

City of San Diego

CONTRACTOR'S NAME: Jackson & Blanc
ADDRESS: 7929 Arjons Drive, San Diego, CA 92126-4301
TELEPHONE NO.: 858-831-7900 **FAX NO.:** 858-695-9764
CITY CONTACT: Rosa Isela Riego, Senior Contract Specialist, Email: RRiego@sanidiego.gov
Phone No. (619) 533-3426
Jorge Acevedo

QUOTE DOCUMENTS

FINAL



FOR

FIRE/LIFE SAFETY SYSTEMS 5-YEAR INSPECTION

MC NO.: M-21-0026
SAP NO. (WBS/IO/CC): 21005016

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- PREVAILING WAGE RATES: STATE ☒
- APPRENTICESHIP

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NOTICE INVITING QUOTES

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Minor Construction services for **Fire/Life Safety Systems 5-Year Inspection**, the scope consists of troubleshooting and inspecting the building. For additional information refer to Attachment A.
2. **LIMITED COMPETITION:** This solicitation is open only to City-certified **SLBE/ELBE** firms on the City's approved Prequalified Contractors List. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$81,910.00**.
4. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
5. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification(s) are required for this contract: B.
6. **AWARD PROCESS:**
 - 6.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents.
 - 6.2. The City may award the contract to the contractor with the written price quotation offering the best value to the City, considering factors such as price, unit cost, life cycle cost, economic cost analysis, operating efficiency, warranty and quality, compatibility with existing equipment, maintenance costs, experience and qualification of the contractor, when the contractor can start and complete the project, and any additional factors deemed relevant.
 - 6.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form by the City Attorney's Office.
7. **SUBMISSION OF QUESTIONS:**
 - 7.1. Any questions related to this solicitation shall be submitted to:
Public Works Contracts
525 B Street, Suite 750
San Diego, California, 92101
Attention: Rosa Riego
OR:
RRiego@sandiego.gov

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Quote must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal.

2. ELECTRONIC FORMAT RECEIPT AND OPENING OF QUOTES: Quotes will be received in electronic format EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.

- 2.1. **BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic quote.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. The City's electronic bidding system is responsible for quote tabulations. Upon the bidder's or proposer's entry of their quote, the system will ensure that all required fields are entered. **The system will not accept a quote for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. **QUOTES REMAIN SEALED UNTIL QUOTE DEADLINE.** eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Quotes submitted prior to the "Quote Due Date and Time" are not available for review by anyone other than the submitter who has until the "Quote Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
- 2.5. **QUOTES MUST BE SUBMITTED BY QUOTE DUE DATE AND TIME.** Once the quote deadline is reached, no further submissions are accepted into the system. Once the Quote Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness.

2.6. QUOTES MAY BE WITHDRAWN by the Bidder only up to the quote due date and time.

2.6.1. Important Note: Submission of the electronic quote into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their quotes are received on time by the City's eBidding system. The City of San Diego is not responsible for quotes that do not arrive by the required date and time.

2.7. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE: To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Quote due date to ensure availability.

3. ELECTRONIC QUOTE SUBMISSIONS CARRY FULL FORCE AND EFFECT

3.1. The bidder, by submitting its electronic quote, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.

3.2. By submitting an electronic quote, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its quote proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents.

3.3. The Bidder, by submitting its quote, 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 quote are true and correct.

3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of quote opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

4. QUOTES ARE PUBLIC RECORDS: Upon receipt by the City, Quotes shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Quote. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case

law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

5.1. Prior to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and quote management system. For additional information go to:

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>.

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

6. JOINT VENTURE CONTRACTORS: Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 3-6, "The Contractors Representative" in The GREENBOOK and WHITEBOOK.

7. PREVAILING WAGE RATES WILL APPLY: Refer to Attachment D.

8. INSURANCE REQUIREMENTS:

8.1. 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.

8.2. Refer to sections 5-4, "INSURANCE", and 5-4.11, "WORKERS' COMPENSATION INSURANCE AND EMPLOYERS LIABILITY INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2018	PWPI010119-01

Title	Edition	Document Number
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook	2018	PWPI010119-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2018	PWPI010119-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications – http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2018	PWPI030119-05
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPI092816-07
<p>NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above.</p>		

10. CITY'S RIGHTS RESERVED: The City reserves the right to cancel the Notice Inviting Quotes at any time, and further reserves the right to reject submitted Quotes, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Quotes under the Notice Inviting Quotes shall be the sole responsibility of each bidder. The Notice Inviting Quotes creates or imposes no obligation upon the City to enter a contract.

11. CONTRACT PRICING: This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Quote opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

12. SUBCONTRACTOR INFORMATION:

12.1. 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 Quote. 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 Quote to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Quote being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 3-2, "Self-Performance", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

12.2. 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 quote 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.

13. SUBMITTAL OF "OR EQUAL" ITEMS: See Section 4-6, "Trade Names" in The WHITEBOOK and as amended in the SSP.

14. AWARD:

14.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.

14.2. The City may award the contract to the contractor with the written price quotation offering the best value to the City, considering factors such as price, unit cost, life cycle cost, economic cost analysis, operating efficiency, warranty and quality, compatibility with existing equipment, maintenance costs, experience and qualification of the contractor, when the contractor can start and complete the project, and any additional factors deemed relevant.

- 14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 15. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and 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 and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.
- 16. AWARD OF CONTRACT OR REJECTION OF QUOTES:**
- 16.1.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 16.2.** The City reserves the right to reject any or all Quotes, to waive any informality or technicality in Quotes received, and to waive any requirements of these specifications as to bidding procedure.
- 16.3.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the quote opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Quote.
- 16.4.** The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- 16.5.** Each Quote package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- 17. QUOTE RESULTS:**
- 17.1.** The availability of the quotes on the City's eBidding system shall constitute the public announcement. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.
- 17.2.** To obtain the results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the quote name and number. The quote tabulations will

be mailed to you upon their completion. The results will not be given over the telephone.

18. THE CONTRACT:

18.1. The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

18.2. If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Quote guarantee. 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.

18.3. The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form the City Attorney's Office. If the selected contractor does not execute the Contract or submit required documents and information, the City may award the Contract to another responsible and reliable Bidder who shall fulfill every condition precedent to award. The selected firm shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

19. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Quote shall be conclusive evidence that the Bidder 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 Bidding Documents Proposal, Plans, and Specifications.

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 Contractor Standards.

- 20.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - 20.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
 - 20.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - 20.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 21. PRE-AWARD ACTIVITIES:**
- 21.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Quote being rejected as **non-responsive**.
 - 21.2.** The decision that quote is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Jackson & Blanc _____, a corporation, as principal, and
Western Surety Company _____, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and
assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of
Eighty One Thousand Nine Hundred Ten Dollars and Zero Cents (\$81,910.00) for the faithful
performance of the annexed contract, and in the sum of **Eighty One Thousand Nine Hundred
Ten Dollars and Zero Cents (\$81,910.00)** for the benefit of laborers and materialmen designated
below.

Conditions:

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

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

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

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

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

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

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

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

Dated November 25, 2020

Approved as to Form

Jackson & Blanc

Principal

By

John Fusca

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By

Christina Hale

Deputy City Attorney

1/7/2021

Western Surety Company

Surety

By

Lawrence F. McMahon

Attorney-in-fact

Approved:

By

Stephen Samara

Stephen Samara

Principal Contract Specialist

Engineering & Capital Projects Department

1455 Frazee Road, Suite 300

Local Address of Surety

San Diego, CA 92108

Local Address (City, State) of Surety

619-682-3510

Local Telephone No. of Surety

Premium \$ 819.00

Subject to Adjustment Based on Final Contract Price

Bond No. 30114583

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.

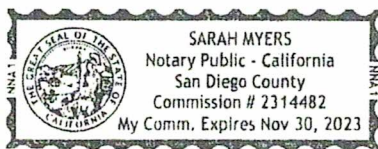
STATE OF CALIFORNIA

County of San Diego

On NOV 25 2020 before me, Sarah Myers, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Lawrence F. McMahon

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(~~##~~) whose name(~~##~~) is/~~##~~ subscribed to the within instrument and acknowledged to me that he/~~##~~ executed the same in his/~~##~~ authorized capacity(~~##~~), and that by his/~~##~~ signature(~~##~~) on the instrument the person(~~##~~), or the entity upon behalf of which the person(~~##~~) acted, executed the instrument.

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

Witness my hand and official seal.

Signature

Signature of Notary Public Sarah Myers

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Surety Company

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Lawrence F Mc Mahon, Sarah Myers, Lilia De Loera, Janice Martin, Christopher J Conte,
Rachel A Mullen, Individually**

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of January, 2017.



WESTERN SURETY COMPANY

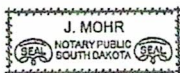
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of January, 2017, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of November, 2020.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

CALIFORNIA 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 DECEMBER 2, 2020 before me, TERI L. SAMPSON, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared JOHN FUSCA
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

ATTACHMENTS

ATTACHMENT A

SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Consists of troubleshooting and inspecting the building's Fire/Life Safety (FLS) System, as required by the Fire Department's 5-year FLS System Inspection. The troubleshooting and inspection include but not limited to: Class 1 Fire Hoses Valves, Fire-Department's connections, seismic bracing of standpipes, (2) Fire Pumps and a Pre-Action system located in the Data Center.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Quotes.
2. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$81,910.00**.
3. **LOCATION OF WORK:** The location of the Work is as follows:

101 Ash Street, San Diego, CA 92101
4. **CONTRACT TIME:** The Contract Time for completion of the Work, shall be **20 Working Days**.

ATTACHMENT B

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ATTACHMENT C
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ATTACHMENT D
PREVAILING WAGES

PREVAILING WAGES

1. **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.
 - 1.1. **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.
 - 1.1.1. 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.
 - 1.1.2. 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.
 - 1.2. **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.

- 1.3. 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.
- 1.3.1.** 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.
- 1.4. 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.
- 1.5. 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.
- 1.6. 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.
- 1.7. 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."
- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.

- 1.9. 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 quote on, be listed in a quote 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 quote 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.
- 1.9.1.** 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 quote protest or grounds for considering the quote non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to quote opening; (2) within twenty-four hours after the quote 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.
- 1.9.2.** By submitting a quote 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 quote or proposal due date or upon request.
- 1.10. 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.
- 1.11. 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.
- 1.12. 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:

- 1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)
- 1.12.2.** 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).
- 1.12.3.** 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 1.11 above. (Labor code section 1773.3).

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

5-4 INSURANCE.

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

5-4.1 Policies and Procedures.

1. You shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.
4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.

5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2 Types of Insurance.

5-4.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

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

5-4.2.2 Commercial Automobile Liability Insurance.

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

5-4.2.3 Contractors Pollution Liability Insurance.

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

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

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

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

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

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured.

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

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

- 5-4.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.
- 5-4.5.2 Commercial Automobile Liability Insurance.**
- 5-4.5.2.1 Additional Insured.** Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.
- 5-4.5.3 Contractors Pollution Liability Insurance Endorsements.**
- 5-4.5.3.1 Additional Insured.**
1. The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,
 - c) your work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.
 2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

- 5-4.5.3.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.
- 5-4.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.
- 5-4.6 Deductibles and Self-Insured Retentions.** You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- 5-4.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.
- 5-4.8 Notice of Changes to Insurance.** You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.
- 5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.
- 5-4.11 Workers' Compensation Insurance and Employers Liability Insurance.**
1. In accordance with the provisions of §3700 of the California Labor Code, you shall provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.
 2. Limits for this insurance shall be not less than the following:

<u>Workers' Compensation</u>	<u>Statutory Employers Liability</u>
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit
 3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-

insurance in accordance with the provisions of that code and you shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

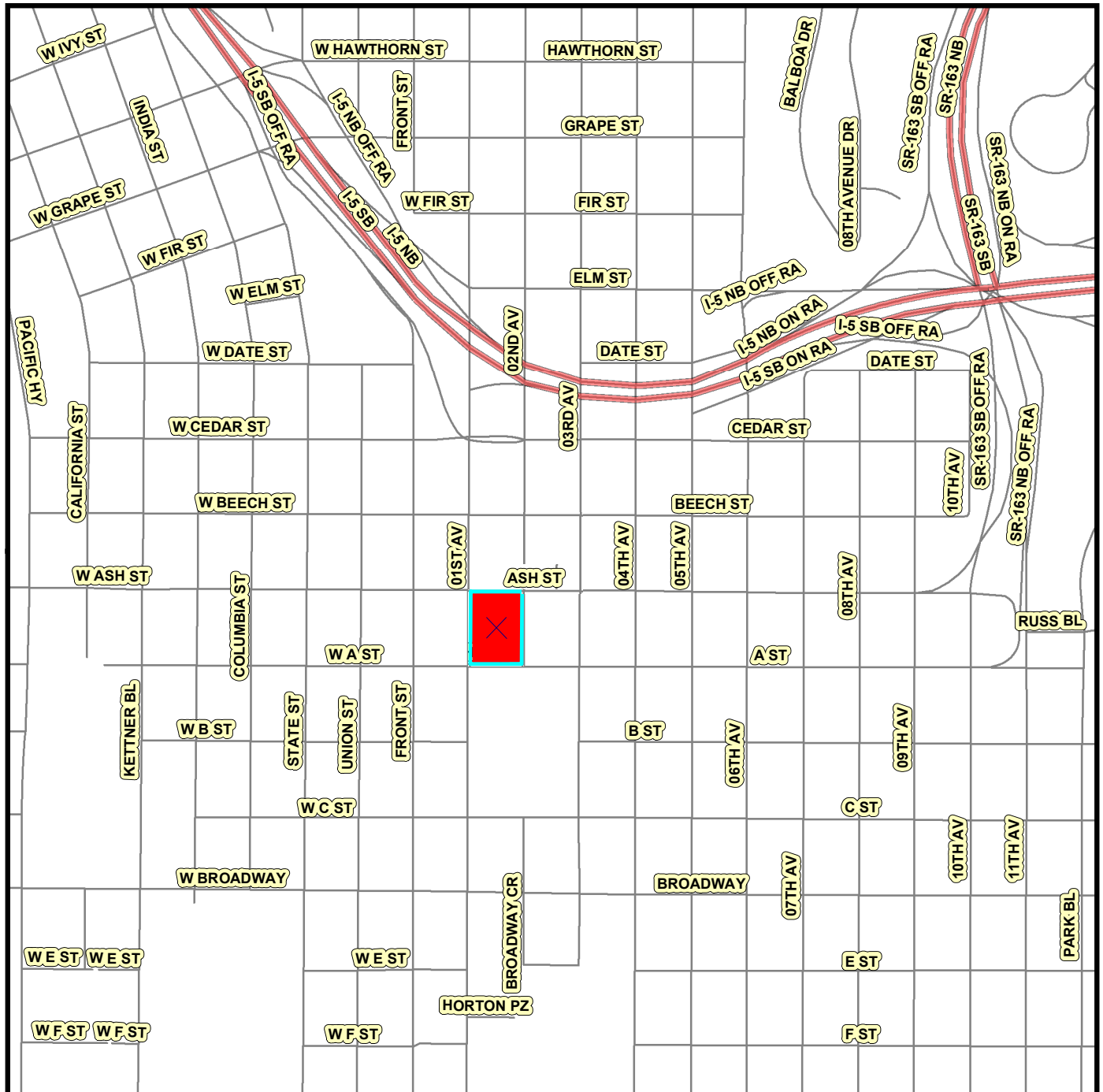
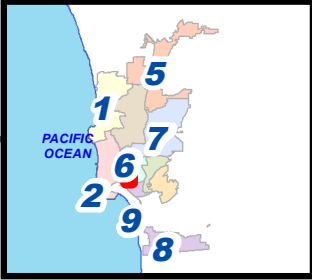
- 5-4.11.1. Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies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

The City of
SAN DIEGO

101 Ash Building - 5 Year Fire Life-Safety Inspection

ASSOCIATE ENGINEER
Jorge Alberto Acevedo
619-385-3096

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



Legend



COMMUNITY NAME: Centre City

COUNCIL DISTRICT: 3

Date: October 17, 2020



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EXHIBIT A
ASBESTOS CONTAINING MATERIALS ("ACM")

GENERAL

- A. The Contractor must not disturb any known or suspected Asbestos Containing Materials ("ACM") or untested paint or paint containing more than 600mg/kg lead, per the Scope of Work for this Project.
- B. Contractors must follow all applicable federal, state and local regulations.
- C. Until otherwise notified in writing by the City of San Diego, all Contractor or sub-contractor employees or personnel entering the building must have submitted the following certifications to the City Resident Engineer (RE) for review and approval at least 24 hours prior to the scheduled entry:
 - 1. At a minimum, a current 2-hour OSHA Asbestos Awareness Training Certificate;
 - 2. A current medical evaluation for clearance to wear a negative pressure respirator; and
 - 3. A current Fit Test (at a minimum, a half face negative pressure regulator must be worn while in the building core).
- D. Until otherwise notified in writing by the City of San Diego the Building Access Protocol (see Appendix A - Building Access Protocol) must be followed when entering and exiting the building's core. Access is only permitted from the "A" parking level. All tools and equipment leaving the building's core must be properly decontaminated (wet wiped).
- E. If the City of San Diego did not provide a detailed Scope of Work for the project, Contractor shall submit a detailed Scope of Work for the work it will be completing in the building which must be reviewed and approved by the City of San Diego prior to commencing any Work.
- F. Contractors must always be accompanied by a City of San Diego Representative in the building, until further notice is provided.
- G. Unless otherwise notified in writing by the City of San Diego, a Certified Asbestos Abatement Contractor registered with the California Department of Occupational Safety and Health (DOSH) must also be present for all Work being done in the building, including but not limited to access above the ceiling grid. No work shall be performed above the ceiling grid without prior authorization from the City of San Diego. For Operations and Maintenance (O&M) work, the City will supply an Asbestos Abatement Contractor.
- H. All debris created from any Contractor work must be immediately and properly cleaned up by a Certified and DOSH Registered Asbestos Abatement Contractor.
- I. It is possible the Contractor will encounter previously unidentified suspect hazardous materials while working in this building. The Contractor and their staff shall be vigilant in looking for and reporting suspect materials throughout the project:
 - 1. If actual or suspected ACM debris is encountered, stop work and immediately notify the onsite City Representative so the Asbestos Abatement Contractor can be instructed to properly clean the area. Once the area has been cleaned the City will visually clear the area and notify the Contractor that Work may resume.
 - 2. If additional suspect ACM or loose and flaky lead paints are identified, and have been or need to be disturbed, stop work in that area and immediately notify the RE.

- a. As soon as possible and as needed, the City will arrange for sampling of the suspect materials and determine if abatement or other measures are required.
 - b. If abatement is required, the Contractor shall remain out of that work area and not return until the abatement has been completed, the area cleared, and Contractor has been notified that Work may resume. If abatement is not required, the City will inform the Contractor that work may resume in that area.
- J. If a paint coating is present and no laboratory results are provided, it shall be assumed to contain lead above acceptable regulatory levels (currently 600mg/kg), unless the City performs sampling to determine otherwise. Disturbing this paint/coating would require a California Department of Public Health certified Lead Abatement Worker and/or Supervisor to perform the work following all applicable regulations.

CONTRACTOR'S RESPONSIBILITIES

- K. Contractor acknowledges by signing this Contract that it has been informed of known Asbestos Containing Materials present in the building, if any. Contractor further acknowledges that it will timely inform all employees and sub-contractors working on this Project of known ACM in the building prior to commencing Work. (See APPENDIX B List of Known ACM Building Materials, if applicable).
- L. Safety Requirements. All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public and employees and shall comply with all safety provisions and regulations. The Contractor is responsible for abiding by all federal, state and local requirements. Contractors who have ten (10) or more employees shall have an injury/illness program as required by Cal/OSHA. The Contract Administrator and City RE reserves the right to issue restraining or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported.
- M. Personal Protective Equipment (PPE) Until otherwise notified in writing by the City of San Diego, PPE including protective suits, booties, head covering, gloves and respiratory protection are required to be worn at all times upon entering or exiting the building's core ("A" parking level passenger elevator lobby and floors 1-21) through the decontamination area and while in the building's core. At minimum a half face negative pressure Respirator shall be worn. PPE shall be supplied by the Contractor for its staff and properly worn, as required, and in full compliance with all federal, state and local regulations.
- N. Damages. Contractor's personnel will immediately report any damages, defects, leaks, power outages, or any other problems or irregularities including any injuries to the Contract Administrator or designee.
- O. The Contractor shall be responsible for all harm or injury to persons or property that are the result of the fault or negligence of the Contractor, the Contractor's employees, or the Contractor's sub-contractors.
- P. Parking. While on City premises, the Contractor is responsible for all parking fees, tickets, and permits and shall obey all parking regulations.
- Q. Other. City Work Rules - Employees and agents of the Contractor shall, while on the premises of the City, comply with all City rules and regulations. The Contractor shall

acquaint itself with conditions at the work site so as not to interfere with City operations. The Contractor shall not stop, delay, or interfere with City work schedules without the prior approval of the City.

ENCOUNTERS OF HAZARDOUS SUBSTANCES

- R. Any substance is considered a "Hazardous Substance" if it is toxic, corrosive, flammable, combustible, radioactive, an irritant, a strong sensitizer, or if it may cause substantial personal injury or substantial illness as a proximate result of any customary or reasonably foreseeable handling or use.
- S. If the Contractor encounters, causes the release of, or has knowledge of a release or an imminent release of any Hazardous Substance, including ACM, work in the area shall immediately cease and workers shall vacate the area. The Contractor shall immediately notify the onsite City Representative. The City will investigate and will notify the County of San Diego, Department of Environmental Health (DEH) at (619) 338-2222 (during business hours) or by calling 911 (outside business hours), and/or the San Diego Air Pollution Control District as required. If there is an immediate fire, explosion, health or safety threat, the Contractor shall promptly notify the Fire Department by calling 911.
- T. "Hazardous waste" can be defined as waste with properties that make it potentially dangerous or harmful to human health or the environment and appears on one of the four Resource Conservation and Recovery Act (RCRA) hazardous wastes lists (the F-list, K-list, P-list, or U-list) or that exhibits one of the four characteristics of a hazardous waste – ignitability, corrosivity, reactivity, or toxicity. Hazardous waste also includes non-RCRA Hazardous waste per the California Health and Safety Act. "Regulated waste" is waste regulated by the State of California but not considered hazardous. A waste determination shall be performed by the City, as required, on all potential hazardous waste or regulated waste that may be generated at this Work Site, within 10 days of generation, but not later than the end of the project, to determine if it meets hazardous waste criteria in accordance with 22 CCR Division 4.5 or any other pertinent law or regulation which could restrict the disposal of the waste to a municipal landfill, sewer discharge, or storm drain discharge.
- U. If the waste determination was required due to a Contractor's negligence, that Contractor will be responsible for all costs associated with the waste determination and disposal of the regulated or hazardous waste.
- V. If hazardous waste or regulated waste is generated during the normal course of this Project, the City will coordinate the proper disposal at no cost to the Contractor. If hazardous waste or regulated waste disposal is required due to a Contractor's negligence, then proper waste disposal in accordance with applicable local, state and federal regulations will be coordinated by the City and the Contractor will be responsible for the associated costs.

REGULATORY REPORTING FOR CHEMICAL RELEASE OR THREATENED RELEASE

- W. Chemical releases or threatened releases involving gas, liquid or solid hazardous materials or hazardous waste shall be immediately assessed utilizing the County Department of Environmental Health's Assessment Form as a guide to determine if the incident requires

regulatory reporting to the California Emergency Management Agency, County Department of Environmental Health, Hazardous Materials Division, the National Response Center, or any other pertinent regulatory agency. See the Contract appendices for a copy of County Department of Environmental Health's Assessment form.

- X. Untimely reporting of a chemical release or threatened release shall subject the Contractor to fines and penalties by the County of San Diego and any other pertinent regulatory agency.
- Y. Chemical releases or threatened releases involving gas, liquid, or solid hazardous materials or hazardous waste shall be immediately reported to the City.
- Z. Chemical releases caused by the Contractor and any contaminated media (rags, absorbents, soil, etc.) shall be immediately contained, cleaned up, and handled as hazardous waste by a certified Abatement Contractor trained for the type of hazard present, at the Contractor's expense. The media shall be handled as hazardous waste unless a complete hazardous waste determination, as coordinated by the City, identifies the waste to be non-hazardous.
- AA. A Chemical Release Report Form or similar document shall be completed and emailed to the Contract Administrator or City designee promptly, this must occur within 4 hours of the chemical release. This includes all release incidents of hazardous materials or hazardous wastes for any size release that required regulatory reporting as determined by the County Department of Environmental Health's Assessment form. The Contract appendices contain a blank Chemical Release Report Form.

Appendix A

Building Access Protocol

Procedures to enter 101 Ash Street building during restricted access status:

1. Any visitor(s) [internal & external] requesting access to the building's restricted areas must submit the following documentation for evaluation and approval 72 hours in advance to the desired entry date:
 - 1.A Training Certificates: For the purpose of conducting walkthroughs and inspections, 1) a 2-hour Asbestos Awareness training certificate at a minimum. Additional acceptable asbestos training certifications are; AHERA Building Inspector, AHERA Supervisor, AHERA Worker, 16 Hour Operations and maintenance (O&M); and 2) a Respiratory Protection (RP) and Personal Protection Equipment (PPE) training will be required (required yearly).
 - 1.B Medical - clearance for person(s) to use RP. (required yearly).
 - 1.C Current Respirator Fit Test certificate (required yearly).
 - 1.D In case of Asbestos Containing Materials (ACM) are potentially to be disturbed, a 16-Hour Operations and Maintenance (O&M) training certificate is required. Training shall include an RP and PPE training (required yearly).
2. Upon access is granted in writing by City Staff, visitor(s) shall check-in with building security and sign-in. Visitor(s) will then have to read and acknowledge the restricted areas access protocols.
3. Visitor(s) will be escorted by City personnel to the clean area outside the decontamination area and will put on disposable protective clothing. Acceptable protective clothing may include but is not limited to full body covering, foot covering, head covering, gloves, eye protection, and hard hats.
4. Tape protective clothing as necessary to prevent trip hazards when walking.
5. Put on respirator. Do user seal check (negative/positive check).
6. From clean area, enter through the decontamination area. One alternate emergency exit shall remain unlocked during hours of access to the restricted areas.
7. Personnel will be escorted at all times by City of San Diego staff.

Procedure to exit 101 Ash Street building during restricted access status:

1. Any visitor(s) leaving the restricted area is required to strictly follow the below listed procedures:
2. Before entering the decontamination area from the restricted area, remove all visible gross debris with wet cloths or HEPA vacuum. No blowing, shaking or brushing debris from suits.
3. Inside the decontamination area, remove all protective clothing only (RP shall remain on). Deposit in labeled bags or containers the disposable protective clothing only.
4. Wet-wipe reusable equipment including but not limited to hard hats, and goggles.
5. At wash area, wet-wipe hands then remove respirator. Wet-wipe RP. If filters are to be reused, cover them with duct tape.
6. Step out into clean area. Collect items left in this area.
7. Sign-out at building security and exit the building.

APPENDIX B

List of Known ACM Building Materials

101 Ash St. San Diego, CA 92101

List of Known Asbestos-Containing Materials

Type of Material	Material Location
Fire proofing	Throughout building, sprayed on all structural steel beams, columns and decking
Floor tile mastic	All floors (except 1, 3, 19)
Thermal System Insulation (TSI)	Floors 2, 20, 21 in mechanical rooms
TSI	Pipe elbows on level A and in the plumbing chases throughout the building
Fire Rated Doors	Throughout the building
Fire Rated Drywall System (joint compound)	Building Core on all floors

ATTACHMENT F

INTENTIONALLY LEFT BLANK

ATTACHMENT G
CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and **Jackson & Blanc**, herein called "Contractor" for construction of **Fire/Life Safety Systems 5-Year Inspection; Quote No. M-21-0026; in the amount of Eighty One Thousand Nine Hundred Ten Dollars and Zero Cents (\$81,910.00)**, which is comprised of the Base Quote.


IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) Faithful Performance and Payment Bonds.
 - (b) Proposal included in the Quote documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) Contractor specifically acknowledges and agrees to comply with Exhibit A – Asbestos Containing Materials ("ACM"), which is incorporated into this Agreement by this reference.
 - (e) That certain documents entitled of **Fire/Life Safety Systems 5-Year Inspection**, on file in the office of the Public Works Department as Document No. **21005016**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Fire/Life Safety Systems 5-Year Inspection**, Minor Contract Number **M-21-0026**, San Diego, California.
3. 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.
4. 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.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT AGREEMENT (continued)

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code **522.3102** authorizing such execution.

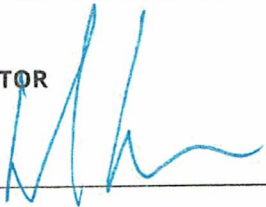
THE CITY OF SAN DIEGO

By 

Print Name: Stephen Samara
Principal Contract Specialist
Engineering & Capital Projects Department

Date: 1/5/2021

CONTRACTOR

By 

Print Name: John Fusca

Title: President

Date: 12/28/20

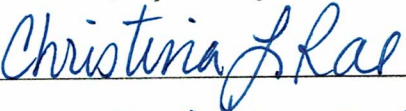
City of San Diego License No.: B1974000137

State Contractor's License No.: 188961

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000003943

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By 

Print Name: Christina L. Rae
Deputy City Attorney

Date: 1/7/2021

CERTIFICATIONS AND FORMS

The Bidder, by submitting its electronic quote, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certifications, forms and affidavits submitted as part of this quote are true and correct.

Bidder's General Information

To the City of San Diego:

Pursuant to "Notice Inviting Quotes", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this quote is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the quote 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 quote, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham quote, 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 quote price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the quote 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 quote are true; and, further, that the bidder has not, directly or indirectly, submitted his or her quote 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, quote depository, or to any member or agent thereof to effectuate a collusive or sham quote.

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

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH QUOTE
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 quote that the quote is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the quote 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 quote, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham quote, 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 quote price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the quote 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 quote are true; and further, that the bidder has not, directly or indirectly, submitted his or her quote 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, quote depository, or to any member or agent thereof to effectuate a collusive or sham quote.

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.

CONTRACTOR CERTIFICATION

AMERICAN 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 American 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.

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 quote, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

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

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.

CONTRACTOR CERTIFICATION

Equal Pay Ordinance Certification

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

ELECTRONICALLY SUBMITTED FORMS

THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF FORMAT WITHIN 3 WORKING DAYS OF THE NOTICE OF INTENT TO AWARD (NOI)

The following forms are to be completed by the bidder and submitted electronically.

- A. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**
- B. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- C. LIST OF SUBCONTRACTORS (INCLUDING TIER)**
- D. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTORS**
- E. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS, AND MANUFACTURERS**

Quotes will not be accepted until ALL the above-named forms are submitted.

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its quote, 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.



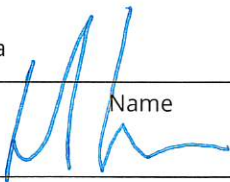
The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.



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: Jackson and Blanc

Certified By John Fusca Title President

 Name _____ Date 11/25/20
 Signature _____

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
JACKSON AND BLANC			
Street Address	City	State	Zip
7929 ARJONS DRIVE	SAN DIEGO	CA	92126
Contact Person, Title		Phone	Fax
NICK JACKSON , VICE PRESIDENT SPECIAL PROJECTS		858-831-7900	858-527-1502

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

* The precise nature of the interest includes:

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

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

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

Name	Title/Position
JOHN FUSCA	PRESIDENT
City and State of Residence	Employer (if different than Bidder/Proposer)
SAN DIEGO, CA	
Interest in the transaction	
100%	

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

* Use Additional Pages if Necessary *

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

JOHN FUSCA, PRESIDENT

1/4/2021

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.

LIST OF SUBCONTRACTORS (INCLUDING TIER)

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. 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 2-3 Subcontracts, which stipulates the percentage of the Work to be performed with the Bidder's own forces. In addition, the bidder is to list below the name address, license number, DIR registration of any known tiered subcontractors who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. It is the responsibility of the Contractor to notify the City of any additional subcontractors, including tiered, that are utilized on the project as soon as it is known.

If no subcontractors are being utilized for this contract, please fill in form using "N/A" (not applicable) and submit accordingly. Use of "N/A" for work that exceeds 0.5%, or failure to list a subcontractor for work that exceeds 0.5% of the Contractor's total Bid indicates the Contractor will self-perform the work.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	SUB TYPE (C or D*)	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	IDENTIFICATION OF SUB TIER LEVEL (1 ST , 2 ND , 3 RD , ETC.) **	NAME OF CONTRACTOR REPORTING TO
Name: <u>SCHMIDT FIRE PROTECTION</u> Address: <u>4760 MURPHY CANYON RD</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>858-279-6122</u> Email: <u>sfpjinahara@gmail.com</u>		1000003372	272398	FIRE PROTECTION	58,000.00	1ST	JACKSON AND BLANC
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

*C - Constructor (builder)

*D - Designer (Preparing or modifying designs for construction projects)

** 1st tier means subcontractor is reporting directly to the prime contractor. 2nd tier means the subcontractor is reporting to the 1st tier subcontractor, and so on.

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

DEBARMENT AND SUSPENSION CERTIFICATION

EFFECT OF DEBARMENT OR SUSPENSION

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

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

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

NAME	TITLE
JOHN FUSCA	PRESIDENT

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

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

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

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

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

Contractor Name: JACKSON AND BLANC

Certified By: JOHN FUSCA Title: PRESIDENT

Name: Signature: Date: 1/4/2021

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

**DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
IF NONE PLACED N/A ON FORM**

Names of the Principal individual owner(s)

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

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

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
JOHN JOSEPH DURSO	CEO

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: JACKSON AND BLANC

Certified By JOHN FUSCA Title PRESIDENT


 Name
 Date 1/4/2021
 Signature

USE ADDITIONAL FORMS AS NECESSARY



January 7, 2021

PP#102577

To: Luis Schaar, City of San Diego
From: Nick Jackson, Jackson & Blanc
Subject: 101 Ash Fire Life Safety Inspection
Location: 101 Ash St, San Diego, CA 92101

Luis,
Jackson and Blanc is pleased to submit this proposal for the FLS safety inspection at the above mentioned location. Below is a scope of work and a list of exclusions. Please call me if you have any questions. 858-831-7900

BASE BID: 5-Year Service Inspection on (46) Class 1 Fire Hoses Valves, (32 PRV Flow Tested Valves) at prevailing wage.

Initial

- INCLUDES:**
1. A NFPA 25, 2013 5-Year Service Inspection on, (46) Class 1 Fire Hoses Valves, (32 PRV Flow Tested Valves). This is per California State Fire Marshall requirements. See Attached Schedule 'A' for Inspection Details.
 2. Providing The City of San Diego and the local fire department with the inspection paperwork when a service label is issued.
- EXCLUDED:**
1. Repairs to the system during service inspection.
 2. Service or Repairs to Backflow Devices or Components
 3. Should required repairs be done by anyone other than Schmidt Fire Protection Co., Inc. An additional reinspection fee will be charged to verify repairs were done properly.
 4. Any additional fees required for billing, insurance, safety etc.
- TERMS:**
1. Net payment 30 days.
 2. This proposal may be withdrawn if not accepted within 30 days.
 3. If repairs are necessary before a service label is issued, they must be completed within 6 months of the inspection. If not, the system will have to be reinspected at an additional charge.
 4. All inspections to be performed during normal business hours Monday thru Friday 7am to 3:30pm.
 5. Without 24 hour notification, there will be a minimum (2) two hour labor charge of \$146.00 per hour if we are unable to perform the Inspection as scheduled or required to wait for access.

7929 Arjons Drive, San Diego, CA 92126-4301
Corporate (858) 831.7900 Fax (858).695.9764
www.jacksonandblanc.com

"Schedule A"

A. Wet Pipe Fire Sprinkler Systems:

1. Fire Department Connection Verifying:
 - a. Caps, gaskets, and signs are in place and in good condition b.
 - Couplings and clappers are in working order.
 - c. There are no visible exterior obstructions.
 - d. The piping from the connection check valve to the connection is flushed clear and the check valve is working properly.
2. Verifying All System Control Valves are:
 - a. Not leaking.
 - b. Secured in the proper position.
 - c. No visible exterior obstructions.
 - d. Operating properly and hold pressure.
3. Verifying Pipe and Fittings in all accessible areas are:
 - a. Free of physical damage or leakage.
 - b. Not subject to external loads by materials resting on or hung from pipe.
4. Verifying Seismic Bracing and Pipe hangers in all accessible:
 - a. Are secured properly.
 - b. Are free of physical damage.
5. Verifying Risers are:
 - a. Not leaking.
 - b. Visible, with no exterior obstructions. c.
 - Properly braced.
 - d. Perform internal investigation
6. Checking Gauges for:
 - a. Damage and accuracy.
 - b. Gauge valves are turned on.



- c. Perform Main Drain Test recording; “Before”, “During” and “After” readings while flowing the system main drain.
7. Checking Sprinklers in all accessible areas for:
- a. Leakage, corrosion, paint, dust loading or recall status. b.
- Age of sprinklers installed.
- c. Exterior obstructions.
 - d. Proper installation position.
 - e. Extra sprinklers and a wrench are available.
 - f. Extra sprinklers are the proper temperature and orifice size for the system design.
8. Sprinkler System Alarms:
- a. The local alarm bell functions during waterflow testing. b.
- Monitoring company is receiving signals.
- c. Alarm bell sign is in place.
 - d. Testing of supervisory devices.
9. Verifying Hydraulic name plate is:
- a. Attached securely. b.
- Legible.



BASE BID: 5-Year Service Inspection on (1) Combined Wet Pipe Fire Sprinkler System with (2) 750 GPM Fire Pumps; Performed by Type 2 Asbestos Trained employees wearing Full Personal Protective Equipment.

Initial

INCLUDES:

1. A NFPA 25, 2013 5-Year Service Inspection on, (1) Combined Wet Pipe Fire Sprinkler System with (2) 750 GPM Fire Pumps . This is per California State Fire Marshall requirements. See Attached Schedule 'A' for Inspection Details.

2. Providing The City of San Diego and the local fire department with the inspection paperwork when a service label is issued.

EXCLUDED:

1. Asbestos air monitoring, clean up, or disposal
2. Proper Disposal of contaminated PPE and containments
3. Repairs to the system during service inspection.
4. Service or Repairs to Backflow Devices or Components
5. Should required repairs be done by anyone other than Schmidt Fire Protection Co., Inc. An additional reinspection fee will be charged to verify repairs were done properly.
6. Any additional fees required for billing, insurance, safety etc.

TERMS:

1. Net payment 30 days.
2. This proposal may be withdrawn if not accepted within 30 days.
3. If repairs are necessary before a service label is issued, they must be completed within 6 months of the inspection. If not, the system will have to be reinspected at an additional charge.
4. All inspections to be performed during normal business hours Monday thru Friday 7am to 3:30pm.
5. Without 24 hour notification, there will be a minimum (2) two hour labor charge of \$146.00 per hour if we are unable to perform the Inspection as scheduled or required to wait for access.

"Schedule A"

A. Wet Pipe Fire Sprinkler Systems:

1. Fire Department Connection Verifying:

7929 Arjons Drive, San Diego, CA 92126-4301
Corporate (858) 831.7900 Fax (858).695.9764
www.jacksonandblanc.com



- a. Caps, gaskets, and signs are in place and in good condition b.
 - Couplings and clappers are in working order.
 - c. There are no visible exterior obstructions.
 - d. The piping from the connection check valve to the connection is flushed clear and the check valve is working properly.
2. Verifying All System Control Valves are:
 - a. Not leaking.
 - b. Secured in the proper position.
 - c. No visible exterior obstructions.
 - d. Operating properly and hold pressure.
 3. Verifying Pipe and Fittings in all accessible areas are:
 - a. Free of physical damage or leakage.
 - b. Not subject to external loads by materials resting on or hung from pipe.
 4. Verifying Seismic Bracing and Pipe hangers in all accessible:
 - a. Are secured properly.
 - b. Are free of physical damage.
 5. Verifying Risers are:
 - a. Not leaking.
 - b. Visible, with no exterior obstructions. c.Properly braced.
 - d. Perform internal investigation
 6. Checking Gauges for:
 - a. Damage and accuracy.
 - b. Gauge valves are turned on.
 - c. Perform Main Drain Test recording; "Before", "During" and "After" readings while flowing the system main drain.
 7. Checking Sprinklers in all accessible areas for:



- a. Leakage, corrosion, paint, dust loading or recall status. b.
 - Age of sprinklers installed.
 - c. Exterior obstructions.
 - d. Proper installation position.
 - e. Extra sprinklers and a wrench are available.
 - f. Extra sprinklers are the proper temperature and orifice size for the system design.
8. Sprinkler System Alarms:
- a. The local alarm bell functions during waterflow testing. b.
 - Monitoring company is receiving signals.
 - c. Alarm bell sign is in place.
 - d. Testing of supervisory devices.
9. Verifying Hydraulic name plate is:
- a. Attached securely. b.
 - Legible.



Base Bid Preaction testing:

1. Test and provide testing report for preaction systems in data center and 21st floor electrical room

Excludes:

1. ACM disposal of P.P.E. suites and Visqueen by Others
2. Monitoring of the Air to be done by Others
3. Removal/Clean up or disposal of any ACM by Others

This proposal is inclusive of only the two (2) Preaction Fire Sprinkler systems in the building. A separate proposal to include the remainder of the buildings wet fire sprinkler systems will be provided.

PROPOSAL PRICE BASE BID: \$81,910.00 (Eighty-one thousand nine hundred ten dollars)

Clarifications:

- Price includes fees for asbestos awareness training, certified equipment fit test and physical to perform work in respirators.
- Price includes bond.

Additions:

1. After hour inspection for all work 17,900.00 _____ (Initial for acceptance)
Hours, excluding Sundays and Holidays.



Exclusions: The following tasks are excluded from Jackson & Blanc's scope of work under this contract unless expressly specified above:

1. Preparation of Plans.
2. Obtaining building, mechanical, or any other permits.
3. Engineering, structural, Title 24, or rebate calculations.
4. Structural modifications.
5. Removal of furniture, electronics, or other non-affixed items to facilitate installation
6. Roofing, Carpentry, Painting.
7. Line voltage electrical.
8. Bonds.
9. Temporary cooling or heating.
10. Title 24 code upgrades or any code upgrades to existing systems
11. Expedited equipment delivery premiums, extended warranties.
12. Any work not listed in scope above.

Terms: Progressive billings will be made based upon the amount of work completed. Payment terms are 30 days from the billing date. The pricing in this proposal is valid for 30-days.

Warranty: Manufacturer's-limited warranty on parts against manufacturing defects and workmanship. Jackson & Blanc's provides one-year replacement labor warranty, to commence upon start-up of equipment.

Sincerely,

Nick Jackson

Project Sales Representative

1/7/21

Accepted by

Title

Date