


CITY OF SAN DIEGO
M E M O R A N D U M

DATE: May 6, 2013
TO: Stacey Lo Medico, Director
FROM: Dennis Gakunga, Purchasing Agent
SUBJECT: Sole Source Request for Sole Source request for Emergency Contract actions
to make the necessary repairs/replacement at Dixion Estates

Your Sole Source Request for the above subject with TC Construction Company, Inc. was approved. In order for a Purchase Order to be issued, your department has to submit a purchase requisition. In the internal header notes of the requisition, please reference Sole Source Case Number 2917. For questions, please contact Paul Chopin at x55298.

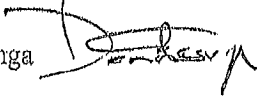


Dennis Gakunga
Purchasing Agent

DG/br

cc: Scott Chadwick, Interim Chief Operating Officer
Valerie VanDeweghe, Acting Risk Management Director
James Nagelvoort, Assistant Director, Engineering & Capital Projects Department
Kathleen Hasenauer, Deputy Director, Developed Regional Parks
Mark Nassar, Director, Public Works Department
Ali Darvish, Project Officer, Public Works Department
Paul Darvishi, Associate Engineer, Asset Management, Park and Recreation
Department
Dab Daneri, District Manager, Developed Regional Parks
Michael Ruiz, Grounds Maintenance Manager, Developed Regional Parks

CITY OF SAN DIEGO
MEMORANDUM

DATE: 5/2/2013
TO: Dennis Gakunga 
FROM: Paul Chopin
SUBJECT: Sole Source Request — TC Construction Company, Inc. for Sole Source request for Emergency Contract actions to make the necessary repairs/replacement at Dixon Estates

Negotiated Total:
Dept. Est. Total: \$148,665.00
Vendor: TC Construction Company, Inc.
Expiration Date: One-Time Purchase
Recommendation: **Approved**

On Wednesday, April 3, 2013, there was a fire that engulfed and further damaged several vacant structures within Sunset Cliffs National Park. In the course of City staff's assessment of the damage, it was determined that there is no way to properly secure the buildings from further damage or public access. It is critical that the structures are removed immediately. City crews have since fenced off the affected area. However, this is a temporary measure and does not ensure proper securing of the area from potential public health and safety issues/liabilities.

City staff has met and reviewed several options to accomplish the remediation work in a expeditious manner. We have elected to utilize the City's On-Call Emergency Contractor list. Through this list, TC Construction Company, who has been prequalified, was contacted to perform emergency construction services. In accordance with the City's established policy for use of the Emergency On-Call Emergency Contractors list, and rotation order, TC was in the next position to be eligible to perform this emergency project. TC has the capacity and the technical ability to perform the required work and support the City's schedule. TC Construction Company will demolish and remove the affected structures.

Since this project is within City's open space parks with no immediate neighboring businesses and/or residents, it has been determined that there would be no need for door hangers or other notifications. Furthermore, this situation will not cause traffic closures/delays. Therefore, with regard to this project, no outreach efforts will be needed to alert the stakeholders. Also, no other City services will be interrupted as a result of this emergency work.

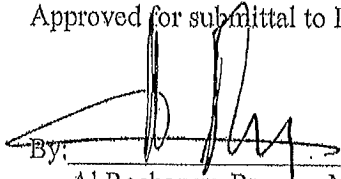
The schedule required for a standard competitive bidding selection would not support the urgency and criticality of this situation. TC Construction Company met with City staff from the

CITY OF SAN DIEGO
M E M O R A N D U M

Public Works Dept., and Park and Recreation Dept., and is familiar with the conditions and requirements of this emergency project and is ready to mobilize immediately.

Refer to Sole Source #2917 for this project.

Approved for submittal to Dennis Gakunga, Director of Purchasing & Contracting:

By: 
Al Rechancy, Program Manager
Public Works Contracting Group

Date: 5/2/13



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: April 17, 2013
TO: Honorable Council President Todd Gloria and Members of the City Council
FROM: Tony Heinrichs, Director, Public Works Department
SUBJECT: Emergency Demolition of Damaged Structures at Ladera Street -- Sole Source Award for Contractor Agreement

Pursuant to San Diego Municipal Code Section 22.3212, "Contracts Not Required to be Competitively Bid", Section C, "a contract to remedy an emergency that affects public health or safety," I am hereby notifying you of the sole source selection and forthcoming contract award to TC Construction Company, for construction of the project described below.

This memorandum is to inform the City Council of an Emergency Sole Source award for the demolition and removal of the damaged structures at 4401 Ladera Street in the Peninsula Community

On Wednesday, April 3, 2013, there was a fire that engulfed and further damaged several vacant structures within Sunset Cliffs Natural Park. In the course of staff's assessment of the damage, it was determined that there is no way to properly secure the buildings from further damage or public access. It is critical that the structures are removed immediately. City crews have since fenced off the affected area. However, this is a temporary measure and does not ensure proper securing of the area. The Emergency Request Memo from Park and Recreation Director is attached for reference.

City staff has met and reviewed several options to expedite the remediation work in an expeditious manner. We have elected to utilize the City's On-Call Emergency Contractor list. Through this list, we contacted TC Construction Company who has been pre-qualified to perform emergency construction services. In accordance with the rotation order and policy established, this company was in the next position to be eligible to perform this emergency project. It has the capacity and the technical ability to perform the required work in an expeditious fashion. TC Construction Company will demolish and remove the affected structures.

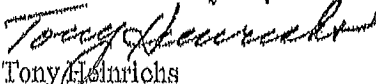
Page 2

Honorable Council President Todd Gloria and Members of the City Council
April 17, 2013

Since this project is within City's open space parks with no immediate neighboring businesses and residents, it has been determined that there would be no need for door hangers or other notifications. Furthermore, this situation will not cause traffic closures/delays. Therefore, no outreach efforts will be needed to alert the stakeholders in this regard. Also, no other City services will be interrupted as a result of this emergency work.

The schedule required for a standard competitive bidding selection would not support the urgency and criticality of this situation. TC Construction Company has met with Public Works and Park and Recreation staff and is familiar with the conditions and requirements for this work and is ready to begin work immediately. Construction cost will be determined on a time and material basis, a current not to exceed amount of \$100,000 has been agreed upon by both Public Works and Park and Recreation Departments for this purpose. This amount will be adjusted to reflect the actual cost of the emergency contract.

If there are any technical questions regarding this project, please contact Joseph Diab, Project Manager at (619) 533-4615. For contractual questions, please contact Downs Prior, Principal Contract Specialist, at (619) 235-5298.


Tony Heinrichs
Director, Public Works Department

AD/ad

Attachment: (1) Emergency Request Memo from Park and Recreation Director

cc: Scott Chadwick, Interim Chief Operating Officer
Nelson Hernandez, Assistant Chief Operating Officer
James Nagelvoort, Assistant Director, Public Works Department
Henry Foster, Interim Director, Equal Opportunity Contracting Program
Greg Bych, Interim Chief Financial Officer, Risk Management
Valerie VanDeweghe, Acting Director Risk Management Department
Dave Zoumaras, Deputy Director, Public Works Department
Daren Greenhalgh, Deputy Director, Public Works Department
Mark Nassar, Deputy Director, Public Works Department
Jim Shamlooufard, Senior Civil Engineer, Public Works Department
Pete DeLara, Deputy City Attorney, City Attorney's Office
Al Rechany, Program Manager, Public Works Contracting Group
Downs Prior, Principal Contract Specialist, Public Works Contracting Group
Paul Chopin, Principal Contract Specialist, Public Works Contracting Group
Ali Darvishi, Project Officer II, Public Works Department
Joseph Diab, Project Manager Public Works Department



THE CITY OF SAN DIEGO

MEMORANDUM

DATE: April 5, 2013

TO: Tony Heinrichs, Director, Public Works Department

FROM: Stacey LoMedico, Director, Park and Recreation Department

SUBJECT: Fire at Ladera (Dixon Estates) Properties in Sunset Cliffs National Park

The purpose of this memorandum is to alert you to an emergency condition located in Sunset Cliffs National Park.

On Wednesday, April 3, 2013, there was a fire that engulfed and further damaged the structures. In the course of staff's assessment of the damage, it was determined that there is no way to properly secure the buildings from further damage or public access. It is critical that the structures are removed immediately.

Pursuant to San Diego Municipal Code Section 22.3212, "Contracts Not Required to Be Competitively Bid," Section C, it is requested that you formally notify the Council of the existing emergency, and initiate sole source emergency contract actions to make the necessary repairs/replacement.

Thank you for your quick response to this request. If you need further assistance from my staff, please contact Mr. Dan Daneri at 619.235.5914.

SL:bp

Attachments: 4/4/13 - Photos of the Damaged Structure

cc: Scott Chadwick, Interim Chief Operating Officer
Valerie VanDeweghe, Acting Risk Management Director
James Nagelvoort, Assistant Director, Engineering & Capital Projects Department
Kathleen Hasenauer, Deputy Director, Developed Regional Parks
Mark Nassar, Deputy Director, Public Works Department
Ali Darvishi, Project Officer, Public Works Department
Paul Jacob, Associate Engineer, Asset Management, Park and Recreation Department
Dan Daneri, District Manager, Developed Regional Parks
Michael Ruiz, Grounds Maintenance Manager, Developed Regional Parks







City of San Diego

CONTRACTOR'S NAME: TC construction CO INC
ADDRESS: 10540 prospect Ave, Santee CA 92071
TELEPHONE NO.: 619.448.4500 FAX NO.: 619.448.3341
CITY CONTACT: Claudia Abarca - Contract Specialist, Email: CAbarca@san Diego.gov
Phone No. 619-533-3439, Fax No. 619-533-3633
JDIAB / NB / LS

COPY

CONTRACT DOCUMENTS



FOR

EMERGENCY DEMOLITION OF 4401 LADERA ST. STRUCTURES

VOLUME 1 OF 1

BID NO.: K-13-6002-EMR-1-C
SAP NO. (WBS/IO/CC): S-10091
CLIENT DEPARTMENT: 2113
COUNCIL DISTRICT: 2
PROJECT TYPE: GF

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

ENGINEER OF WORK

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



For City Engineer

6-6-13

Date

Seal:



TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
1. NOTICE INVITING BIDS	4
2. AGREEMENT	12
3. EXHIBITS	
• Exhibit A – Drug-Free Workplace Certification	17
• Exhibit B – ADA Compliance Certification	19
• Exhibit C – Contractor Standards - Pledge of Compliance	21
• Exhibit D – Affidavit of Disposal	23
• Exhibit E – Non-Collusion Affidavit	25
• Exhibit F – Contractors Certification Of Pending Actions.....	27
• Exhibit G – Equal Benefits Ordinance Certification of Compliance	29
• Exhibit H – Forms	31
• Exhibit I – Supplementary Special Provisions (SSP)	34
• Exhibit J – Proposal.....	41
• Exhibit K – Notice of Exemption	47
• Exhibit L – Demolition Plan	50

CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

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 the demolition of existing structures to include but not limited to roof material, interior and exterior walls. It also consists of cut and cap existing utilities and removal of fences, septic tanks, trees and associated debris. See demolition plan in exhibit M.
- 1.3. This solicitation is for a firm Bid with Lump Sum and Unit Price items to be paid in accordance with SECTION 9, "MEASUREMENT AND PAYMENT" of the Specifications.

2. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 2.1. **Prior** to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers **must** register with Prism®, the City's web-based contract compliance portal at:

<https://pro.prismcompliance.com/default.aspx>.
- 2.2. 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.

- 3.1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE in their entirety and SUBSTITUTE with the following:

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, 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 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.
3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
4. The Contractor further agrees 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. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees 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. The Contractor, Subcontractors and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractor shall ensure their subcontractors comply with this program. Nothing in this section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

The Contractor shall include the foregoing clause in all contracts between the Contractor and 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 of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.

3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
 6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
 7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
 8. The Contractor disseminates its EEO Policy to union and community organizations.
 9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
 10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.

11. The Contractor maintains 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.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
16. The Contractor ensures 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.

4. SUBCONTRACTING PARTICIPATION PERCENTAGES.

- 4.1. The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
- 4.2. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:
 - 4.2.1. Total voluntary subcontractor participation percentage for this project is **15.7%**.

5. **CONTRACT TIME:** The Work shall be completed within **50 Calendar Days** from the date of issuance of the NTP unless extended by the Engineer.
6. **CONTRACT PRICE:** The Engineer's Estimate of the Contract Price is **\$128,265**. The Contractor shall not perform Work that exceeds the Engineer's Estimate excluding Allowances without prior written notice from the Engineer that sufficient additional funding has been secured.

7. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time of award. The City has determined the following licensing classification(s) for this contract: Class A, Class B, or both.
8. **JOINT VENTURE CONTRACTORS.** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
9. **WAGE RATES:** Prevailing wages are not applicable to this project.
10. **PRE-BID SITE VISIT:** The Contractor is encouraged to visit the Work Site with the Engineer. The purpose of the Site visit is to acquaint Contractors with the Site conditions.
11. **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")	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings – Standard Drawing Updates Approved For Use*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

12. **PREQUALIFICATION OF CONTRACTORS:** The contractor must be pre-qualified for the City estimated Contract Price prior to Award. For additional information or the answer to questions about the prequalification program, please contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
13. **INSURANCE REQUIREMENTS:**
 - 13.1. 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.
 - 13.2. Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

14. **CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid.
15. **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 proposals shall be the sole responsibility of the Contractor.
16. **SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-1.6, "Trade Names or Equals."
17. **AWARD PROCESS:** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code §22.3007.

This contract is deemed to be awarded, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

18. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Bid non-responsive and ineligible for award.
19. **PLANS AND SPECIFICATIONS:** Questions about the meaning or intent of the Contract Documents as related to the scope of Work and of technical nature shall be directed to the City's Project Manager prior to Bid opening. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda.

Oral and other interpretations or clarifications will be without legal effect. The Director (or designee), Public Works Department is the officer responsible for opening, examining, and declaring of competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Questions in these areas of responsibility (e.g., i.e. Pre-qualification, EOCP information, bidding activities, bonds and insurance, etc. as related to this contract shall be addressed to the Contract Specialist, Public Works Department, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, Telephone No. (619) 533-3450.

20. **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.
21. **PROPOSAL FORMS:** The signature of each person signing shall be in longhand.
22. **AWARD OF CONTRACT OR REJECTION OF BIDS:**
 - 22.1. This contract may be awarded to a contractor selected from the City's as-needed emergency contractors list.

22.2. This contract may be awarded to a contractor without competitive bidding if an emergency exists requiring the immediate mobilization of a contractor to protect people or property.

22.3. The City of San Diego reserves the right to reject any or all bids received when such rejection is in the best interests of the City.

23. **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 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE within **3 Working Days** after receipt by the Contractor of a form of contract for execution unless an extension of time is granted to the Contractor in writing. Bonds shall be in amount of the Contract Price for the Work included in the Bid.

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

The Contractor shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

24. **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 2-7, 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.

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

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

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

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

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

25.5. 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.

- 25.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 25.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

Tony Heinrichs, Director
Public Works Department

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

This emergency construction services agreement (Agreement) is made and entered into by and between The City of San Diego (City), California a municipal corporation, and **TC CONSTRUCTION COMPANY** (Contractor), for the purpose of designing (when required) and constructing emergency projects 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 the Notice Inviting Bids.
- B. The City desires to contract with a single entity for Emergency Construction Services, as set forth in this agreement.
- C. The City has issued a Request for Qualifications (RFQ) for on-call emergency contractors, List 7 – Debris Removal is to perform these services.
- D. In accordance with City's RFQ, RFQ number **5753**, the Contractor submitted a Statement for Qualifications (SOQ) for the Project pursuant to which the City established a pre-qualified list from the most highly qualified contractors to perform emergency Construction Services as directed by the City in accordance with the methods described in the RFQ.
- E. In accordance with the City's 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 pursuant to 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 construction services required as specified in the Scope of Required 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:

INTRODUCTORY PROVISIONS

- 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. This agreement incorporates the Standard Specifications for Public Works Construction (The GREENBOOK), including those amendments set forth in the City of San Diego Supplements included in The WHITEBOOK. All changes, additions, or both are stated herein and all other provisions remain unchanged.
- D. The Contractor shall comply with City's Equal Opportunity Contracting Program Requirements set forth in the Contract Documents. See The WHITEBOOK.
- E. 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.
- F. Upon award, amendment, renewal, or extension of such contracts, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of City Municipal Code §22.3224.
- G. The Contractor shall ensure that the Subcontractors whose subcontracts are greater than \$50,000 in value 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 §22.3224. A sample provision is as follows:

“Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3224 (“Contractor Standards”), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference.”
- H. Pledge of Compliance may be downloaded at:


http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf
- I. The City received initial approval as a Labor Compliance Program on August 11, 2003. The limited exemption from prevailing wages pursuant to Labor Code §1771.5(a) does not apply to contracts under jurisdiction of the Labor Compliance Program. Inquiries, questions, or assistance about the Labor Compliance Program should be directed to: Equal Opportunity Contracting Program, 1010 Second Avenue, Suite 1400, MS 614C, San Diego, CA 92101, Tel. (619) 533-3450.
- J. 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.
- K. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the specified Working Days in the Notice Inviting Bids from the NTP unless authorized otherwise by the Engineer. Time is of essence for the completion of the Work and the Project has critical milestones to be met as listed in the Notice Inviting Bids.

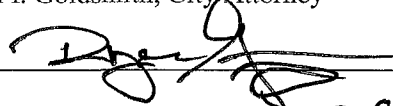
- L. This contract is for a firm price including Lump Sum and Unit Price items. The City shall pay the Contractor for performance of the Work in accordance with Section 9, "Measurement and Payment" of the specifications.
- M. During the final design process (if any), if the Contractor modifies the Project 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.
- N. Prior to NTP or as required by the City, the Contractor shall:
 - a) file surety bonds with the City to be approved by the City in the amounts and for the purposes noted in the Notice Inviting Bids and
 - b) obtain the required insurance in accordance with 7-3, "LIABILITY 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.

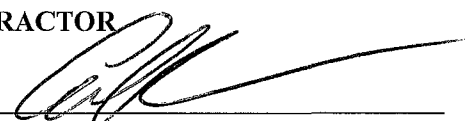
THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

By 
 Print Name: Tony Heinrichs
 Director, Department of Public Works
 Date: 6/18/13

Jan I. Goldsmith, City Attorney
 By 
 Print Name: RYAN P GERRITY
 Deputy City Attorney
 Date: 6/17/13

CONTRACTOR

By 
 Print Name: Austin Cameron
 Title: Secretary
 Date: 6/10/2013
 City of San Diego License No.: B1987004773
 State Contractor's License No.: 402459

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

TC CONSTRUCTION COMPANY, 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
ONE HUNDRED TWENTY EIGHT THOUSAND TWO HUNDRED SIXTY FIVE DOLLARS
AND ZERO CENTS (\$128,265.00) for the faithful performance of the annexed contract, and in the
sum of ONE HUNDRED TWENTY EIGHT THOUSAND TWO HUNDRED SIXTY FIVE
DOLLARS AND ZERO CENTS (\$128,265.00) for the benefit of laborers and materialmen
designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Emergency Demoliton of 4401 Ladera St. Structures, Bid Number K-13-6002-EMR-1-C**, 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. 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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Diego }

On June 10, 2013 before me, Sandra Weeks, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Austin Cameron
Name(s) of Signer(s)



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: Sandra Weeks
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

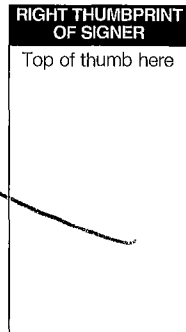
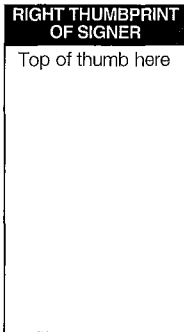
Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____



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

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

Dated _____ June 7, 2013 _____

Approved as to Form and Legality

TC Construction Company, Inc. _____

Principal

By _____

Austin Cameron, Secretary

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By _____
Deputy City Attorney

Liberty Mutual Insurance Company _____

Surety

By _____

Tara Bacon, Attorney-in-fact

Approved:

By _____
Tony Heinrichs
Director, Department of Public Works

790 The City Drive, Suite 200 _____

Local Address of Surety

Orange, CA 92868 _____

Local Address (City, State) of Surety

(800) 763-9268 _____

Local Telephone No. of Surety

Premium \$ 1,247.00 _____

Bond No. 024046079 _____

ACKNOWLEDGMENT

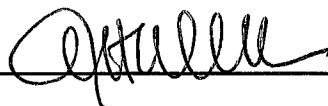
State of California
County of San Diego

On June 7, 2013 before me, Maria Hallmark, Notary Public, personally appeared Tara Bacon, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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 IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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.

5441406

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, 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, **BRADLEY R. ORR; DALE G. HARSHAW; GEOFFREY SHELTON; KYLE KING; 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 21st day of June, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 21st day of June, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance 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 Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless 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 Gregory W. Davenport, Assistant Secretary to appoint such attorney-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, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless 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 7th day of June, 2013.



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

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

EXHIBIT A

DRUG-FREE WORKPLACE CERTIFICATION

EXHIBIT A

DRUG-FREE WORKPLACE

PROJECT TITLE: Emergency Demoliton of 4401 Ladera St. Structures

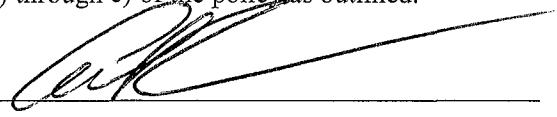
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

TC construction Co INC

(Name under which business is conducted)

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.

Signed



Printed Name

Austin Cameron

Title

secretary

EXHIBIT B

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

EXHIBIT B

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Emergency Demoliton of 4401 Ladera St. Structures

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

TC construction CO INC

(Name under which business is conducted)

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.

Signed



Printed Name

Austin Cameron

Title

Secretary

EXHIBIT C

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

EXHIBIT C


CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Emergency Demoliton of 4401 Ladera St. Structures

I declare under penalty of perjury that I am authorized to make this certification on behalf of _____, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, "Contractor Standards", of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3224.

Dated this 10th Day of June, 2013.

Signed 

Printed Name Austin Cameron

Title Secretary

EXHIBIT D

AFFIDAVIT OF DISPOSAL

EXHIBIT D

AFFIDAVIT OF DISPOSAL

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

Emergency Demoliton of 4401 Ladera St. Structures

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-13-6002-EMR-1-C**; SAP No. (WBS/IO/CC) **S-10091** 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 E

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

EXHIBIT E

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 SANTEE) ss.

AUSTIN CAMERON, being first duly sworn, deposes and says that he or she is SECRETARY of 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.

Signed: [Signature] AUSTIN CAMERON
Title: SECRETARY

State of California County of San Diego
Subscribed and sworn to (or affirmed) before me on this 10th day of June, 2013 by Austin Cameron
Subscribed and sworn to before me this day of 2013
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
Signature Sandra Weeks

Notary Public

(Seal)

(SEAL)



EXHIBIT F

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

EXHIBIT F

CONTRACTORS 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: TC CONSTRUCTION CO. INC.

Certified By AUSTIN CAMERON Title SECRETARY



 Signature

Date 06/10/2013

USE ADDITIONAL FORMS AS NECESSARY

EXHIBIT G

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

EXHIBIT G

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
 202 C Street, MS 9A, San Diego, CA 92101
 Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: TC construction CO INC Contact Name: Austin Cameron
 Company Address: 10540 Prospect Ave Santee CA 92071 Contact Phone: 619.449.4540 ext 117
 Contact Email: @cameron@tcincsd.com

CONTRACT INFORMATION

Contract Title: Emergency Demolition of 4401 Ladera St Structures Start Date: TBD
 Contract Number (if no number, state location): K-13-0002-EMR-1-C End Date: TBD

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Austin Cameron, Secretary _____ [Signature] _____ 6/10/2013
 Name/Title of Signatory Signature Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: _____ EBO Analyst: _____ Approved Not Approved – Reason: _____

(Rev 02/15/2011)

EXHIBIT H

FORMS

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, 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 that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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

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

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

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
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

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^⓪	WHERE CERTIFIED ^⓪
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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	San Diego Regional Minority Supplier Diversity Council	SRMSDC
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.

EXHIBIT I

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
 - 2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).
-

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

1-2 TERMS AND DEFINITIONS.

Normal Working Hours. To the City Supplement, ADD the following:

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

SECTION 2 - SCOPE AND CONTROL OF WORK

2-3.2 Self Performance. DELETE in its entirety and SUBSTITUTE with the following:

1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
2. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 LIABILITY INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:

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

7-3.1 Policies and Procedures.

1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.

3. You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this contract.
4. Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
5. Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

1. You must 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 must be outside the limits of the policy.

7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least “A-, VI” by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

7-3.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

7-3.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document must be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

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

7-3.5.1.2 Primary and Non-Contributory Coverage. The policy must 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 must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

7-3.5.1.3 Project General Aggregate Limit. The policy or policies must 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 must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

7-3.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

7-3.6 Deductibles and Self-Insured Retentions. You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

7-3.7 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.

7-3.8 Notice of Changes to Insurance. You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

7-3.9 Excess Insurance. Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

7-4 WORKERS' COMPENSATION INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:

7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.

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

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

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

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

7-4.1.1 Waiver of Subrogation. The policy or policies must 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.

7-5 PERMITS, FEES, AND NOTICES.

To the City Supplement, ADD the following:

The Contractor shall obtain, at no cost to the City; the following permit:

Demolition Permit

7-8.6 Water Pollution Control. ADD the following:

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

7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplements, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Your duty to indemnify and hold harmless does not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its officers, or employees.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-2 FIELD OFFICE FACILITIES. To the City Supplements, DELETE in its entirety.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3.2.5 Withholding of Payment. To the City Supplements, item i), DELETE in its entirety and SUBSTITUTE with the following:

- i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM."

**ADD:
9-3.7**

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

SECTION 707 – RESOURCE DISCOVERIES

**ADD:
707-1.1**

Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared **Notice of Exemption for Emergency Demolition of 4401 Ladera St. Structures**, as referenced in the Contract Exhibit. You must comply with all requirements of the Notice of Exemption as set forth in the Contract Exhibit.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

EXHIBIT J

PROPOSAL

EXHIBIT J

PROPOSAL

To the City of San Diego:

Pursuant to "Notice Inviting Bids", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the 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.

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

S/A

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

IF A PARTNERSHIP, SIGN HERE:

N/A

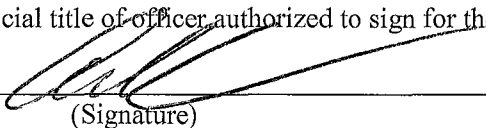
- (1) Name under which business is conducted _____
- (2) Name of each member of partnership, indicate character of each partner, general or special (limited):

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

Full Name and Character of partner

- (4) Place of Business (Street & Number) _____
- (5) City and State _____ Zip Code _____
- (6) Telephone No. _____ Facsimile No. _____

IF A CORPORATION, SIGN HERE:

- (1) Name under which business is conducted TC CONSTRUCTION Co. INC.
- (2) Signature, with official title of officer authorized to sign for the corporation:


(Signature)
AUSTIN CAMERON

(Printed Name)
SECRETARY

(Title of Officer)

(Impress Corporate Seal Here)
- (3) Incorporated under the laws of the State of CALIFORNIA
- (4) Place of Business (Street & Number) 10540 PROSPECT AVE.
- (5) City and State SANTEE, CA. Zip Code 92071
- (6) Telephone No. 619.448.4560 Facsimile No. 619.448.3341

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "NOTICE INVITING BIDS", the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION A, C.21

LICENSE NO. 402459 EXPIRES 4-30-15

This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

E-Mail Address: acameron@taincsd.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

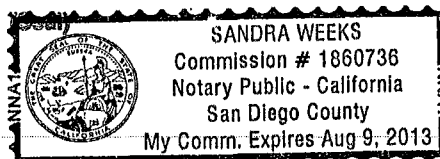
Signature [Handwritten Signature] Title SECRETARY
AUSTIN CAMERON

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

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

(NOTARIAL SEAL)

State of California County of San Diego
Subscribed and sworn to (or affirmed)
before me on this 10th day of JUNE, 2013 by
Austin Cameron
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.
Signature Sandra Weeks



PROPOSAL

The Bidder agrees to the construction of **Emergency Demoliton of 4401 Ladera St. Structures**, for the city of San Diego, in accordance with these contract documents for the prices listed below.

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Amount
1	2	EA	238990	9-3.1	Remove Bee Nests	\$745.00	\$1,490.00
2	1	LS	238990	7-9.1.1	Video Recording Of Pre-Existing Conditions	 	\$1,200.00
3	1	LS	541330	700-13.9.5	Water Pollution Control Program Development	 	\$2,650.00
4	1	LS	237990	700-13.9.5	Water Pollution Control Program Implementation	 	\$6,500.00
5	1	LS	524126	2-4.1	Bonds (Payment and Performance)	 	\$2,300.00
6	1	LS	237990	9-3.1	Install & Remove Temp Fencing	 	\$3,250.00
7	1	LS	238210	9-3.1	Coordinate W/ Sdge For Removal Of Powerlines	 	\$3,400.00
8	1	LS	238990	9-3.1	Remove Trees, Root Balls & Vegetation	 	\$12,450.00
9	1	EA	238910	9-3.1	Demo & Fill Septic Tank & Leach Field	\$1,100.00	\$1,100.00
10	1	LS	238910	9-3.1	Demo & Dispose Of All Above Ground Structures	 	\$61,500.00
11	1	LS	238910	9-3.1	Demo & Dispose Site Concrete & Walls	 	\$9,600.00
12	1	LS	238910	9-3.1	Remove Existing Fences & Footings	 	\$4,200.00
13	1	LS	238910	9-3.1	Clear Slabs & Site Of All Protrusions & Fill Holes	 	\$1,800.00
14	1	LS	238910	9-3.1	Cut & Cap Existing Utility Services	 	\$1,725.00
15	1	LS	238910	9-3.1	Minor Regrading To Make Slabs Flush	 	\$1,200.00
16	1	LS	238910	9-3.1	Stabilize Site with Erosion Control Measures	 	\$3,700.00
17	1	AL	238910		Field Orders – Type II Allowance	 	\$5,000.00
18	1	LS	238910	9-3.4.1	Mobilization	 	\$5,200.00
ESTIMATED TOTAL BASE BID							\$128,265.00

TOTAL BID PRICE FOR BID (Items 1 through 18 inclusive) amount written in words:

one hundred twenty eight thousand two hundred sixty five

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

TERRY CAMERON, PRESIDENT

AUSTIN CAMERON, SEC-TREAS.

STEVE COKER, VICE PRES.

DEREK FRANKEN, VICE PRES.

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.

Bidder: TL CONSTRUCTION Co. INC.

Title: SECRETARY

Business Address: 10540 PROSPECT AVE., SANTEE, CA. 92071

Place of Business: SAME

Place of Residence: N/A

Signature:  AUSTIN CAMERON

NOTES:

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

EXHIBIT K

NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

TO: RECORDER/COUNTY CLERK
P.O. BOX 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT
1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

PROJECT No.: N/A PROJECT TITLE: **DIXON ESTATES EMERGENCY BUILDING DEMOLITON -
WITHIN SUNSET CLIFFS NATURAL PARK**

PROJECT LOCATION-SPECIFIC: The property is located on the western portion of the Sunset Cliffs Natural Park at 4401 Ladera Street within the Peninsula Community Planning Area. Access to the site is via an existing park access road and public parking lot. The property is located entirely within the City's MHPA along the bluff edge.

PROJECT LOCATION-CITY/COUNTY: City of San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: On the evening of April 3, 2013, a fire occurred in the abandoned buildings located at 4401 Ladera Street (also known as the Dixon Estates) within the Sunset Cliffs Natural Park. The San Diego Fire Department subsequently determined that the cause of fire was arson and several individuals were arrested. The fire did significant damage to the buildings and in order to protect the general public and City Park and Recreation staff from hazardous conditions at the site due to remaining standing timbers, roofing that may collapse and the presence of lead and asbestos, the buildings must be demolished as soon as possible. Sunset Cliff Natural Park is an open space park with multiple trails used by pedestrians, bicyclers and the surfer community. Several popular trails and the public parking lot are directly adjacent to the fire damaged property, posing an immediate public health and safety risk. The Park and Recreation Department has requested immediate action to remove the fire damaged structures in accordance with the provisions of the Municipal Code. These buildings were previously evaluated by Historical Resources staff and determined not to be historical resources as they do not meet the criteria for local designation in accordance with the Historical Resources Regulations and Guidelines. Pursuant to the Land Development Code, "If the emergency work involves only temporary impacts to *environmentally sensitive lands*, a Neighborhood Development Permit or Site Development Permit is not required provided the *environmentally sensitive lands* are restored, in a timely manner to their natural state, to the satisfaction of the City Manager." No biological resources are present within the project footprint; therefore a restoration plan is not required. The project is located within the Coastal Overlay Zone; however, a Coastal Development Permit is not required for any action necessary to abate a *public nuisance* as provided under California Public Resources Code Section 30005(b) in accordance with Section 126.0704(f) and as further defined in the Land Development Code.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Public Works-Engineering and Capital Projects Department, 600 B. Street, MS 908A, San Diego, CA 92101, Contact: Joseph Diab, Project Manager, 619-533-4615.

EXEMPT STATUS: (CHECK ONE)

- MINISTERIAL (SEC. 21080(b)(1); 15268);
- DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
- EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c))
- CATEGORICAL EXEMPTION: (SEC. 15306).
- STATUTORY EXEMPTIONS:


REASONS WHY PROJECT IS EXEMPT: This emergency exemption is based on the expert opinion and a finding by the Park and Recreation Director, the Engineering and Capital Projects Department and an inspection by Tony Khalil, Senior Civil Engineer with the Neighborhood Code Compliance Division of the Development Services Department, which concluded that the conditions of the premises are dangerous and unsafe to the extent that the life, health, property or safety of the public is endangered. Although the structures have been in a dilapidated condition for years and have been exposed to the elements resulting in significant deterioration, the recent fire has further exacerbated the unsafe condition of the structures on the property constituting a public nuisance as defined by law, warranting immediate demolition. The determination is supported by the field inspection report summarized above which includes post-fire photographs of the property, written property conditions assessment and a declaration of nuisance based on specific sections of the San Diego Municipal Code.

LEAD AGENCY CONTACT PERSON: Myra Herrmann, Senior Planner, DSD/Environmental Analysis Section. TELEPHONE: (619) 446-5372

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


SIGNATURE/TITLE SENIOR PLANNER

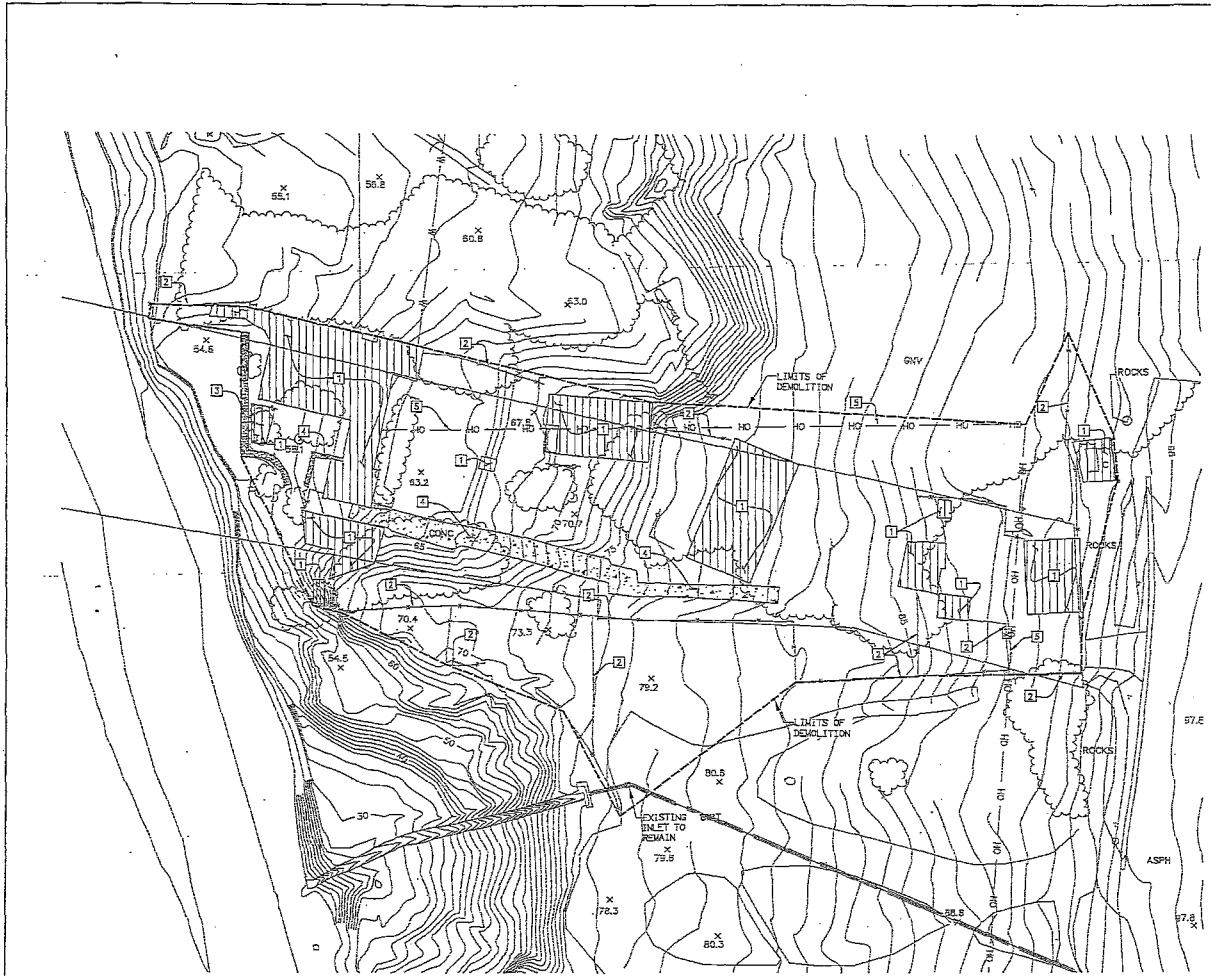
APRIL 18, 2013
DATE

CHECK ONE:

- SIGNED BY LEAD AGENCY
 SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

EXHIBIT L
DEMOLITION PLAN



DEMOLITION NOTES

- 1** REMOVE EXISTING BUILDING TO INCLUDE BUT NOT LIMITED TO ALL ROOF MATERIAL, ALL INTERIOR WALLS, ALL ABOVE-GROUND UTILITIES AND ALL DEBRIS. CONTRACTOR RESPONSIBLE FOR OBTAINING A DEMOLITION PERMIT
- 2** EXISTING FENCE AND FOOTING TO BE REMOVED
- 3** EXISTING BLOCK WALL AND FOOTING TO BE REMOVED
- 4** EXISTING CONCRETE TO BE REMOVED
- 5** EXISTING OVERHEAD POWERLINES TO BE REMOVED. CONTRACTOR TO COORDINATE WITH SDG&E

GENERAL NOTES

ALL AT-GRADE CONCRETE SLABS TO REMAIN. CLEAR THE SLABS OF ALL PROTRUSIONS AND GROUND DOWN FLUSH ANY REINFORCING BARS, PIPES, ETC.

REMOVE ALL FREE STANDING WALLS

FILL IN ANY DEPRESSIONS RESULTING FROM DEMOLITION OF FENCE POST FOOTING, BLOCK WALL FOOTING, DEBRIS REMOVAL, ETC.

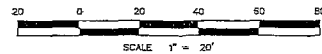
REMOVE ALL WOOD, CONCRETE, METAL, MASONRY GLASS, PLASTIC, CARPETING, SHINGLES AND SHAKE AS WELL AS OTHER ROOFING DEBRIS FROM SITE

REMOVE ALL TRIPPING HAZARD

THE REMAINING SLABS ARE TO BE FLUSH WITH GRADE. WHEN NECESSARY REGRADE TO REMOVE TRIPPING HAZARD

DEMOLITION LEGEND:

- EXISTING BUILDING
- EXISTING CONCRETE
- LIMITS OF DEMOLITION



CONSTRUCTION CHANGE / ADDENDUM			WARNING
CHANGE DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.	
			0 1
			IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

**CITY OF SAN DIEGO
PUBLIC WORKS PROJECT**



I PLANS FOR THE DEMOLITION OF:		YES
THE PROPERTIES AT 4500 LADERA STREET (DIXON ESTATES)		NO
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT		DATE
FOR CITY ENGINEER	BY	PROJECT MANAGER
DESCRIPTION	APPROVED DATE	PROJECT ENGINEER
		COORDINATOR
		CORRE ENGINEER
CONTRACTOR	DATE STARTED	
INSPECTOR	DATE COMPLETED	