



The City of San Diego  
MEMORANDUM

DATE: January 15, 2019  
TO: James Nagelvoort, Director, Public Works  
FROM: Claudia Abarca, Deputy Director, Public Works Contracts *Abarca*  
SUBJECT: Sole Source Agreement for Emergency Repairs to the Civic Theater Water Line

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Dept. Est. Total: \$1,200,000  
Contractor: TC Construction Company, Inc.  
Expiration Date: December 31, 2020

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

JUSTIFICATION:

As a result of a recent water line break and the subsequent technical evaluation, it has been determined that there is a high potential for failure of a water valve assembly that services multiple City buildings in the Civic Center Plaza. Failure of the valve would compromise the safety, health, and sanitation conditions and therefore render the City Administration Building (CAB) and other facilities inoperable.

The City Administration Building is the designated Seat of Government for the City of San Diego, with fully sufficient facilities for City Council meetings, Council Committee meetings, City Council staff daily operations, Mayor's Office staff daily operations, and the daily operations of the Chief Operating Officer, Assistant Chief Operating Officer, Deputy Chief Operating Officers, and multiple City departments.

To relocate these essential City governmental functions from CAB to an alternate and temporary location would substantially degrade the City of San Diego's normal and daily governmental capabilities. The City's designated temporary seat of government can accommodate only the most essential, and consequently limited, governmental functions.

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James Nagelvoort, Director

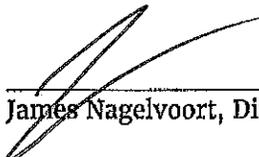
January 15, 2019

Such a reduction of governmental functions would limit the City's emergency response capabilities that would be required during disasters and emergencies; heighten the risk to the City's continuity of government; and pose a risk to life, property, and the environment throughout the City.

**AGREEMENT VALUE & DURATION:**

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

**APPROVED BY:**

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

Date: 1/25/19

cc: Julio Canizal, Director, Risk Management Department  
John Valencia, Executive Director, Office of Homeland Security  
Myrna Dayton, Assistant Director, Public Works Department  
Elif Cetin, Deputy Director, Public Works Department  
Mark Nassar, Deputy Director, Public Works Department  
Luis Schaar, Deputy Director, Public Works Department  
Julie Ballesteros, Assistant Deputy Director, Public Works Department  
Jong Choi, Senior Civil Engineer, Public Works Department  
Catherine Dungca, Senior Civil Engineer, Public Works Department  
Stephen Samara, Principal Contract Specialist, Public Works Department  
Manuel Gonzalez, Associate Civil Engineer, Public Works Department  
Rosa Riego, Senior Contract Specialist, Public Works Department

# City of San Diego

**CONTRACTOR'S NAME:** TC Construction Company

**ADDRESS:** 10540 Prospect Avenue, Santee, CA 92071

**TELEPHONE NO.:** (619) 448-4560 **FAX NO.:** (619) 258-9751

**CITY CONTACT:** Celina Suarez, Contract Specialist, Email: [CSuarez@sandiego.gov](mailto:CSuarez@sandiego.gov)

**Phone No.** (619) 533-6678  
J. Cramoline /M. Jirjis Nakasha /br

## CONTRACT DOCUMENTS

**FINAL**



## FOR

### EMERGENCY CONSTRUCTION SERVICES FOR: CIVIC THEATER WATER LINE

RFQ NO.: K-18-1682-RFQ-3

BID NO.: K-19-1827-EMR-3

SAP NO. (WBS/IO/CC): B-19108

CLIENT DEPARTMENT: 2113

COUNCIL DISTRICT: 3

PROJECT TYPE: BS

**DEPUTY CITY ENGINEER**

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

  
\_\_\_\_\_  
Registered Engineer  
For City Engineer

2-28-19

Seal:



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## CITY OF SAN DIEGO, CALIFORNIA

### GENERAL

#### 1. DESCRIPTION OF WORK:

- 1.1. The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the purpose of designing and constructing this emergency project at the direction of the City Engineer.
- 1.2. The Work consists of repair and reconstruction of **Civic Theater Water Line**. Work will include installation of temporary 8-inch water distribution piping within the basement of the Civic Center complex to serve as a highline system. The new piping will be hung from basement ceiling underneath the plaza. The contractor shall procure a consultant to provide design of hanger spacing and pipe material as well as providing QA/QC. The temporary piping will connect to two new connections stubbed out within the basement, provided by the Public Utilities Department. The building services will be connected to the new temporary line.
- 1.3. This solicitation is for a "Time-and-Materials" contract in accordance with the provisions set forth in 7-3.7, "Agreed Prices" of The GREENBOOK.
- 1.4. This solicitation is for a "Time-and-Materials" contract in accordance with the provisions set forth in 7-3.7, "Agreed Prices" of The GREENBOOK.
- 1.5. A time-and-materials contract provides for acquiring labor, material, equipment and services that shall be paid for in accordance with 2-8, "EXTRA WORK" of The GREENBOOK and WHITEBOOK and as modified by the Supplementary Special.

#### 2. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 2.1. **Prior** to the Award of the Contract or each Task Order, the Contractor must comply with the following registration requirements:
  - 2.1.1. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). **Contractor and Subcontractor Registration Requirements** for compliance with those requirements are outlined in paragraph 8.9 of these "General Instructions".
  - 2.1.2. In addition, prior to award of the Contract or each Task Order, the Contractor and its Subcontractors and Suppliers **must** register with Prism®, the City's web-based contract compliance portal at:  
  
<https://pro.prismcompliance.com/default.aspx>.
  - 2.1.3. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City

reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

3. **EQUAL OPPORTUNITY.** For the City's Equal Opportunity Program requirements see Part 0 of the City of San Diego 2018 Whitebook and Exhibit I - Forms.
4. **CONTRACT TIME:** The Work shall be completed within **132 Working Days** from the date of issuance of the Notice to Proceed.
5. **CONTRACT PRICE:** The Engineer's Estimate of the Contract Price is **\$1,200,000**. The Contractor shall not perform Work that exceeds the Engineer's Estimate excluding Allowances without prior written notice from the City that sufficient additional funding has been secured.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
7. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
  - 7.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
    - 7.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
    - 7.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall

apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

- 7.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.
- 7.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City’s web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 7.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 7.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 7.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 7.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 7.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its

employees and by signing this Contract, Contractor certifies that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

**7.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego’s Equal Opportunity Contracting Department at 619-236-6000.

**7.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

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

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

misdemeanor.

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

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

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

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

**7.12.3. List of all Subcontractors.** The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 4.20.11 above. (Labor code section 1773.3).

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <a href="https://www.sandiego.gov/publicworks/edocref/greenbook">https://www.sandiego.gov/publicworks/edocref/greenbook</a>	2018	PWPI010119 -02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/publicworks/edocref/standarddrawings">https://www.sandiego.gov/publicworks/edocref/standarddrawings</a>	2018	PWPI010119 -03

Title	Edition	Document Number
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/publicworks/edocref/drawings">https://www.sandiego.gov/publicworks/edocref/drawings</a>	2018	PWPI010119 -04
CALTRANS Standard Specifications – <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>	2018	PWPI030119-05
CALTRANS Standard Plans - <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 3 (CA MUTCD Rev 3) - <a href="http://www.dot.ca.gov/trafficops/camutcd/">http://www.dot.ca.gov/trafficops/camutcd/</a>	2014	PWPI030119-07
<p><b>NOTE:</b> *Available online under Engineering Documents and References at: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a></p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

**9. INSURANCE REQUIREMENTS:**

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

**10. SUBCONTRACTOR INFORMATION:**

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

the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

- 10.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 11. SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-6, "TRADE NAMES" in The WHITEBOOK and as amended in the SSP.
- 12. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements shall render the Bid non-responsive and ineligible for award.
- 13. PLANS AND SPECIFICATIONS:** When provided by the City, questions about the meaning or intent of the Contract Documents relating to the scope of Work and technical nature shall be directed to the City's Project Manager prior to commencement of work. Interpretations or clarifications considered necessary by the City in response to such questions will be issued in writing. Oral and other interpretations or clarifications will be without legal effect. Any questions related to this proposal shall be addressed to the, Public Works Contracts Branch, 525 B Street, Suite 750, San Diego, CA 92101, Telephone No. (619) 533-3450.
- 14. SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before

the Contract can be executed.

- 15. PROPOSAL FORMS:** The signature of each person signing may be in longhand or in electronic format as specified by the City. The Contractor shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

**15.1.** The Bidder, by submitting electronically, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this contract are true and correct.

- 16. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel this request for proposal at any time, and further reserves the right to reject submitted proposals, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Contractor as a result of preparing its proposal shall be the sole responsibility of the Contractor.

- 17. AWARD OF CONTRACT OR REJECTION OF PROPSALS:**

**17.1.** This contract may be awarded to a contractor selected from the City's as-needed emergency contractors list or may be awarded to another contractor in case the list of available emergency contractors list is exhausted.

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

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

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

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

quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Contract Documents.

- 20. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 20.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
  - 20.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
  - 20.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
  - 20.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
  - 20.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
  - 20.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
  - 20.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

James Nagelvoort, Director  
Public Works Department

**AGREEMENT  
FOR  
EMERGENCY CONSTRUCTION SERVICES  
BETWEEN  
THE CITY OF SAN DIEGO  
AND  
TC Construction Company**

---

This Emergency Construction Services Agreement (Agreement) is made and entered between THE CITY OF SAN DIEGO, herein called "City" and **TC Construction Company** herein called "Contractor", for the purpose of designing (when required) and performing emergency construction services for **Civic Theater Water Line**, Bid No. **K-19-1827-EMR-3**, in the amount of **(\$1,200,000)** at the direction of the City Engineer. The City and the Contractor are referred to herein as the "Parties."

**RECITALS**

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

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

## **AGREEMENT**

- A. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- B. Exhibits referenced in this agreement are incorporated into the Agreement by this reference.
- C. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- D. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- E. This agreement incorporates the Standard Specifications for Public Works Construction (The 2018 GREENBOOK), including those amendments set forth in the City of San Diego Supplement (The 2018 WHITEBOOK). All changes, additions, or both are stated herein and all other provisions remain unchanged.
- F. The Contractor shall comply with City's Equal Opportunity Contracting Program Requirements set forth in the Contract Documents. See The WHITEBOOK Part 0.
- G. The Contractor, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Agreement can be executed.
- H. The Contractor shall ensure that 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 §22.3004. A sample provision is as follows:
  - 1. "Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3004 ("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."
- I. The Contractor's attention is directed to the provisions of the State of California Labor Code §1776 (Stats. 1978, Ch. 1249). The Contractor shall be responsible for the compliance with these provisions by Subcontractors.
- J. This contract is effective as of the date the City issued the Contractor a written notice to proceed (NTP), or the date of the last signatory below, whichever occurred first.
- K. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the allowed number of Working Days from the NTP as specified in the Notice

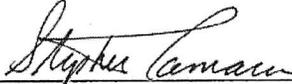
of Award, unless authorized otherwise by the Engineer. Time is of essence for the completion of the Work and the Project has critical milestones to be met as listed in the Notice of Award.

- L. During the final design process (if any), if the Contractor modifies the Project such that a revision of the environmental document is required, the Contractor shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination with City staff. Work shall not proceed on the project until the environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents.
- M. Prior to NTP or as required by the City, the Contractor shall:
  - 1. File surety bonds with the City to be approved by the City in the amounts and for the purposes noted in the Notice Inviting Bids and
  - 2. Obtain the required insurance in accordance with 5-4, "INSURANCE" and any additional insurance as may be specified in the Supplemental Special Provisions.

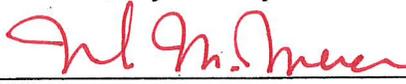
**IN WITNESS WHEREOF**, this Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to the emergency contract provisions of City Charter §94 authorizing such execution, and by the Contractor.

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

By 

Mara W. Elliott, City Attorney

By 

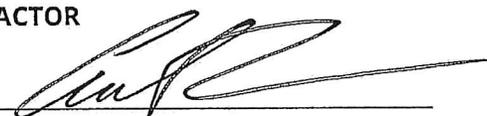
Print Name: Stephen Samara  
Principal Contract Specialist  
Public Works Department

Print Name: Mark A. Mercer  
Deputy City Attorney

Date: 4/18/2019

Date: 5/16/19

**CONTRACTOR**

By 

Print Name: AUSTIN CAMERON

Title: PRESIDENT

Date: 4/15/19

City of San Diego License No.: B1987004773

State Contractor's License No.: 402459

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

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

TC Construction Company Inc \_\_\_\_\_, a corporation, as principal, and Liberty Mutual Insurance Company \_\_\_\_\_, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00)** for the faithful performance of the annexed contract, and in the sum of **One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00)** for the benefit of laborers and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract **Civic Theater Water Line**, Bid number, **K-19-1827-EMR-3**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

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

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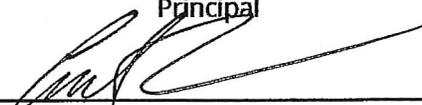
The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated March 11, 2019

Approved as to Form

TC Construction Company, Inc.

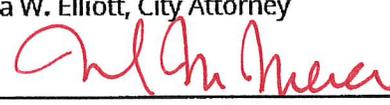
Principal

By 

AUSTIN CAMERON, PRESIDENT

Printed Name of Person Signing for  
Principal

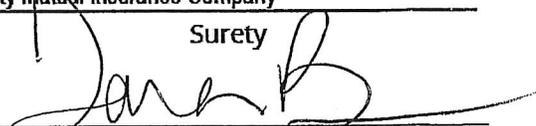
Mara W. Elliott, City Attorney

By 

Deputy City Attorney

Liberty Mutual Insurance Company

Surety

By 

Tara Bacon, Attorney-in-fact

Approved:

By 

Stephen Samara  
Principal Contract Specialist  
Public Works Department

790 The City Drive, Suite 200

Local Address of Surety

Orange, CA 92868

Local Address (City, State) of Surety

714-634-3311

Local Telephone No. of Surety

Premium \$ 10,156.00

Bond No. 024233184

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**  
**CIVIL CODE § 1189**

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

State of California  
County of San Diego )

On March 11, 2019 before me, Maria Hallmark, Notary Public  
(insert name and title of the officer)

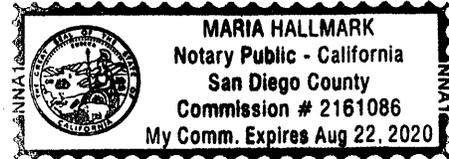
personally appeared Tara Bacon  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature 

(Seal)





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

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

Certificate No: 8196955 - 969522

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Tara Bacon, Dale G. Harshaw, Minna Huovila, Kyle King, John R. Qualin, Geoffrey Shelton

all of the city of San Diego state of California 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 5th day of October, 2018.



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

By: [Signature]
David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of March, 2019.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

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**

## **CONTRACTOR CERTIFICATION**

---

### **DRUG-FREE WORKPLACE**

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

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

**EXHIBIT B**

**AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION**

## CONTRACTOR CERTIFICATION

---

### AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

**EXHIBIT C**

**CONTRACTORS STANDARDS – PLEDGE OF COMPLIANCE**

## CONTRACTOR CERTIFICATION

---

### CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

I further certify that each of the Contractor's subcontractors 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 § 22.3004.

**EXHIBIT D**

**EQUAL BENEFITS ORDINANCE CERTIFICATION**

## CONTRACTOR CERTIFICATION

---

### **Equal Benefits Ordinance Certification**

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

**EXHIBIT E**

**AFFIDAVIT OF DISPOSAL**

**AFFIDAVIT OF DISPOSAL**

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

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

**Civic Theater Water Line**

(Name of Project)

as particularly described in said contract and identified as Bid no. **K-19-1827-EMR-3**; WBS No. **B-19108**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

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

**ATTEST:**

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

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

Notary Public in and for said County and State

**EXHIBIT F**

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

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

State of California

County of San Diego

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

**EXHIBIT G**

**CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

**CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**

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

CHECK ONE BOX ONLY.

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

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

Contractor Name: T C CONSTRUCTION COMPANY, INC.

Certified By AUSTIN CAMERON Title PRESIDENT

 Date 3/12/19  
Signature

**USE ADDITIONAL FORMS AS NECESSARY**

**EXHIBIT H**

**MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**

**MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**

**BIDDER/PROPOSER INFORMATION**

T C CONSTRUCTION COMPANY, INC.  
Legal Name DBA

10540 PROSPECT AVE, SANTEE, CA 92071  
Street Address City State Zip

AUSTIN CAMERON, PRESIDENT 619-448-4560 619-258-9751  
Contact Person, Title Phone Fax

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

\* The precise nature of the interest includes:

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

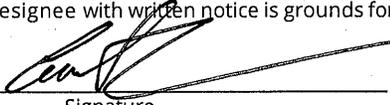
\*\* Directly or indirectly involved means pursuing the transaction by:

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

<u>TERRY CAMERON</u>	<u>CEO</u>
<small>Name</small>	<small>Title/Position</small>
<u>EL CAJON, CA</u>	
<small>City and State of Residence</small>	<small>Employer (if different than Bidder/Proposer)</small>
<u>60% SHAREHOLDER</u>	
<small>Interest in the transaction</small>	
<u>AUSTIN CAMERON</u>	<u>PRESIDENT</u>
<small>Name</small>	<small>Title/Position</small>
<u>EL CAJON, CA</u>	
<small>City and State of Residence</small>	<small>Employer (if different than Bidder/Proposer)</small>
<u>20% SHAREHOLDER</u>	
<small>Interest in the transaction</small>	

**\* Use Additional Pages if Necessary \***

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

AUSTIN CAMERON, PRESIDENT  3/12/19  
Print Name, Title Signature Date

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

**MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**

**BIDDER/PROPOSER INFORMATION**

T C CONSTRUCTION COMPANY, INC.  
Legal Name DBA  
10540 PROSPECT AVE, SANTEE, CA 92071  
Street Address City State Zip  
AUSTIN CAMERON, PRESIDENT 619-448-4560 619-258-9751  
Contact Person, Title Phone Fax

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

\* The precise nature of the interest includes:

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

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

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

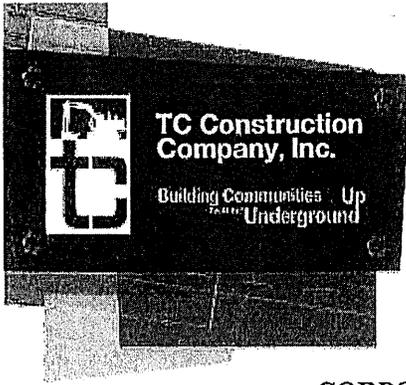
<u>DARREN THARP</u>	<u>VICE PRESIDENT</u>
<small>Name</small>	<small>Title/Position</small>
<u>ALPINE, CA</u>	
<small>City and State of Residence</small>	<small>Employer (if different than Bidder/Proposer)</small>
<u>10% SHAREHOLDER</u>	
<small>Interest in the transaction</small>	
<u>JACK GIEFFELS</u>	<u>CFO/TREASURER/SECRETARY</u>
<small>Name</small>	<small>Title/Position</small>
<u>EL CAJON, CA</u>	
<small>City and State of Residence</small>	<small>Employer (if different than Bidder/Proposer)</small>
<u>10% SHAREHOLDER</u>	
<small>Interest in the transaction</small>	

\* Use Additional Pages if Necessary \*

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

AUSTIN CAMERON, PRESIDENT  3/12/19  
Print Name, Title Signature Date

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



**CORPORATE RESOLUTION OF T C CONSTRUCTION COMPANY INC., a California corporation**

We the undersigned Board of Directors for T C Construction Company, Inc. ("Corporation"), hereby certify that the Corporation is organized and existing under the virtue of the laws of the State of California as a corporation for profit, with its principal office of 10540 Prospect Avenue, Santee, California 92071. We further certify that at a meeting of the Directors of the Corporation, duly called and held on September 4, 2018 at which a quorum was present and voting the following resolution was adopted.

RESOLVED, that Terry Cameron a 60% shareholder of the Corporation has been reappointed CEO, Austin Cameron a 20% shareholder of the Corporation has been reappointed President, Darren Tharp a 10% shareholder of the Corporation has been reappointed Vice President and Jack Gieffels a 10% shareholder of the Corporation has been reappointed CFO/Treasurer/Secretary.

Be it resolved that Terry Cameron has been authorized as CEO, Austin Cameron as President and Jack Gieffels as Treasurer/Secretary to execute any and all contracts, change orders, documents, deeds or any other items required by the Corporation.

EXECUTED at San Diego County, California  
This 4<sup>th</sup> day of September 2018.

Terry Cameron, CEO

Austin Cameron, President

Darren Tharp, Vice President

Jack Gieffels, CFO/Treasurer/Secretary



**EXHIBIT I**

**FORMS**

## LIST OF SUBCONTRACTORS

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Michael Baker International, Inc. Address: 9755 Clairemont Mesa Blvd, Ste 100 City: San Diego State: CA Zip: 92124 Phone: 858-614-5042 Email: JHarris@MBakerintl.com	DESIGNER	1000004231	5346	ENGINEERING	\$50,000.00	N/A	N/A	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

- ① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |
- ② As appropriate, Bidder shall indicate if Subcontractor is certified by:
- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission               | CPUC   |  |          |
| State of California's Department of General Services | CADoGS | City of Los Angeles                              | LA       |
| State of California                                  | CA     | U.S. Small Business Administration               | SBA      |

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

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

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

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

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

**SUBCONTRACTOR LISTING**

**(OTHER THAN FIRST TIER)**

Pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder is to list below the name, address, license number, DIR registration number of any (known tiered subcontractor) - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. If none are known at this time, mark the table below with non-applicable (N/A).**

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____		N/A //		
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				

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

**EXHIBIT J**

**SUPPLEMENTARY SPECIAL PROVISIONS**

## SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

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

### SECTION 2 - SCOPE OF THE WORK

- 2-1 WORK TO BE DONE.** To the "Greenbook", ADD the following:

The Work consists of repair and reconstruction of **Civic Theater Water Line**. Work will include installation of temporary 8-inch water distribution piping within the basement of the Civic Center complex to serve as a highline system. The new piping will be hung from basement ceiling underneath the plaza. The contractor shall procure a consultant to provide design of hanger spacing and pipe material as well as providing QA/QC. The temporary piping will connect to two new connections stubbed out within the basement, provided by the Public Utilities Department. The building services will be connected to the new temporary line.

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

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

### SECTION 3 – CONTROL OF THE WORK

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

1. You shall perform, with your own organization, Contract Work amounting to at least **30%** of the base Bid and **30%** of any alternates.

**3-12.7 Drinking Water Discharges Requirements.** To the “WHITEBOOK”, ADD the following:

1. You shall record the results for each discharge event on the City’s Drinking Water Discharge Monitoring form included as **Exhibit Q - Monthly Drinking Water Discharge Monitoring Form.**

**3-13.3 Warranty.** To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

Warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date that the Work was accepted by the City. Additionally, you shall warranty the Work against all latent and patent defects for a period of 10 years.

### SECTION 4 - CONTROL OF MATERIALS

**4-3.6 Preapproved Materials.** To the “WHITEBOOK”, ADD the following:

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

**4-6 TRADE NAMES.** To the “WHITEBOOK”, ADD the following:

11. You shall submit your list of proposed substitutions for an “equal” item **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on the City’s Product Submittal Form available at:

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

### SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

**5-4 INSURANCE.**

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

#### **5-4.1 Policies and Procedures.**

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

#### **5-4.2 Types of Insurance.**

##### **5-4.2.1 Commercial General Liability Insurance.**

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.

4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

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

**5-4.2.2 Commercial Automobile Liability Insurance.**

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

**5-4.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least “A-, VI” by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

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

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

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

**5-4.5 Policy Endorsements.**

**5-4.5.1 Commercial General Liability Insurance.**

**5-4.5.1.1 Additional Insured.**

1. You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected

officials, officers, employees, agents, and representatives as additional insured.

3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall include liability arising out of:
  - a) Ongoing operations performed by you or on your behalf,
  - b) your products,
  - c) your Work, e.g., your completed operations performed by you or on your behalf, or
  - d) premises owned, leased, controlled, or used by you.
4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
  - a) Ongoing operations performed by you or on your behalf,
  - b) your products, or
  - c) premises owned, leased, controlled, or used by you.

**5-4.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

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

**5-4.5.2 Commercial Automobile Liability Insurance.**

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

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

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

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

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

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

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

**5-4.11 Workers' Compensation Insurance and Employers Liability Insurance.**

1. In accordance with the provisions of §3700 of the California Labor Code, you shall provide at your expense Workers' Compensation Insurance and

Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.

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

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

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

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

**5-13 ELECTRONIC COMMUNICATION.** To the "WHITEBOOK", ADD the following:

2. Virtual Project Manager shall be used on this Contract. For more information, refer to the VPM training videos at the location below:

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

## **SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK**

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

1. The Contract Time shall not be modified except by Change Order.
2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
  - a) If you believe this event requires a Change Order, you shall submit a **written Change Order request with a report to** the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing,

for the Change Order request if you require more time to gather and analyze data.

3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.5, "Excusable Delays" unless you demonstrate, through an analysis of the critical path, the following:
  - a) The event causing the delay impacted the activities along the Project's critical path.
  - b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence and that all project float has been used.
4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within **30 Calendar Days** after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
  - a) Your protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims".

**ADD:**

**6-6.1.1 Environmental Document.**

1. The City of San Diego has prepared a **Notice of Exemption** for **Civic Center Emergency WaterLine Repair, Project No. B-19108.02.06**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Exhibit O**.
2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

**6-6.4 Written Notice and Report.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

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

**SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)**

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

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

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**END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

**EXHIBIT K**

**CONTRACTOR'S COMPENSATION RATE SCHEDULE**

SDP5

REG	CLASS	T&M RATE	TRUCK RENTAL	BASE PREV RATE	FRINGES	FICA/MCARE 7.65%	SUI 6.20%	SDI 0.60%	WC 10%	GL 2.50%	TC Health	TC VAC	Total
Heavy & Highway Work	CARPENTER	20		42.21	19.60	3.23	2.62	0.25	4.22	1.06	0.00	0.00	73.19
Group 4	TRUCK DRIVER	30		23.89	34.69	1.83	1.48	0.14	2.39	0.60	0.00	0.00	65.02
	ON HAUL/ OFF HAUL	301		17.00	2.47	1.30	1.05	0.10	1.70	0.43	0.00	0.00	24.05
Group 1	LABORER (Helper)	43		32.38	21.80	2.48	2.01	0.19	3.24	0.81	0.00	0.00	62.91
Group 3	LABORER	40		33.25	21.80	2.54	2.06	0.20	3.33	0.83	0.00	0.00	64.01
	Labor Appr 1st period	44		17.05	12.77	1.30	1.06	0.10	1.71	0.43	0.00	0.00	34.41
	Labor Appr 2nd period	45		18.75	12.77	1.43	1.16	0.11	1.88	0.47	0.00	0.00	36.57
	Labor Appr 3rd period	46		20.45	12.77	1.56	1.27	0.12	2.05	0.51	0.00	0.00	38.73
	Labor Appr 4th period	47		23.86	12.77	1.83	1.48	0.14	2.39	0.60	0.00	0.00	43.06
	Labor Appr 5th period	48		27.27	12.77	2.09	1.69	0.16	2.73	0.68	0.00	0.00	47.39
	Labor Appr 6th period	49		28.98	12.77	2.22	1.80	0.17	2.90	0.72	0.00	0.00	49.56
	Class 50 Tech Grade 1	50		32.40	8.84	2.48	2.01	0.19	3.24	0.81	0.00	0.00	49.97
	Class 51 Tech Grade 2	51		27.06	8.69	2.07	1.68	0.16	2.71	0.68	0.00	0.00	43.04
	Class 52 Tech Grade 3	52		24.51	8.60	1.88	1.52	0.15	2.45	0.61	0.00	0.00	39.72
	Class 53 Tech Grade 4	53		17.61	6.90	1.35	1.09	0.11	1.76	0.44	0.00	0.00	29.26
Group 4	PIPELAYER	41		34.09	21.80	2.61	2.11	0.20	3.41	0.85	0.00	0.00	65.08
Group 8	OPERATOR	60		48.19	27.04	3.69	2.99	0.29	4.82	1.20	0.00	0.00	88.22
Group 2	OILER	61		46.08	27.04	3.53	2.86	0.28	4.61	1.15	0.00	0.00	85.54
Group 4	ROLLER & SCREED OP	63		47.86	27.04	3.66	2.97	0.29	4.79	1.20	0.00	0.00	87.80
Group 10	MECHANIC/HEAVY DUTY	62		48.31	27.04	3.70	3.00	0.29	4.83	1.21	0.00	0.00	88.37
sal foreman		90			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
sal foreman		90			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
sal foreman		90			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
sal foreman		90			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		10			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
		51			8.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.69
					0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50

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

These rates are being specified as the Contractor's standard established rates for calculating labor costs without allowance for overhead and profits. For markup provisions and allowable charges refer to 7-3.7, "Agreed Prices".

OT		T&M RATE	TRUCK RENTAL	BASE PREV RATE	FRINGES	FICA/MCARE 7.65%	SUI 6.20%	SDI 0.60%	WC 10.00%	GL 2.50%	TC Health	TC VAC	Total
Heavy & Highway Work	CARPENTER	20		63.32	19.60	4.84	3.93	0.38	6.33	1.58			99.98
Group 4	TRUCK DRIVER	30		35.84	34.69	2.74	2.22	0.22	3.58	0.90			80.18
Group 1	LABORER (Helper)	43		48.57	21.80	3.72	3.01	0.29	4.86	1.21			83.46
Group 3	LABORER	40		49.88	21.80	3.82	3.09	0.30	4.99	1.25			85.12
	Labor Appr 1st period	44		25.58	12.77	1.96	1.59	0.15	2.56	0.64	0.00	0.00	45.24
	Labor Appr 2nd period	45		28.13	12.77	2.15	1.74	0.17	2.81	0.70	0.00	0.00	48.47
	Labor Appr 3rd period	46		30.68	12.77	2.35	1.90	0.18	3.07	0.77	0.00	0.00	51.71
	Labor Appr 4th period	47		35.79	12.77	2.74	2.22	0.21	3.58	0.89	0.00	0.00	58.21
	Labor Appr 5th period	48		40.91	12.77	3.13	2.54	0.25	4.09	1.02	0.00	0.00	64.70
	Labor Appr 6th period	49		43.47	12.77	3.33	2.70	0.26	4.35	1.09	0.00	0.00	67.96
	Class 50 Tech Grade 1	50		48.60	8.84	3.72	3.01	0.29	4.86	1.22	0.00	0.00	70.54
	Class 51 Tech Grade 2	51		40.59	8.69	3.11	2.52	0.24	4.06	1.01	0.00	0.00	60.22
	Class 52 Tech Grade 3	52		36.77	8.60	2.81	2.28	0.22	3.68	0.92	0.00	0.00	55.27
	Class 53 Tech Grade 4	53		26.42	6.90	2.02	1.64	0.16	2.64	0.66	0.00	0.00	40.43
Group 4	PIPELAYER	41		51.14	21.80	3.91	3.17	0.31	5.11	1.28	0.00	0.00	86.72
Group 8	OPERATOR	60		72.29	27.04	5.53	4.48	0.43	7.23	1.81	0.00	0.00	118.81
Group 2	OILER	61		69.12	27.04	5.29	4.29	0.41	6.91	1.73	0.00	0.00	114.79
Group 4	ROLLER & SCREED OP	63		71.79	27.04	5.49	4.45	0.43	7.18	1.79	0.00	0.00	118.18
Group 10	MECHANIC/HEAVY DUTY	62		72.47	27.04	5.54	4.49	0.43	7.25	1.81	0.00	0.00	119.03
Sal foreman				0.00		0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
sal foreman	Jack Hightower	90		0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		10			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
offsite driver		30			0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50

Double Time			T&M RATE	TRUCK RENTAL	BASE PREV RATE	FRINGES	FICA/MCARE 7.65%	SUI 6.20%	SDI 0.60%	WC 10.00%	GL 2.50%	TC Health	TC VAC	Total
Heavy & Highway Work	CARPENTER	20			84.42	19.60	6.46	5.23	0.51	8.44	2.11			126.77
Group 4	TRUCK DRIVER	30			47.78	34.69	3.66	2.96	0.29	4.78	1.19			95.35
Group 1	LABORER (Helper)	43			64.76	21.80	4.95	4.02	0.39	6.48	1.62			104.01
Group 3	LABORER	40			66.50	21.80	5.09	4.12	0.40	6.65	1.66			106.22
	Labor Appr 1st period	44			34.10	12.77	2.61	2.11	0.20	3.41	0.85	0.00	0.00	56.06
	Labor Appr 2nd period	45			37.50	12.77	2.87	2.33	0.23	3.75	0.94	0.00	0.00	60.38
	Labor Appr 3rd period	46			40.90	12.77	3.13	2.54	0.25	4.09	1.02	0.00	0.00	64.69
	Labor Appr 4th period	47			47.72	12.77	3.65	2.96	0.29	4.77	1.19	0.00	0.00	73.35
	Labor Appr 5th period	48			54.54	12.77	4.17	3.38	0.33	5.45	1.36	0.00	0.00	82.01
	Labor Appr 6th period	49			57.96	12.77	4.43	3.59	0.35	5.80	1.45	0.00	0.00	86.35
Group 4	PIPELAYER	41			68.18	21.80	5.22	4.23	0.41	6.82	1.70	0.00	0.00	108.35
Group 8	OPERATOR	60			96.38	27.04	7.37	5.98	0.58	9.64	2.41	0.00	0.00	149.39
Group 2	OILER	61			92.16	27.04	7.05	5.71	0.55	9.22	2.30	0.00	0.00	144.04
Group 4	ROLLER & SCREED OP	63			95.72	27.04	7.32	5.93	0.57	9.57	2.39	0.00	0.00	148.56
Group 10	MECHANIC/HEAVY DUTY	62			96.62	27.04	7.39	5.99	0.58	9.66	2.42	0.00	0.00	149.70
							0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
							0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
							0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
							0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
							0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
							0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50
							0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50

**EXHIBIT L**

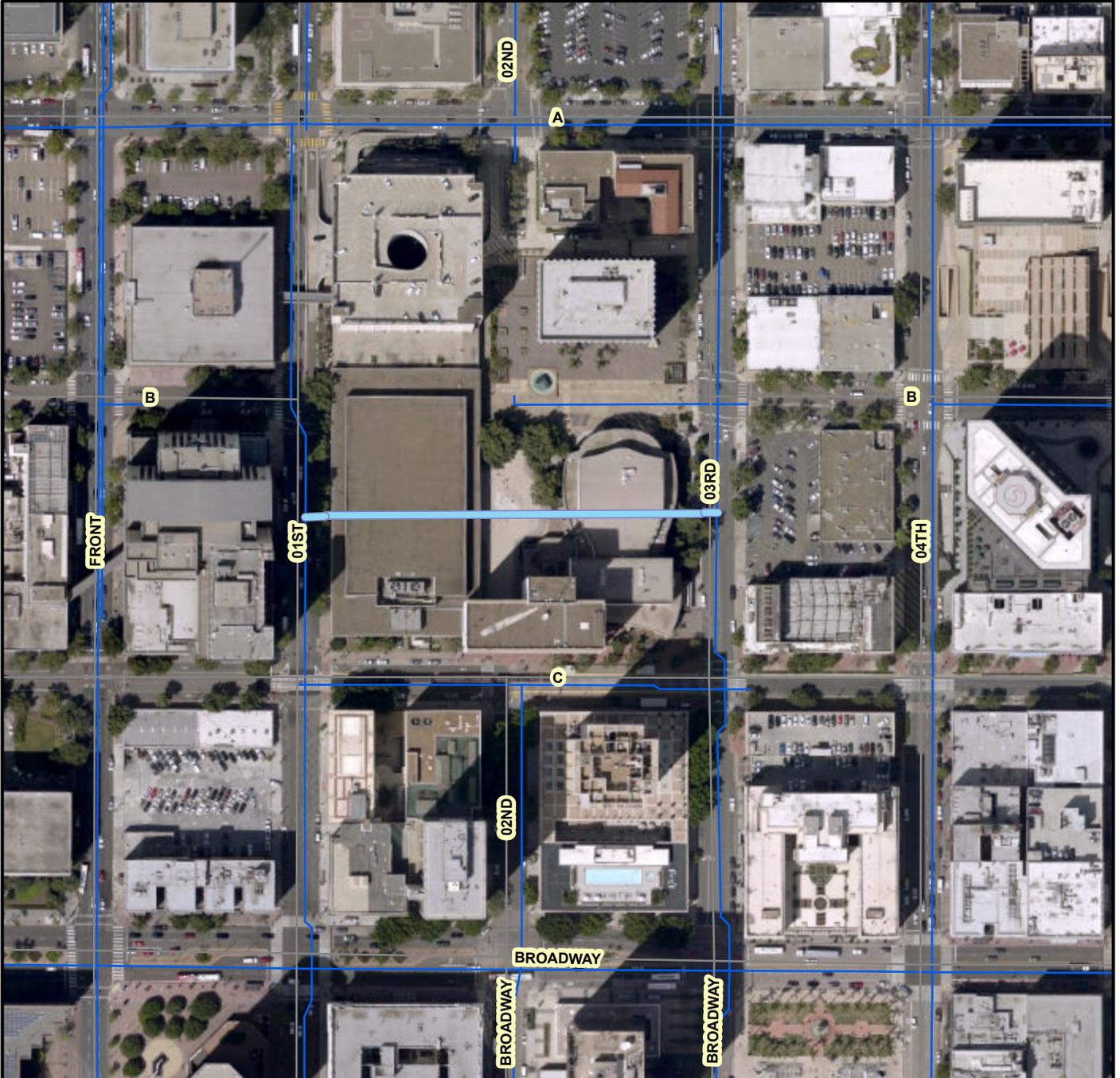
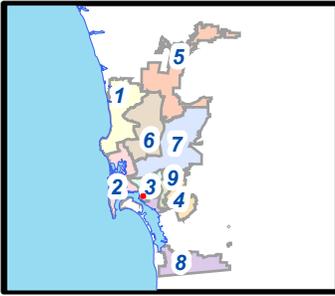
**LOCATION MAP**

**Civic Theater Waterline**

SENIOR ENGINEER  
JONG CHOI  
619-533-5493

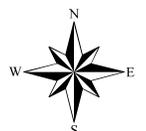
PROJECT MANAGER  
JEFF CRAMOLINE  
619-533-3156

FOR QUESTIONS ABOUT THIS PROJECT  
Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)



**Legend**

— 8-inch Water Line



COMMUNITY NAME: CORE-COLUMBIA

COUNCIL DISTRICT: 3

Date: January 18, 2019

Civic Theater Water Line  
Exhibit L - Location Map



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**EXHIBIT M**

**CONTRACTOR'S NOTES FOR EMERGENCY PROJECTS**

**CONTRACTOR'S NOTES**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LICENSED LAND SURVEYOR OR LICENSED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF CALIFORNIA SHALL FIELD LOCATE, REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING MONUMENTS PRIOR ANY EARTHWORK, DEMOLITION OR SURFACE IMPROVEMENTS. IF DESTROYED, A LICENSED LAND SURVEYOR SHALL REPLACE SUCH MONUMENT(S) WITH APPROPRIATE MONUMENTS. WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILLED WITH THE COUNTY SURVEYOR. IF ANY VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION.
  
2. CONSTRUCTION STORM WATER PROTECTION NOTES
  - a) TOTAL SITE DISTURBANCE AREA: 0 (ACRES)
  
  - b) HYDROLOGIC UNIT/WATERSHED: PUEBLO SAN DIEGO \_\_\_\_\_
  
  - c) HYDROLOGIC SUBAREA NAME & NO: Chollas 908.22 \_\_\_\_\_
  
  - d) THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE
    - MWPCP
  
    - WPCP  
THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100
  
    - WPPP  
THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013- 0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT ORDER 2009-0009-DWQ AS AMENDED BY ORDER 2010-0014-DWQ AND 2012-0006-DWQ  
TRADITIONAL: RISK LEVEL 1  2  3   
  
LUP: RISK TYPE 1  2  3
  
  - e)  CONSTRUCTION SITE PRIORITY  
  
 ASBS  HIGH  MEDIUM  LOW

3. ALL ADVANCE METERING INFRASTRUCTURE (AMI) DEVICES ATTACHED TO THE WATER METER OR LOCATED IN OR NEAR WATER METER BOXES, COFFINS, OR VAULTS SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. CONTRACTOR TO EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE EXACT SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
5. CITY FORCES, WHERE CALLED OUT SHALL MAKE PERMANENT CUTS & PLUGS, CONNECTIONS, ETC. EXISTING MAINS SHALL BE KEPT IN SERVICE IN LIEU OF HIGH-LINING.
6. STORM DRAIN INLETS ARE TO REMAIN FUNCTIONAL/OPERATIONAL AT ALL TIMES DURING CONSTRUCTION.
7. CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER IMMEDIATELY IF A ONE FOOT VERTICAL SEPARATION (FROM OUTSIDE PIPE WALL TO OUTSIDE PIPE WALL) BETWEEN SEWER AND WATER MAINS CANNOT BE MAINTAINED.
8. CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER IMMEDIATELY IF A 6-INCH VERTICAL SEPARATION (FROM OUTSIDE PIPE WALL TO OUTSIDE PIPE WALL) BETWEEN UTILITIES OTHER THAN SEWER AND WATER MAINS CANNOT BE MAINTAINED.
9. CONTRACTOR TO MAINTAIN A MINIMUM 3' OF COVER OVER TOP OF WATER MAIN.
10. CONTRACTOR SHALL RESTORE ALL TRENCHES ON THE PAVEMENT WORKED BY CITY FORCES AFTER FINAL CONNECTION.
11. CONTRACTOR SHALL PROVIDE A 1-FOOT SAND CUSHION OR A MINIMUM 6-INCH SAND CUSHION WITH 1-INCH NEOPRENE PAD FOR ALL CROSSINGS WHERE VERTICAL CLEARANCE BETWEEN CROSSINGS IS 1-FOOT OR LESS.
12. POTHOLE ALL UTILITIES THAT CROSS PROPOSED WATER MAIN BEFORE TRENCHING
13. WHEN APPLICABLE, EXISTING UTILITY CROSSING SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT EXACT.
14. FOR CORDINATION OF THE SHUTDOWN OF TRANSMISSION MAINS (16 INCHES OR LARGER), CONTACT THE CITY'S SENIOR WATER DISTRIBUTION OPERATIONS SUPERVISOR AT (616)-524-7438. FOR COORDINATION OF THE SHUTDOWN OF DISTRIBUTION MAINS (LESS THAN 16 INCHES), CONTACT THE CITY'S WATER OPERATIONS DISTRICT MANAGER AT (619)-527-3945.

**EXHIBIT N**

**ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION**

## Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 5-2, "Protection", of the 2015 Whitebook.**

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

- A. Endpoints, see Photo 1:

**Photo 1**



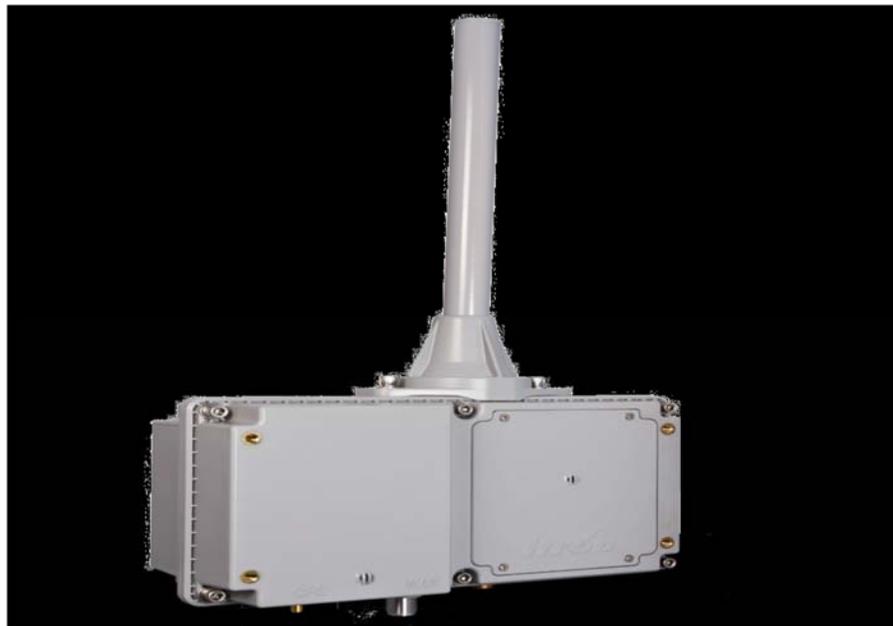
B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

**Photo 2**



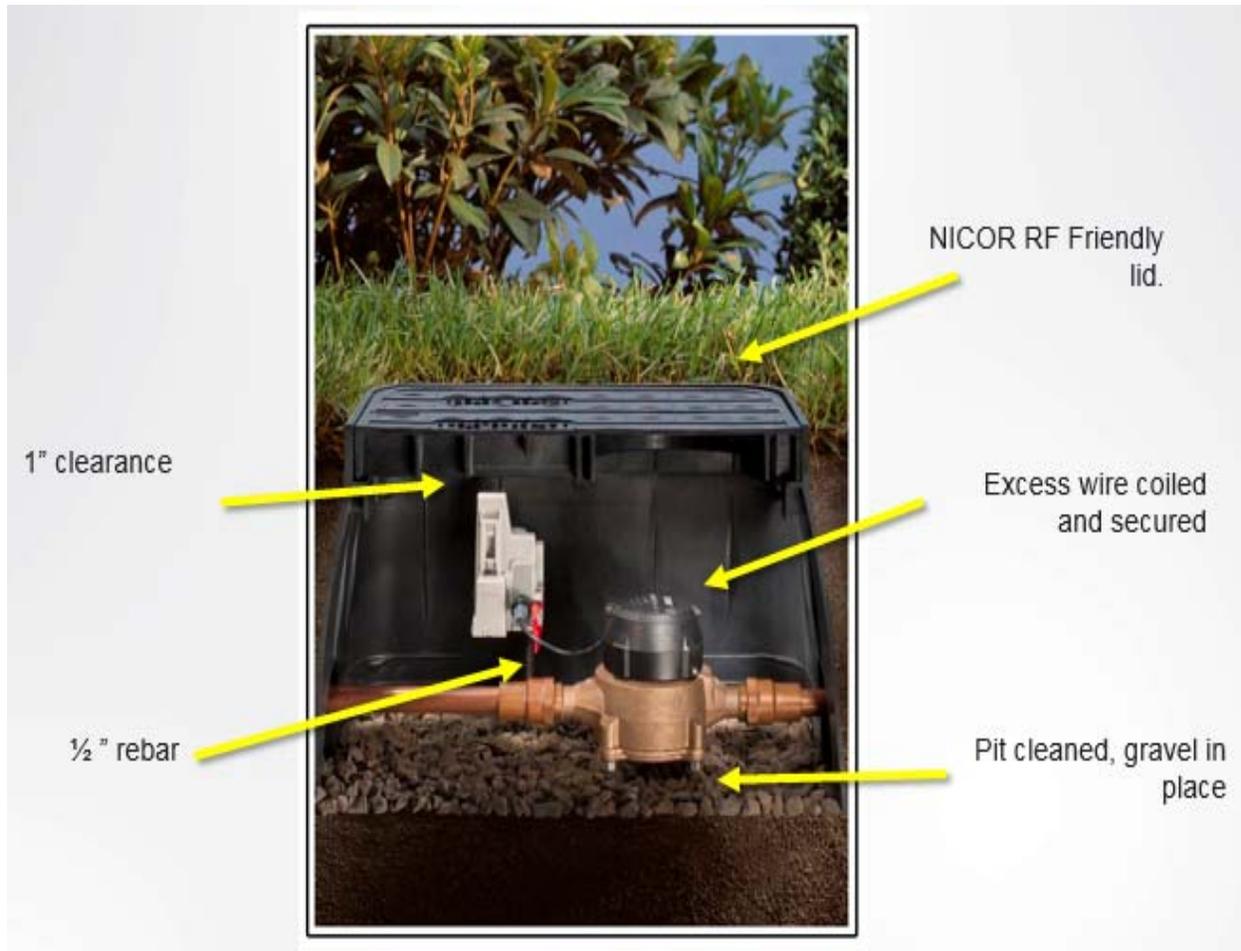
Network Devices, see Photo 3:

**Photo 3**



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

**Photo 4**



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

**The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document**

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

**Photo 5**

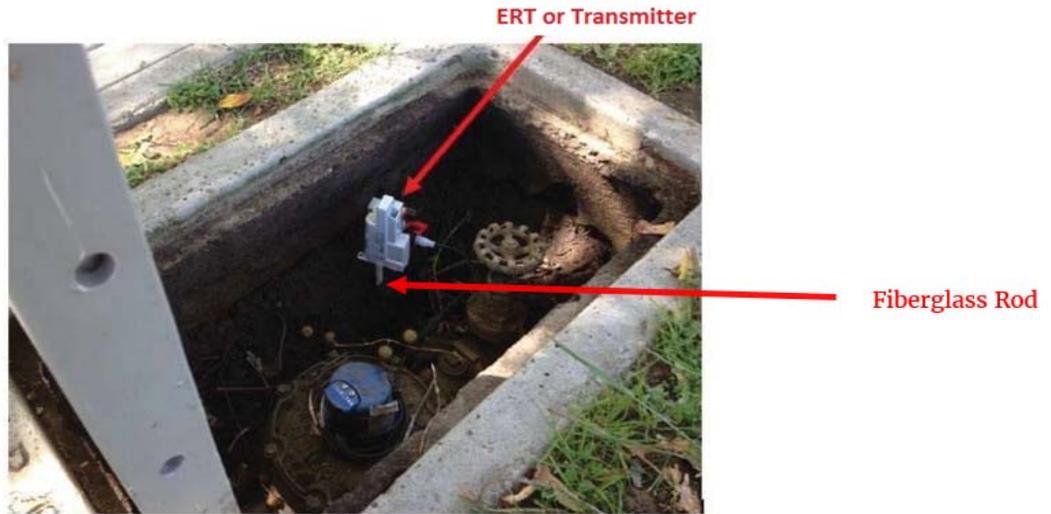


Photo 6 below is an example of disturbance that shall be avoided:

**Photo 6**



**You are responsible when working in and around meter boxes.** If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

**Photo 7**



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.**

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

**Photo 8**



**Network Device**

**Photo 9**



**If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.**

**EXHIBIT O**

**NOTICE OF EXEMPTION**

**NOTICE OF EXEMPTION**

(Check one or both)

TO:   X   Recorder/County Clerk  
P.O. Box 1750, MS A-33  
1600 Pacific Hwy, Room 260  
San Diego, CA 92101-2400  
  
       Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

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

**Project No. / WBS No.:** WBS B-19108.02.06

**Project Name:** Civic Center Emergency Waterline Repair

**Project Location-Specific:** The project is located at Civic Center Plaza, 1100 3<sup>rd</sup> Ave, in the Downtown Community Planning Area/Council District 3.

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

**Description of nature and purpose of the Project:** A water main located within Civic Center Plaza has failed. To prevent a water outage to the buildings in the area and ensure that a redundant water supply is in operation in the event of another pipe failure, a temporary highline will be installed. The highline will be connected to the water main on 3<sup>rd</sup> Avenue, installed through the basement of the Civic Theater, and connect to the water main on 1<sup>st</sup> Avenue. Project work will include minor trenching within the roadways and hanging of a temporary pipe in the basement of the Civic Theater. Existing ducting will be used to feed the pipes through the building. No impacts to environmental resources are expected as a result of this project.

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

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

Exempt Status: (CHECK ONE)

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

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

Lead Agency Contact Person: Carrie Purcell

Telephone: (619) 533-5124

If filed by applicant:

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

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

  
\_\_\_\_\_  
Carrie Purcell, Assistant Deputy Director

2/14/19  
Date

Check One:

Signed By Lead Agency

Signed by Applicant

Date Received for Filing with County Clerk or OPR:

**EXHIBIT P**

**SOLE SOURCE AGREEMENT MEMO**



The City of San Diego  
MEMORANDUM

DATE: January 15, 2019  
TO: James Nagelvoort, Director, Public Works  
FROM: Claudia Abarca, Deputy Director, Public Works Contracts *Abarca*  
SUBJECT: Sole Source Agreement for Emergency Repairs to the Civic Theater Water Line

---

Dept. Est. Total: \$1,200,000  
Contractor: TC Construction Company, Inc.  
Expiration Date: December 31, 2020

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

**JUSTIFICATION:**

As a result of a recent water line break and the subsequent technical evaluation, it has been determined that there is a high potential for failure of a water valve assembly that services multiple City buildings in the Civic Center Plaza. Failure of the valve would compromise the safety, health, and sanitation conditions and therefore render the City Administration Building (CAB) and other facilities inoperable.

The City Administration Building is the designated Seat of Government for the City of San Diego, with fully sufficient facilities for City Council meetings, Council Committee meetings, City Council staff daily operations, Mayor's Office staff daily operations, and the daily operations of the Chief Operating Officer, Assistant Chief Operating Officer, Deputy Chief Operating Officers, and multiple City departments.

To relocate these essential City governmental functions from CAB to an alternate and temporary location would substantially degrade the City of San Diego's normal and daily governmental capabilities. The City's designated temporary seat of government can accommodate only the most essential, and consequently limited, governmental functions.

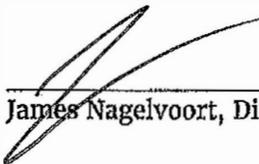
Page 2  
James Nagelvoort, Director  
January 15, 2019

Such a reduction of governmental functions would limit the City's emergency response capabilities that would be required during disasters and emergencies; heighten the risk to the City's continuity of government; and pose a risk to life, property, and the environment throughout the City.

**AGREEMENT VALUE & DURATION:**

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

**APPROVED BY:**

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

Date: 1/25/19

- cc: Julio Canizal, Director, Risk Management Department  
John Valencia, Executive Director, Office of Homeland Security  
Myrna Dayton, Assistant Director, Public Works Department  
Elif Cetin, Deputy Director, Public Works Department  
Mark Nassar, Deputy Director, Public Works Department  
Luis Schaar, Deputy Director, Public Works Department  
Julie Ballesteros, Assistant Deputy Director, Public Works Department  
Jong Choi, Senior Civil Engineer, Public Works Department  
Catherine Dungca, Senior Civil Engineer, Public Works Department  
Stephen Samara, Principal Contract Specialist, Public Works Department  
Manuel Gonzalez, Associate Civil Engineer, Public Works Department  
Rosa Riego, Senior Contract Specialist, Public Works Department

**EXHIBIT Q**

**MONTHLY DRINKING WATER DISCHARGE MONITORING FORM**

# DRINKING WATER DISCHARGE MONITORING FORM

(Use for All Discharges to the Storm Drain)

All discharge activities related to this project comply with the State Water Resources Control Board ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES as referenced by ([http://www.waterboards.ca.gov/water\\_issues/programs/npdes/docs/drinkingwater/final\\_statewide\\_wqo2014\\_0194\\_dwq.pdf](http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wqo2014_0194_dwq.pdf)), and as follows:

<b>Project Name:</b>		<b>WBS No.:</b>		<b>Watershed No.</b>	
<b>Qualified Person Conducting Tests:</b>		<b>signature</b>			

BMPs MUST BE IN PLACE PRIOR TO ANY SCHEDULED DISCHARGE

By signing, I certify that all of the statements and conditions for drinking water discharge events are correct.

Event #1												
Discharge Location <sup>1</sup>	Category <sup>2</sup> (Select one)	Notification <sup>3</sup> (Select all that apply)	BMPs in Place <sup>4</sup> (Select all that apply)	Volume <sup>5</sup> (gal)	Sampling <sup>6</sup> (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence <sup>7</sup>			Notes <small>Report exceedence to RE &amp; complete page 2 of 2</small>
					Measure	Unit	Time	Result	Limit	No	Yes	
<b>Inlet Location</b>  <b>Date: Start</b> <b>Time:</b>  <b>Date: End</b> <b>Time:</b>	<input type="checkbox"/> <b>Superchlorinated</b> <small>(Chlorine added for disinfection)</small>	<input type="checkbox"/> <b>TSW</b> <small>(All Categories)</small>	<input type="checkbox"/> <b>Sweep flow path</b> <small>(gutter, street, etc.)</small>	<b>Total</b>	<b>Chlorine</b>	mg/L			0.1 mg/L= Exceedence			
	<input type="checkbox"/> <b>Large Volume</b> <small>(≥ 325,850 gal)</small>	<input type="checkbox"/> <b>PUD</b> <small>(All Categories)</small>	<input type="checkbox"/> <b>Dechlorination</b> <small>(diffusers, chemicals, etc.)</small>				<b>Reused</b> <small>(if any)</small>					
	<input type="checkbox"/> <b>Well Dev/Rehab</b> <small>(Not Typical)</small>	<input type="checkbox"/> <b>Water Board</b> <small>(Large Volume Only)</small>	<input type="checkbox"/> <b>Inlet Protection</b>		<b>Turbidity</b>	NTU			20 NTU= Exceedence 225 NTU= Exceedence for Ocean			
	<input type="checkbox"/> <b>Small Volume/Other</b> <small>(No Sampling Required)</small>	<input type="checkbox"/> <b>County</b> <small>(≥100,000 gal &amp; within ¼ mile of ocean/bay; or if enters the County's MS4)</small>	<input type="checkbox"/> <b>Erosion Controls</b>									
			<input type="checkbox"/> <b>Sediment Controls</b>		<b>pH</b>	Unit			Range 6.5 to 8.5			

Event #2												
Discharge Location <sup>1</sup>	Category <sup>2</sup> (Select one)	Notification <sup>3</sup> (Select all that apply)	BMPs in Place <sup>4</sup> (Select all that apply)	Volume <sup>5</sup> (gal)	Sampling <sup>6</sup> (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence <sup>7</sup>			Notes <small>Report exceedence to RE &amp; complete page 2 of 2</small>
					Measure	Unit	Time	Result	Limit	No	Yes	
<b>Inlet Location</b>  <b>Date: Start</b> <b>Time:</b>  <b>Date: End</b> <b>Time:</b>	<input type="checkbox"/> <b>Superchlorinated</b> <small>(Chlorine added for disinfection)</small>	<input type="checkbox"/> <b>TSW</b> <small>(All Categories)</small>	<input type="checkbox"/> <b>Sweep flow path</b> <small>(gutter, street, etc.)</small>	<b>Total</b>	<b>Chlorine</b>	mg/L			0.1 mg/L= Exceedence			
	<input type="checkbox"/> <b>Large Volume</b> <small>(≥ 325,850 gal)</small>	<input type="checkbox"/> <b>PUD</b> <small>(All Categories)</small>	<input type="checkbox"/> <b>Dechlorination</b> <small>(diffusers, chemicals, etc.)</small>				<b>Reused</b> <small>(if any)</small>					
	<input type="checkbox"/> <b>Well Dev/Rehab</b> <small>(Not Typical)</small>	<input type="checkbox"/> <b>Water Board</b> <small>(Large Volume Only)</small>	<input type="checkbox"/> <b>Inlet Protection</b>		<b>Turbidity</b>	NTU			20 NTU= Exceedence 225 NTU= Exceedence for Ocean			
	<input type="checkbox"/> <b>Small Volume/Other</b> <small>(No Sampling Required)</small>	<input type="checkbox"/> <b>County</b> <small>(≥100,000 gal &amp; within ¼ mile of ocean/bay; or if enters the County's MS4)</small>	<input type="checkbox"/> <b>Erosion Controls</b>									
			<input type="checkbox"/> <b>Sediment Controls</b>		<b>pH</b>	Unit			Range 6.5 to 8.5			

Instructional Notes found on the Page 2 of 2

**Submit completed Form to RE**

## Receiving Water Monitoring

(Complete only if limits exceed on Page 1 of 2)

<b>Event #1</b>	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible <input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access	
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
<b>4) If any answers are YES, Notify the RE immediately for further action</b>	

<b>Event #2</b>	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible <input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access	
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
<b>4) If any answers are YES, Notify the RE immediately for further action</b>	

## Instructional Notes to Contractor

- 1) Log the location of the inlet or discharge point. For example: Albatross St & 5th Av. Log the start date and time and the end date and time of the discharge.
- 2) Log the discharge category. "Superchlorinated" are discharges where additional chlorine is added in order to adequately disinfect and sanitize drinking water system facilities. This does NOT include potable water containing residual chlorine from the water treatment process. "Large Volume" discharges are greater than 325,850 gallons of total volume for one event. "Well Dev/Rehab" are discharges of potable ground water from a well. This is not typical. If none of these categories apply, then select "Small Volume/Other."
- 3) Notifications of the location, date, time, category, and estimated volume of discharge must be made to the contacts and per the requirements below:

Contact	Email	When to Notify
TSW	SWPPP@SanDiego.gov	3 days prior to all discharges
PUD	CompReports@SanDiego.gov RDavenport@sandiego.gov	3 days prior to all discharges
San Diego Water Board	SanDiego@WaterBoards.ca.gov cc:Ben.Neill@WaterBoards.ca.gov	3 days prior to a Large Volume discharge
County of San Diego	DEH: joseph.palmer@sdcounty.ca.gov dominique.edwards@sdcounty.ca.gov	3 days prior if ≥100,000 gal within ¼ mile of the ocean/bay
	WPP: Nicholas.DelValle@sdcounty.ca.gov	3 days prior if enters County's MS4 or unincorporated County

- 4) At a minimum, sweep gutters prior to starting discharge and use dechlorination BMPs. The contractor and RE must monitor and determine if BMPs need to be removed/modified. For example if inlet protection is causing flooding at a storm drain inlet, contractor may elect to remove BMPs. Document any modification to BMPs in notes section.
- 5) Total volume must be logged for all discharges. If discharge water is reused for other purposes such as watering a golf course, log that volume under "Reused"
- 6) Sampling is required for categories per the following table:

Category	Measure	Sample Frequency
Superchlorinated	Chlorine, Turbidity, pH	first 10 mins, 50-60 mins, last 10 mins
Large Volume	Chlorine, Turbidity	first 10 mins, 50-60 mins, last 10 mins
Well Dev/Rehab	Chlorine, Turbidity	first 10 mins, 50-60 mins, last 10 mins
Small Volume/Other	None	None

- 7) Effluent limitations must be monitored not to exceed per the following table:

Measure	Method	Limit
Volume	Estimate None	
Chlorine	Field Measurement	0.10 mg/L-Cl
Turbidity	Visual Estimate	20 NTU for inland water 225 NTU for ocean 100 NTU for well water
pH	Field Measurement	6.5 to 8.5