gpm		12.00
	4" ELECTRIC SUBMERSIBLE PUMPS		500gpm		14.00
	EXTRA SUCTION HOSE 25'		3"-6"		5.00
	EXTRA SUCTION HOSE 25'		8"-12"		8.00
	EXTRA DISCHARGE HOSE 50'		3"-6"		5.00
	EXTRA DISCHARGE HOSE 50'		8"-12"		8.00
	FIRE HOSE 50'		1 1/2"		3.00
	FIRE HOSE 50'		2 1/2"		4.00
	HYDROSTATIC TEST PUMP		5-11gpm		10.50
	50' POWER CORD				3.00
	TEMPORARY POWER BOX				3.00

LIGHT TOWERS

3025	LIGHT TOWER IR	LSC-60HZ	4.5kw		28.00
3026	LIGHT TOWER IR	LSC-60HZ	4.5kw		28.00
3048	LIGHT TOWER IR/DOOSAN	LSC-60HZ	4.5kw		28.00
3049	LIGHT TOWER IR/DOOSAN	LSC-60HZ	4.5kw		28.00
3141	LIGHT TOWER IR/DOOSAN	LSC-60HZ	4.5kw		28.00
3142	LIGHT TOWER IR/DOOSAN	LSC-60HZ	4.5kw		28.00
3143	LIGHT TOWER IR/DOOSAN	LSC-60HZ	4.5kw		28.00
3144	LIGHT TOWER IR/DOOSAN	LSC-60HZ	4.5kw		28.00
3151	LIGHT TOWER ATLAS COPCO V5 LED	V5 LED	3KW		28.00
3222	LIGHT TOWER ATLAS COPCO V5 LED	V5 LED	3KW		28.00
3226	LIGHT TOWER ATLAS COPCO V5 LED	V5 LED	3KW		28.00
3228	LIGHT TOWER ATLAS COPCO V5 LED	V5 LED	3KW		28.00
3229	LIGHT TOWER ATLAS COPCO V5 LED	V5 LED	3KW		28.00
3230	LIGHT TOWER ATLAS COPCO V5 LED	V5 LED	3KW		28.00
3231	LIGHT TOWER ATLAS COPCO V5 LED	V5 LED	3KW		28.00

AIR COMPRESSORS / AIR TOOLS

2043	COMPRESSOR-TOWING 185CFM	185cfm			44.00
2113	COMPRESSOR-TOWING 185CFM	185cfm			44.00
2115	COMPRESSOR-TOWING 185CFM	185cfm			44.00
2120	COMPRESSOR-TOWING 185CFM	185cfm			44.00
2278	COMPRESSOR AIRM PDS185S	185cfm			44.00
3020	TOWABLE COMPRESSOR IR	185cfm			44.00
3021	TOWABLE COMPRESSOR IR	185cfm			44.00
	AIR JACK HAMMERS/POWDER PUFF 30/60/90				4.50
	CHIPPING GUNS				3.50
	ELECTRIC HAMMER 60LB				10.00

MISCELLANEOUS

801	CEMENT MIXER				12.00
1415	CEMENT MIXER				12.00
1426	CEMENT MIXER				12.00

EQUIP #	EQUIP DESCRIPTION	11/01/2020 MODEL	SIZE	BUCKET SIZE / PAYLOAD	HOURLY BARE RENTAL
	30' CHAIN FALL				\$50 / DAY
	HARNES /YO-YO				\$10 / DAY
3125	MIXER CONCRETE TRAILER (1YD)				\$500 / YD
3129	MIXER CONCRETE TRAILER (1YD)				\$500 / YD
1689	SHEEPSFOOT 5 X 5				18.00
1709	LEAK FINDER				12.00
	CHLORINATION TRAILER				13.50
3184	CHLORINATION TRAILER				13.50
1783	MOBILE OFFICE 12 X 60				12.00
1973	GRINDER REMAX TOW BEHIND	4800		36"-48"	254.00
2004	LEAK FINDER				20.00
2982	CHLORINATION TRAILER				13.50
3016	MITY MITE BLOWER / TRAILER	12,000cfm	20"		20.00
3017	TREBOR MADE BLOWER / TRAILER	10,000cfm	18"		20.00
	ASPHALT / CONCRETE EQUIPMENT				
3150	ASPHALT ZIPPER	AZ480-260E	30"-48"	4 hour Min	450.00
2328	CURB MACHINE POWER CURB BERM	MILLER			50.00
2357	STRIPING MACHINE LINE LASER 3900	3900			25.00
3027	ZIEMAN TRAILER SEAL TANK	w/1000		1000GAL	25.00
3033	LEE BOY TACK WAGON	573B		150GAL	50.00
	CONCRETE VIBRATOR w/stinger	110V			5.00
	CONCRETE VIBRATOR w/stinger HI-CYCLE	HI-CYC			9.75
	FLAT SAWS & SAW TRUCKS				
2276	TRUCK FORD F550XLT	F550		18000	50.00
2186	TRUCK FORD / STRIPER	F450		15000	50.00
2060	MECO FLAT SAW 60HP	MECO60			45.00
3036	HUSQVARNA FLAT SAW 46HP	IS4600			45.00
3086	HUSQVARNA FLAT SAW 61HP	FS 6100 D			45.00
3066	DIAMOND 4 SPEED DRILL	DR401			40.00
3119	DIAMOND 4 SPEED DRILL	DR401			40.00
	PARTNER/STIHL 12/14" CHOP SAW	650/750			8.50
	SWEEPERS				
3149	JOHNSTON FREIGHTLINER	E5351	26,000		133.00
	WATER TRUCKS / TOWER				
1901	WATER TRUCK	FORD	35,000	2000GAL	60.00
2163	WATER TRUCK	INTERNAT	35,000	2500GAL	60.00
1534	WATER TRUCK	AUTO CAR	54,000	4000GAL	80.00
1567	WATER TRUCK	FORD	54,000	4000GAL	80.00
1902	WATER TRUCK	FORD	54,000	4000GAL	80.00
1655	WATER TRUCK	INTERNAT	54,000	5000GAL	90.00
2313	500 WATER BUFFALO	MILLER	TRAILER	500GAL	19.00
3024	500 WATER BUFFALO	DEMCO	TRAILER	500GAL	19.00
3034	500 WATER BUFFALO	EXP500	TRAILER	500GAL	19.00
3147	500 WATER BUFFALO	HLT	TRAILER	500GAL	19.00
3170	500 WATER BUFFALO	TANK	TRAILER	400GAL	19.00
3205	500 WATER BUFFALO	WYLIE	TRAILER	500GAL	19.00
3223	500 WATER BUFFALO	WYLIE	TRAILER	500GAL	19.00
1984	WATER TOWER	GLENDALE	TRAILER	12,000GAL	17.00
	SEMI TRUCK W/TRAILER				

EQUIP#	EQUIP DESCRIPTION	11/01/2020 MODEL	SIZE	BUCKET SIZE / PAYLOAD	HOURLY BARE RENTAL
1768	TRUCK PETE ROLL OFF	19,800	80,000		95.00
3050	TRUCK PETE 367 (SEE TRAILERS BELOW)	20,800	80,000		
3051	TRUCK PETE 367 (SEE TRAILERS BELOW)	20,800	80,000		
3104	TRUCK PETE 367 (SEE TRAILERS BELOW)	20,800	80,000		
2264	TRUCK WESTERN STAR 4900SA (SEE TRAILERS BELOW)	22,000	80,000		
1575	TRL LOWBED SIEBERT 5-AXLE	19,960	110,000		125.00
1692	TRL LOWBED SIEBERT JEEP 7-AXLE	16,620	120,000		140.00
2271	TRL LOWBED MURRAY 5-AXLE	19,450	110,000		125.00
2272	TRL LOWBED MURRAY JEEP 7-AXLE 4 AXL	17,530	120,000		140.00
2403	TRL TRAIL KING BEAVER TAIL 2 AXLE	20,280	70,000		110.00
END DUMPS W/TRUCK					
1665	1992 WESTERN MODEL END DUMP	17,400	80,000		100.00
1455	END DUMP REL TRACTOR/TRL	18,800	80,000		100.00
1985	END DUMP HIGH SIDE WESTERN	20,000	80,000		110.00
2396	END DUMP HIGH SIDE WESTERN	20,000	80,000		110.00
SIDE DUMPS W/TRUCK					
2393	SIDE DUMP TRAILERS THURSTON	15,520	80,000	44,400	110.00
2394	SIDE DUMP TRAILERS THURSTON	15,520	80,000	44,400	110.00
BOOSTER TRUCKS					
2079	BOOSTER TRK PETE 357 SUPERDUMP	24,400	66,000		100.00
2116	BOOSTER TRK PETE 330 SUPERDUMP	26,000	66,000		100.00
2144	BOOSTER TRK PETE 379 SUPERDUMP	25,850	66,000		100.00
2145	BOOSTER TRK PETE 379 SUPERDUMP	25,800	66,000		100.00
2203	BOOSTER TRK WEST 4900FA	24,900	66,000		100.00
3216	BOOSTER TRK PETE 567	26,000	66,000		100.00
TRUCK AND TRANSFERS					
3052	TRUCK & TRANSFER PETE 384	30,380	80,000	49,620	95.00
3055	TRUCK & TRANSFER PETE 384	30,180	80,000	49,820	95.00
3057	TRUCK & TRANSFER PETE 384	30180	80,000	49820	95.00
TEN WHEELERS / MISC					
BOBTAIL DUMP TRUCK					
1822	DUMP TRUCK DEMO BED 10 WHEELER	29,040	54,000		95.00
3054	BOBTAIL PETE 6 YARD DUMP	337 PETE	33,000		95.00
3108	TACK DUMP TRUCK PETE 567	30180	80,000	49820	95.00
SUPERINTENDENT TRUCKS					
2216	TRK CHEV QUAD 4WD	2500HD	9,200		44.00
2217	TRK CHEV QUAD 4WD	2500HD	9,200		44.00
2218	TRK CHEV QUAD 4WD	2500HD	9,200		44.00
2238	FORD TRK SUPERDUTY	F350	11,000		44.00
2295	TRK CHEVY SILVERADO	2500HD	9,200		44.00
2296	TRK CHEVY SILVERADO	2500HD	9,200		44.00
3076	TRK GMC SIERRA	C1500	5,058		44.00
2299	TRK CHEVY SILVERADO SAFETY	2500HD	9,200		44.00
3126	GMC SIERRA CREW CAB	1500	7,200		44.00
3127	GMC SIERRA CREW CAB	1500	7,200		44.00
3138	GMC DENALI	1500	7,200		44.00
3139	GMC DENALI	1500	7,200		44.00
3160	GMC SIERRA CREW CAB	1500	7,200		44.00
3168	GMC DENALI YUKON	1500	7,200		44.00

EQUIP#	EQUIP DESCRIPTION	11/01/2020	SIZE	BUCKET SIZE / PAYLOAD	HOURLY BARE RENTAL
		MODEL			
3207	FORD F150	1500	7,200		44.00
ESTIMATING VEHICLES					
3105	GMC YUKON XL	GMC	5,820		44.00
2407	FORD FOCUS	FOCUS	2,960		35.00
3092	CHEVY CRUZE	CHEVROLET	3,084		35.00
3095	CHEVY CRUZE	CHEVROLET	3,084		35.00
3096	CHEVY CRUZE	CHEVROLET	3,084		35.00
3097	CHEVY CRUZE	CHEVROLET	3,084		35.00
3188	GMC SIERRA CREW CAB	1500	7,200		44.00
3225	CHEVY BLAZER	CHEVROLET	3,920		35.00
3227	FORD F150	1500	7,200		44.00
FOREMANS TRUCKS					
2123	FOREMAN TRK FORD UTILITY	F450	15,000		44.00
2150	FOREMAN TRK FORD UTILITY	F450	15,000		44.00
2184	FOREMAN TRK FORD UTILITY	F450	15,000		44.00
2191	FOREMAN TRK FORD UTILITY	F450	15,000		44.00
3041	FOREMAN TRK DODGE UTILITY	4500	26,000		44.00
3042	FOREMAN TRK DODGE UTILITY	4500	26,000		44.00
3043	FOREMAN TRK DODGE UTILITY	4500	26,000		44.00
3044	FOREMAN TRK DODGE UTILITY	4500	26,000		44.00
3045	FOREMAN TRK DODGE UTILITY	4500	26,000		44.00
3077	FOREMAN TRK DODGE UTILITY	4500	26,000		44.00
3078	FOREMAN TRK DODGE UTILITY	4500	26,000		44.00
3079	FOREMAN TRK DODGE UTILITY	4500	26,000		44.00
3080	FOREMAN TRK DODGE UTILITY	4500	26,000		44.00
3081	FOREMAN TRK DODGE UTILITY	4500	26,000		44.00
3082	FOREMAN TRK DODGE UTILITY	4500	26,000		44.00
3130	FOREMAN TRK CHEVY UTILITY	3500	19,000		44.00
3131	FOREMAN TRK CHEVY UTILITY	3500	19,000		44.00
3132	FOREMAN TRK CHEVY UTILITY	3500	19,000		44.00
3133	FOREMAN TRK CHEVY UTILITY	3500	19,000		44.00
3157	FOREMAN TRK CHEVY UTILITY	3500	19,000		44.00
3158	FOREMAN TRK CHEVY UTILITY	3500	19,000		44.00
BOXBUILDER TRUCK					
1943	BOXBUILDER TRK FORD	F450	15,000		40.00
2185	BOXBUILDER TRK FORD	F450	15,000		44.00
2192	BOXBUILDER TRK FORD	F450	15,000		40.00
2315	BOXBUILDER TRK FORD	F450	15,000		40.00
3041	BOXBUILDER TRK DODGE	4500	26,000		40.00
JOBSITE TRUCK W / MIXER					
1899	TRUCK FLATBED W/MIXER	F450	15,000		15.00
1944	BOXBUILDER W/MIXER	F450	15,000		40.00
CONE / SIGN TRUCKS					
1948	CONE/SIGN TRK	DODGE 3500	15,000		40.00
3178	CONE/SIGN TRK	DODGE 4500	26,000		40.00
3200	CONE/SIGN TRK	F450	26,000		40.00
3218	CONE/SIGN TRK	F450	26,000		40.00
MAINTENANCE / WELDER TRUCKS					
1900	TRUCK-WELDER FORD	F450	15,000		77.00
2257	FUEL TRUCK PETE	PETE 357	70,000		161.00

EQUIP#	EQUIP DESCRIPTION	11/01/2020	SIZE	BUCKET SIZE / PAYLOAD	HOURLY BARE RENTAL
		MODEL			
2305	WELDER TRUCK FORD	F550	18,000		77.00
2993	WELDER TRUCK FORD	F350	15,000		77.00
3107	TRUCK-MECHANIC	337 PETE	33,000		90.00
3161	TRUCK-MECHANIC	337 PETE	26,000		90.00
COMPRESSOR TRUCK W/DUMP					
1724	COMPRESSOR DUMP TRK GMC	185CFM	26,000		90.00
1725	COMPRESSOR DUMP TRK GMC	185CFM	26,000		90.00
1726	COMPRESSOR DUMP TRK GMC	185CFM	26,000		90.00
1727	COMPRESSOR DUMP TRK GMC	185CFM	26,000		90.00
TRAILERS					
712	JOBSITE TRAILER 8' X 23'		70		12.00
1635	JOBSITE TRAILER CC-20961		5553		12.00
1991	FLATBED TRAILER UTIL FLATBED		1588		12.00
2000	JOB SITE TRAILER BROW VAN		10860		12.00
2009	JOB SITE TRAILER MILL VAN		10860		12.00
2069	JOB TRAILER		5000		12.00
2070	JOB TRAILER #2		3000		12.00
2071	JOB TRAILER #3		5000		12.00
2096	JOB CLEAN UP TRAILER HOME		2530		12.00
2256	TRAILER T2K5 UTIL		550		18.00
2311	TRAILER 27" VAN		10860		12.00
2325	TRAILER NEAL FB		1500		10.00
2326	TRAILER ZEMA TILT TRL 2 AX		1800		10.00
2331	TRAILER ZEMA		7,500		10.00
2337	TRAILKING TK20 20		20,000		18.00
2346	TRAILER ZEMA		10,000		10.00
2383	TRAILER AROS		7,500		10.00
3010	JOBSITE TRAILER CONNEX		10,000		12.00
3011	JOBSITE TRAILER CONNEX		10,000		12.00
3012	JOBSITE TRAILER		20,000		12.00
3013	JOBSITE TRAILER		20,000		12.00
3014	BIG TEX TRAILER		10,000		10.00
3062	ZIEMAN TRAILER		20,000		12.00

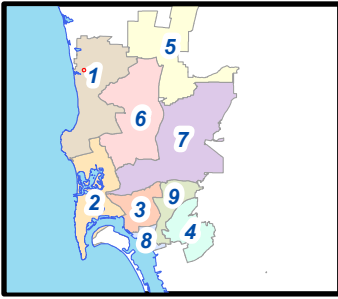
EXHIBIT O
LOCATION MAP

2729 Caminito San Pablo Emergency Storm Drain Repair


SENIOR ENGINEER
JONG CHOI
619-533-549

PROJECT MANAGER
JUNMIN PAN
619-533-6682

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



Legend

 B22096



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EXHIBIT P

CONTRACTOR'S NOTES FOR EMERGENCY PROJECTS

CONTRACTOR'S NOTES

1. CONTRACTOR TO EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE EXACT SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
2. CITY FORCES, WHERE CALLED OUT SHALL MAKE PERMANENT CUTS & PLUGS, CONNECTIONS, ETC. EXISTING MAINS SHALL BE KEPT IN SERVICE IN LIEU OF HIGH-LINING, AS STATED IN APPENDIX P.
3. STORM DRAIN INLETS ARE TO REMAIN FUNCTIONAL/OPERATIONAL AT ALL TIMES DURING CONSTRUCTION.
4. CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER IMMEDIATELY IF A ONE FOOT VERTICAL SEPARATION (FROM OUTSIDE PIPE WALL TO OUTSIDE PIPE WALL) BETWEEN SEWER AND WATER MAINS CANNOT BE MAINTAINED.
5. CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER IMMEDIATELY IF A 6-INCH VERTICAL SEPARATION (FROM OUTSIDE PIPE WALL TO OUTSIDE PIPE WALL) BETWEEN UTILITIES OTHER THAN SEWER AND WATER MAINS CANNOT BE MAINTAINED.
6. CONTRACTOR TO MAINTAIN A MINIMUM 3' OF COVER OVER TOP OF WATER MAIN.
7. IF ADDITIVE ALTERNATE "A" IS AWARDED, CONTRACTOR SHALL FURNISH MATERIALS, INSTALL, MAINTAIN AND DISMANTLE HI-LINE PER SPECIFICATION SECTION 900-1.1.5.
8. CONTRACTOR SHALL RESTORE ALL TRENCHES ON THE PAVEMENT WORKED BY CITY FORCES AFTER FINAL CONNECTION.
9. CONTRACTOR SHALL PROVIDE A 1-FOOT SAND CUSHION OR A MINIMUM 6-INCH SAND CUSHION WITH 1-INCH NEOPRENE PAD FOR ALL CROSSINGS WHERE VERTICAL CLEARANCE BETWEEN CROSSINGS IS 1-FOOT OR LESS.
10. POT HOLE ALL UTILITIES THAT CROSS PROPOSED WATER MAIN BEFORE TRENCHING
11. EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT EXACT.
12. FOR COORDINATION OF THE SHUTDOWN OF TRANSMISSION MAINS (16 INCHES OR LARGER), CONTACT THE CITY'S SENIOR WATER DISTRIBUTION OPERATIONS SUPERVISOR AT (616)-524-7438. FOR COORDINATION OF THE SHUTDOWN OF DISTRIBUTION MAINS (LESS THAN 16 INCHES), CONTACT THE CITY'S WATER OPERATIONS DISTRICT MANAGER AT (619)-527-3945.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LICENSED LAND SURVEYOR OR LICENSED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF CALIFORNIA SHALL FIELD LOCATE, REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING MONUMENTS PRIOR ANY EARTHWORK,

DEMOLITION OR SURFACE IMPROVEMENTS. IF DESTROYED, A LICENSED LAND SURVEYOR SHALL REPLACE SUCH MONUMENT(S) WITH APPROPRIATE MONUMENTS. WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILLED WITH THE COUNTY SURVEYOR. IF ANY VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION.

14. CONSTRUCTION STORM WATER PROTECTION NOTES

- a. TOTAL SITE DISTURBANCE AREA- 0.1 (ACRES)
- b. HYDROLOGIC UNIT/WATERSHED- Penasquitos HU/ Los Penasquitos WMA
- c. HYDROLOGIC SUBAREA NAME & NO.- Miramar Reservoir & 906.10
- d. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE

WPCP

THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100

SWPPP

THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT ORDER 2009-0009-DWQ AS AMENDED BY ORDER 2010-0014-DWQ AND 2012-0006-DWQ

TRADITIONAL: RISK LEVEL 1 2 3

LUP: RISK TYPE 1 2 3

- e. CONSTRUCTION SITE PRIORITY

ASBS HIGH MEDIUM LOW

15. ALL ADVANCE METERING INFRASTRUCTURE (AMI) DEVICES ATTACHED TO THE WATER METER OR LOCATED IN OR NEAR WATER METER BOXES, COFFINS, OR VAULTS SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

EXHIBIT Q

SAMPLE CITY INVOICE

EXHIBIT R

SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Work will include repairing the storm drain and embankment by replacing-in-place an approximately 70-foot segment of CMP with RCP, installation of new clean-out, removal of a tree undermined by the sinkhole formation, and slope restoration/revegetation of any excavated area.

2. **LOCATION OF WORK:** The location of Work is as follows:

Project is located at 2729 Caminito San Pablo, San Diego, CA.

See **Exhibit O – Location Map.**

3. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **178 Working Days.**