

City of San Diego

CONTRACTOR'S NAME: Dick Miller, Inc.

ADDRESS: 930 Boardwalk, Suite H, San Marcos, CA 92078

TELEPHONE NO.: 760-471-6842

CITY CONTACT: Brittany Friedenreich, Senior Contract Specialist, Email: BFriedenreic@sanidiego.gov

Phone No. (619) 533-3104

Toni McKenzie

CONTRACT



Security Bars at Palm Ave.

CONTRACT NO.: M-23-0047

SAP NO. (WBS/IO): _____

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- PREVAILING WAGE RATES

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GENERAL CONDITIONS

1. **SUMMARY OF WORK:** Minor Construction services for security bars to be installed at **1788 Palm Avenue**. For additional information refer to Attachment A.
2. **CONSTRUCTION COST:** This contract is for a Lump Sum as set forth herein. The contract price for this project is **\$95,276.25**.
3. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
4. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification(s) are required for this contract: **A or B or C-12**.
5. **PREQUALIFICATION OF CONTRACTORS:** Contractors providing construction services to the City must be pre-qualified for the total amount proposed, including all alternate items.
6. **AWARD PROCESS:**
 - 6.1. Each signed quote shall constitute a firm offer which may be accepted by the City.
 - 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. The award of this contract is contingent upon the Contractor's compliance with all conditions of this contract, including submission and acceptance of bonds and compliant insurance.
 - 6.4. 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. **ELECTRONIC QUOTE SUBMISSIONS CARRY FULL FORCE AND EFFECT**
 - 7.1. The Contractor, 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 pursuant to this contract are true and correct.
 - 7.2. The Contractor 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 Contractor guarantees the quoted price for a period of 120 days from the date the quote was submitted to the City. The duration of the quoted guarantee shall be extended by the number of days required for the City to obtain all items from the Contractor necessary to

fulfill all conditions precedent.

8. 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.

9. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM: **Prior** to the Award of this Contract, 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>

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

11. INSURANCE REQUIREMENTS:

11.1. 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 (NOI) letter.

11.2. 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.

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2021	ECPI010122-03

Title	Edition	Document Number
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 65 (CA MUTCD Rev 6) https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files	2014	PWPI060121-10
<p>NOTE: *Available online under Engineering Documents and References at: 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>		

13. CITY'S RIGHTS RESERVED: The City reserves the right to reject submitted quotes at its sole discretion and without liability. Costs incurred by the Contractor as a result of preparing quotes shall be the sole responsibility of each Contractor. The Request for Quotes creates or imposes no obligation upon the City to enter a contract.

14. SUBCONTRACTOR INFORMATION:

14.1. LISTING OF SUBCONTRACTORS. In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Contractor 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 Contractor shall also state within the description, whether the subcontractor is a **CONSTRUCTOR**, **CONSULTANT** or **SUPPLIER**. The Contractor 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 Contractor'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 Contractors' own forces.

- 14.2.** 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 Contractor 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 the type of the work or improvement pursuant to the contract.
- 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 Contractor and the listed Subcontractors must be submitted on the City provided forms within these documents.
- 16. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Contractor shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Quote shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 17. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 17.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 17.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 17.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 17.4.** The City of San Diego’s Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 17.5.** 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.
- 17.6.** The City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

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

LABOR AND MATERIALMEN'S BOND

LABOR AND MATERIALMEN'S BOND:

Dick Miller, Inc. _____, a corporation, as principal, and
The Ohio Casualty Insurance Company _____, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and
assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of
NINETY FIVE THOUSAND TWO HUNDRED SEVENTY SIX DOLLARS AND TWENTY FIVE CENTS
(\$95,276.25) for the benefit of laborers and materialmen designated below.

Conditions:

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.

LABOR AND MATERIALMEN'S BOND (continued)

Dated May 2, 2023

Approved as to Form

Dick Miller, Inc.

Principal

By [Signature]

Glen Bullock, President

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By [Signature]
Deputy City Attorney

Jose A. Garcia
6/5/2023

The Ohio Casualty Insurance Company

Surety

By [Signature]

Bart Stewart - Attorney-in-fact



Approved:

790 The City Drive South Ste. 200

Local Address of Surety

Orange, CA 92868

Local Address (City, State) of Surety

By [Signature] 5/18/2023

Stephen Samara
Principal Contract Specialist
Purchasing & Contracting Dept.

714-634-3311

Local Telephone No. of Surety

Premium \$ 1,098.00

Bond No. 024265825



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

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

Certificate No: 8206236 - 969556

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bart Stewart

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of September, 2021.



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

By: David M. Carey, Assistant Secretary

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

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

State of PENNSYLVANIA
County of MONTGOMERY

On this 3rd day of September, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 26, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of May, 2023.



By: Renee C. Llewellyn, Assistant Secretary

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.

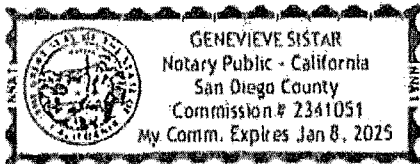
State of California)
County of San Diego)

On May 2, 2023 before me, Genevieve Sistar, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Bart Stewart
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.



Genevieve Sistar

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)
 County of San Diego)

On May 3, 2023 before me, Patricia Rosales NOTARY PUBLIC
(here Insert name and title of the officer)

personally appeared Glen Francis Bullock

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 Patricia Rosales



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Labor & Materialmen's Bond containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

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

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
 Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

ATTACHMENTS

ATTACHMENT A

SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Install security bars at **1788 Palm Avenue**.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Request for Quotes.
 - 1.1.2. The quotes provided by Dick Miller, Inc.
2. **LOCATION OF WORK:** The location of the Work is as follows: **1788 Palm Avenue, San Diego, CA 92154**.
3. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **10 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

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 **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
 2. The **2021 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Construction Contracts.
-

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

5-4 INSURANCE.

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

5-4.1 Policies and Procedures.

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

Contract until you have provided and the City has approved all required insurance.

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

5-4.2 Types of Insurance.

5-4.2.1 Commercial General Liability Insurance.

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

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

5-4.2.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured.

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

- b) your products, or
- c) premises owned, leased, controlled, or used by you.

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

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

5-4.5.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

5-4.11 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.

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 **Dick Miller, Inc.**, herein called "Contractor" for construction of **Security Bars at Palm Ave.**; Contract No. **M-23-0047**; in the amount **NINETY FIVE THOUSAND TWO HUNDRED SEVENTY SIX DOLLARS AND TWENTY FIVE CENTS (\$95,276.25)**, which is comprised of the 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) Labor and Materialmen's Bond.
 - (b) Proposal included in the Quote documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Contractors and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Security Bars at Palm Ave.** are on file in the office of the Purchasing & Contracting Department.
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 **Security Bars at Palm Ave., M-23-0047**, 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 and City Attorney 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 §22.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

By 

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

Print Name: Jose A. Garcia
Deputy City Attorney

Date: 5/18/2023

Date: 6/5/2023

CONTRACTOR

By Glen F. Bullock 
Digitally signed by Glen F. Bullock
DN: C=US, E=G.Bullock@DMIUSA.net,
O=Dick Miller Inc., CN=Glen F. Bullock
Date: 2023.05.02 16:12:40-07'00'

Print Name: Glen Bullock

Title: President

Date: April 26, 2023

City of San Diego License No.: B2014004558

State Contractor's License No.: 380204

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000004547

CERTIFICATIONS AND FORMS

The Contractor, 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.

Contractor'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 Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham quote, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham quote, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the quote price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the quote price, or of that of any other Contractor, 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 Contractor 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 Contractor(s) further warrants that Contractor(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, Contractor(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 CONTRACTOR AND SUBMITTED WITH
QUOTE UNDER 23 UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106**

State of California

County of San Diego

The Contractor, 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 Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham quote, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham quote, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the quote price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the quote price, or of that of any other Contractor, 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 Contractor 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

COVID-19 VACCINATION ORDINANCE CERTIFICATION OF COMPLIANCE

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

TERMS OF COMPLIANCE

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

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

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

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 Contractor 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 Contractor shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor 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 Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor 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: DICK MILLER INC.

Certified By GLEN BULLOCK Title PRESIDENT
Name

[Signature] Date 5/7/23
Signature

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

CONTRACTOR/PROPOSER INFORMATION

Legal Name		DBA	
DICK MILLER INC			
Street Address	City	State	Zip
930 BOARD WALK	SAN MARCOS	CA	92078
Contact Person, Title		Phone	Fax
Glen Bullock, President		760.471.6842	760.471.6778

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
Glen Bullock	President
City and State of Residence	Employer (if different than Contractor/Proposer)
San Marcos, CA	
Interest in the transaction	
owner of DICK MILLER INC	

Name	Title/Position
City and State of Residence	Employer (if different than Contractor/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.

Glen Bullock, President



05/03/2023

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 Contractor 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 Contractor'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 Contractor's own forces. In addition, the Contractor 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>Scott Fence</u> Address: <u>1255 Distribution Way</u> City: <u>Vista</u> State: <u>CA</u> Zip: <u>92081</u> Phone: <u>760-535-5496</u> Email: <u>deborahheitschel@scottfence.com</u>		10000002709	581918	Fencing		1st Level	Dick Miller Inc
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 Contractors and contractors. In accordance with San Diego Municipal Code §22.0814 (a): <i>Contractors</i> and <i>contractors</i> who have been <i>debarred</i> or <i>suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract</i> awards, executing <i>contracts</i> , participating as a <i>subcontractor</i> , employee, agent or representative of another <i>person</i> contracting with the City.

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Contractor 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
Glen Bullock	President

IMPORTANT NOTICE: If Contractor 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 Contractor or other interested person is an individual, state first and last names in full.

The Contractor, 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 Contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: DICK MILLER INC

Certified By Glen Bullock Title President

Name

 Signature

Date 05/03/2023

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

**DEBARMENT AND SUSPENSION CERTIFICATION
 SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
 TO BE COMPLETED BY CONTRACTOR
 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 Contractor 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
SCOTT Fence	STILSON KENT SCOTT SOLE OWNER

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER


NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: DICK MILLER INC

Certified By Glen Bullock Title President

Name
 Date 05/03/2023
 Signature

USE ADDITIONAL FORMS AS NECESSARY



DMI

930 Boardwalk, Suite H, San Marcos, CA 92078
 Phone 760-471-6842 FAX 760-471-6178
 Contractor's State License No. 380204, A, B, C-12 - DVBE / SBE #53651/ DIR 1000004547

DMI QUOTE NO. 23-0316

INSTALL SECURITY BARS - 1788 PALM AVE SAN DIEGO

Proposal Submitted To: CITY OF SAN DIEGO - HOMELESSNESS STRATEGIES & SOLUTIONS DEPT	Phone: 619-972-5624	Fax:	Date Submitted: 03/17/23
Street: 101 B ST	Job Name: INSTALL SECURITY BARS	Date Work Performed:	
City, State and Zip Code: SAN DIEGO, CA	Job Location: 1788 PALM AVE, SAN DIEGO CA		

Attention:	Architect:	Plan Sheets:	E-Mail:
	Spec Section: N/A	Addendas Noted: N/A	

ITEM	DESCRIPTION	ESTIMATED QUANTITIES	UNIT MEASURE	UNIT PRICE	TOTAL
INSTALL SECURITY BARS AT 1788 PALM AVE, SAN DIEGO					
	6' TALL FENCING & GATE ON WEST WALL	200.00	LF	\$355.00	\$71,000.00
	2" SQ 11 GAUGE POSTS 8' O.C., 1-1/2" SQ 14 GAUGE TOP & BOTTOM RAILS MECHANICALLY ATTACHED TO POSTS W/ SLIDE BRACKETS & #14 SELF DRILLING SCREWS, 16 GAUGE SHEET METAL ATTACHED W/ #10 TRUSS HEAD SCREWS - ALL COMPONENTS POWDER COATED SEMI GLOSS BLACK, POSTS CORE DRILLED INTO EXISTING WALL 12" DEPTH INCLUDES REMOVAL OF EXISTING FENCING W/ EXISTING POSTS CUT FLUSH TO TOP OF WALL ** DMI IS NOT RESPONSIBLE FOR THE INTEGRITY OF EXISTING WALL **				
	<u>OPTIONAL</u> FENCING SYSTEM NOTED ABOVE W/ 3/4" SQ 16 GAUGE PRESS POINT PICKETS 4-9/16" O.C	200.00	LF	\$382.50	\$76,500.00
	36" WIDE GATE TO MATCH FENCING W/ PAD LOCKABLE FINGER LATCH & 4" BUTT HINGES	1.00	EA	\$1,420.00	\$1,420.00
	4' TALL FENCING & GATE @ CHILDREN'S PLAY AREA (APPROX 8' WIDE AREA)	1.00	LS	\$12,988.75	\$12,988.75
	2.5" SQ 11 GAUGE POSTS, 1-1/2" SQ 14 GAUGE RAILS, 3/4" 16 GAUGE PICKETS TOP, MID, LOWER RAILS, 1-1/2" SQ 14 GAUGE GATE FRAME, LOCINOX TIGER 180 HINGES, VON DUPRIN 98 PANIC BAR W/ 996 NL LEVER TRIM, SCHLAGE CYLINDER & CORE W/ "C" KEYWAY				
	(6) WINDOW SECURITY BARS	6.00	EA	\$1,881.25	\$11,287.50
	3/4" VERTICAL PICKETS WELDED TO FACE OF (2) 1-1/2" SQ HORIZONTAL RAILS, TOP & BOTTOM OF PICKET PLUGGED, SECUTIRY BARS ATTACHED TO BUILDING W/ (4) 3/8" LAG BOLTS (OR) TOGGLE BOLTS, FILL ANY GAPS W/ EXTERIOR SEALANT POWDER COATED SEMI GLOSS BLACK				
	BID PREVAILING WAGES				
	INCLUDES ONE MOVE-IN				
	EXCLUDES UTILITY LOCATING, SURVEYING, STAKING & LAYOUT				
	EXCLUDES DEFERRED SUBMITTALS, STRUCTURAL CALCULATIONS & STAMPED DRAWINGS BY LICENSE ENGINEER				
	EXCLUDES TRAFFIC CONTROL				
	EXCLUDES ALL CONCRETE, CURBS, MASONRY, (EXCEPTIONS) FENCE POST, RAILING & GATE FOOTINGS				
	EXCLUDES ALL UNION LABOR AGREEMENTS INCLUDING BUT NOT LIMITED TO SKILLED & TRAINED WORKFORCE, PSA				
PROPOSAL TOTAL (NOT INCLUDING OPTIONAL)					\$95,276.25

GENERAL EXCLUSIONS:	
1. BONDS & PERMITS, OR RELATED COSTS	ABOVE ITEMS, COMPLETE, IN-PLACE, PER PLANS & SPECS
2. TESTING, LAB FEES, INSPECTIONS AND MIX DESIGN COSTS	
3. SURVEYING, STAKING, LAYOUT, ENGINEERING	
4. SANITATION FACILITIES	
5. TEMPORARY OR PERMANENT FENCING, PROTECTIVE BARRIERS OR SAFETY FENCING	

6.	WORK IN THE PUBLIC RIGHT-OF-WAY
7.	UTILITY WORK AND/OR LOCATING OF EXISTING UTILITIES
8.	REPAIR OR REPLACEMENT OF UNDOCUMENTED OR UNMARKED UNDERGROUND UTILITIES
9.	CAPPING OF WELLS
10.	NIGHT, WEEKEND, HOLIDAY OR OTHER OVERTIME WORK
11.	DEMOLITION, DOWELLING, SAWCUTTING, CORING AND/OR PATCHING
12.	ROCK EXCAVATION INCLUDING: BLASTING, BREAKING, RIPPING OR HANDLING OF MATERIALS THAT CANNOT BE PRODUCTIVELY MOVED OR RIPPED WITH A JOHN DEERE 310 BACKHOE
13.	CONSTRUCTION WATER AND/OR METER (OWNER TO PROVIDE ON-SITE WATER SOURCE AT NO COST TO DMI)
14.	DEWATERING, WATER DIVERSION OR PUMPING OF WATER
15.	STORM WATER POLLUTION PREVENTION PLAN AND/OR IMPLEMENTATION OF SWPPP MEASURES
16.	COMPACTION OVER 90%
17.	IMPORT OR EXPORT OF SUBGRADE MATERIAL
18.	SELECT BACKFILL MATERIAL, OTHER THAN OUTLINED IN JOB SPECIFICATIONS
19.	BUTTRESS AND/OR STABILITY FILLS
20.	SPECIAL HANDLING OR DRYING OF MATERIAL
21.	HANDLING OR EXPORTING OF OTHER TRADES' SPOILS
22.	SPECIAL SUBGRADE STABILIZATION
23.	SHORING, FORMING, BRACING AND/OR TEMPLATES OF ANY KIND
24.	HANDLING OR DISPOSING OF HAZARDOUS MATERIALS
25.	CONCRETE WORK OR FLATWORK
26.	PRECISE GRADING FOR CURBING, HARDSCAPE OR LANDSCAPED AREAS
27.	WATERPROOFING
28.	IRRIGATION SYSTEMS AND OR REPAIRS
29.	LANDSCAPING OR SEEDING
30.	ASPHALT PAVING WORK AND/OR ROCK BASE
31.	TRASH CLEANUP OR REMOVAL FROM OTHER TRADES
32.	DEBRIS BOXES
33.	ANY OFFSETS TO CONTRACT BILLINGS FOR JOINT CHECKS MADE BETWEEN SUBCONTRACTORS AND/OR SUPPLIERS.

NOTES:

1.	PRICES GOOD FOR WORK COMPLETED THROUGH 6/30/23. WORK COMPLETED AFTER 6/30/23 IS SUBJECT TO ADJUSTMENT FOR INCREASED COSTS OF LABOR, EQUIPMENT, TRUCKING AND/OR MATERIAL.
2.	ALL PRICING BASED ON NORMAL 8 HOUR SHIFTS, BETWEEN 7 AM AND 5 PM, MONDAY-FRIDAY. NO NIGHT, WEEKEND OR HOLIDAY WORK.
3.	PRICES ARE BASED ON ALL ITEMS OF WORK BEING PERFORMED. ANY DELETIONS OF SCOPE MAY RESULT IN PRICE ADJUSTMENTS.
4.	IF A LETTER OF SUBROGATION IS REQUIRED, A 2% PREMIUM WILL BE ADDED TO THE TOTAL CONTRACT PRICE.
2.	ALL PRICING BASED ON NORMAL 8 HOUR SHIFTS, BETWEEN 7 AM AND 5 PM, MONDAY-FRIDAY. NO NIGHT, WEEKEND OR HOLIDAY WORK.
3.	PRICES ARE BASED ON ALL ITEMS OF WORK BEING PERFORMED. ANY DELETIONS OF SCOPE MAY RESULT IN PRICE ADJUSTMENTS.
4.	IF A LETTER OF SUBROGATION IS REQUIRED, A 2% PREMIUM WILL BE ADDED TO THE TOTAL CONTRACT PRICE.
5.	IF PAYMENT & PERFORMANCE BONDS ARE REQUIRED, ADD AT 2% OF CONTRACT PRICE.

DMI IS A CERTIFIED DVBE / SDVOSB / SB / SLBE, NON-UNION COMPANY

1. Terms: Payment upon completion unless otherwise noted.
2. DMI will not be liable for delays due to fires, floods, accidents, strikes or any other cause beyond its control.
3. Buyer agrees to pay court costs and reasonable attorney's fees in the event of default, if this contract is turned over to an attorney for enforcement or collection. All sums not paid when due shall thereafter bear interest at maximum interest allowed by law.
4. DMI will provide necessary Worker's Compensation, Public Liability and Property Damage Insurance.
5. This proposal shall be null and void if written acceptance and notice to proceed are not received within 30 days.
6. This proposal does not include engineering, inspection, permits or fees unless noted above.
7. Contractors are required by law to be licensed and regulated by the Contractors' State License Board, 1020 N Street, Sacramento, CA 95814.

<p align="center">Acceptance of Proposal</p> <p>Please sign and return one copy. This quotation constitutes the sole and only agreement. Any agreements, negotiations, etc., not set forth herein are of no force or effect.</p> <p>Date of Acceptance: _____</p> <p>Signature: _____</p>	<p align="center">Submitted for DMI</p> <p align="center">BY: <u>JOHN MARTINEZ</u></p>
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