



THE CITY OF SAN DIEGO  
MAYOR JERRY SANDERS

M E M O R A N D U M

DATE: August 23, 2012

TO: Honorable Council President Tony Young and Members of the City Council

FROM: Jeffery Baer, Director, Purchasing & Contracting Department

SUBJECT: The Repair of Qualcomm Stadium Falling Concrete - Sole Source Award for Contractor Agreement

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

This memorandum is to inform the City Council of an Emergency Sole Source award for the repair and remediation of the cement support structure for the specific balconied seating areas that extend over Plaza level open seating areas in the stadium bowl that are affected. Pieces of cement have started to break off and fall from the overhead balconies and have struck patrons seated in the Plaza seating areas. Most recently a patron was injured on August 9<sup>th</sup> during the Chargers vs. Green Bay Packers game. This presents an extremely dangerous public safety situation that must be remedied as quickly as possible as to not seriously injure a patron attending a stadium event. The window to fix the problem is only 3 weeks, beginning today. Our goal is to have the work completed by Sept. 8<sup>th</sup> for the SDSU vs. Army game.

On August 17<sup>th</sup>, the City received a letter from the San Diego Chargers dated August 13<sup>th</sup>, 2012 requesting an action plan to prevent further accidents. The City has been officially placed on notice. Furthermore, within the 1995 Use and Occupancy agreement with the City, under the City Covenants/Maintenance of Stadium Premises states:

"Except as otherwise provided herein, the City shall maintain the Stadium and Stadium premises (including, without limitation, the playing field, all concession facilities, scoreboards, signage, sound system, Parking facilities, club seating areas, permanent and temporary seats and seating arrangements, locker rooms and press and media facilities, the stadium club and all equipment, pipes, plumbing, wiring, gas, and electric fittings used in connection therewith) in good order, condition and repair as a state of the art facility in accordance with the highest industry standards and all applicable federal, state, and local requirements, including without limitation, the Americans With Disabilities Act."

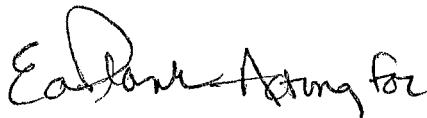
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Honorable Council President Ben Hueso and Members of the City Council  
July 12, 2010

In April of 2011, the City entered into a contract with AECOM, a leading industry expert, to conduct a thorough, Facilities Condition Assessment. In that assessment, the condition of "spalling" or deteriorating concrete (see attached photo) was examined. At that time, AECOM rated the condition of the stadium's spalling as a "Priority 3". The Priority 3 Category is defined as "Short Term Conditions-These items are needs that are necessary to the function of the facility, but may not require immediate attention." Now 18 months later, the category has advanced to a Priority 1 which requires immediate corrective attention.

This contract will be presented to the City Council at a future date for ratification via a 1472.

If there are any technical questions regarding this project, please contact Alex Sleiman, Assistant Civil Engineer, at ext. 33753. For contractual questions, please contact Downs Prior, Principal Contract Specialist, at ext. 55298.



Jeffrey B. Baer  
Director, Purchasing & Contracting Department  
(619) 236-7163

DBP/wdp

cc: Jay Goldstone, Chief Operating Officer  
Tony Heinrichs, Director, Public Works Department  
James Nagelvoort, Assistant Director, Public Works Department  
James Barwick, Director, Real Estate Assets Department  
Debra Fischle-Faulk, Director, Equal Opportunity Contracting Program  
Greg Bych, Director, Risk Management  
Dave Zoumaras, Deputy Director, Field Engineering  
Darren Greenhalgh, Deputy Director, Project Implementation and Technical Services  
Jim Shamloufard, Senior Civil Engineer, Engineering & Capital Projects  
Mike Fakhoury, Associate Civil Engineer, Engineering & Capital Projects  
Alex Sleiman, Assistant Civil Engineer, Engineering & Capital Projects  
Mike McSweeney, Manager, Qualcomm Stadium  
Roy Nail, Assistant Manager, Qualcomm Stadium  
Debra Bevier, Deputy City Attorney, City Attorney's Office  
Downs Prior, Principal Contract Specialist, Purchasing & Contracting

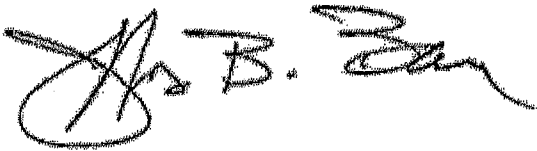


CITY OF SAN DIEGO  
MEMORANDUM

DATE: August 23, 2012  
TO: Mike McSweeney, Qualcomm Stadium Manager  
FROM: Jeffrey B. Baer, Purchasing Agent  
SUBJECT: Sole Source Request for Emergency Sole Source Award for Cement  
Repair at Qualcomm Stadium

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Your Sole Source Request for the above subject with Hazard Construction was approved. In order for a Purchase Order to be issued, your department has to submit a purchase requisition. In the internal header notes of the requisition, please reference Sole Source Case Number 2748. For questions, please contact Downs Prior at x55298.



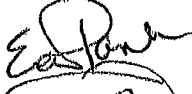
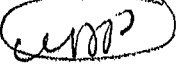
Jeffrey B. Baer  
Purchasing Agent

JB/ks

Distribution:

Jay Goldstone, Chief Operating Officer  
James Barwick, Director, Real Estate Assets  
Greg Bych, Director, Risk Management  
Debra Bevier, Deputy City Attorney, City Attorney's Office  
Lydia Medina, Senior Management Analyst, Real Estate Assets, Qualcomm  
Roy Nail, Assistant Manager, Qualcomm Stadium  
Tom Ritz, HVAC, Qualcomm Stadium

CITY OF SAN DIEGO  
MEMORANDUM

DATE: 8/23/2012  
TO: Jeffrey Baer   
FROM: Downs Prior   
SUBJECT: Sole Source Request — Hazard Construction for Emergency Sole Source Award for Cement Repair at Qualcomm Stadium

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Negotiated Total:  
Dept. Est. Total: \$500,000.00  
Vendor: Hazard Construction  
Expiration Date: One-Time Purchase  
Recommendation: **Approved**

On August 17, 2012, the City received a letter from the San Diego Chargers informing the City that during the August 9, 2012 game, a girl seated with her father was struck and injured by a piece of concrete that had fallen off the overhead balcony onto the patron seated in the Plaza seating area below. A similar incident occurred in August of 2011 in the same location. The letter formally requests immediate remedial action be taken to correct the falling deteriorating concrete (a condition know as "spalling", see attached photo). In addition to the 2 aforementioned occurances, stadium staff have collected other fallen pieces in that area on non-event days, thus indicating an increase in the deteriorating condition that must be dealt with immediately for public health and safety. Stadium staff has determined the corrective action must be completed by the next stadium event which is September 8, 2012.

In accordance with the 1995 Use and Occupancy Agreement between the City and the Chargers, the City is wholly responsible for the maintaining the facility in "good order, condition and repair as a state of the art facility in accordance with the highest industry standards and all applicable federal, state, and local requirements".

Hazard Constuction Company has been selected from the prequalified On Call Emergency Contractors list maintained by the City to respond to this emergency. Hazard has the experience, equipment, and staff immediately available to mobilize to the site to begin the corrective actions/repairs.

It is hereby recommended that Hazard Construction be awarded the contract for this emergency sole source.

Refer to Sole Source #2748 for this project.

Case Number 2748

2748



City of San Diego  
Memorandum

Date: August 21, 2012  
To: Jeffery Baer, Director Purchasing and Contracting Dept.  
From: Mike McSweeney, Qualcomm Stadium Manager  
Subject: Emergency Sole Source Request for Cement Repair at Qualcomm Stadium

This memorandum is written to request your authorization for an emergency sole source contract with Hazard Construction] for the repair and remediation of the cement support structure for the balconied seating areas that extend over open seating areas in Qualcomm Stadium's bowl area. This authorization is being requested on an emergency basis because pieces of cement are continuing to break off the overhead balconies and have struck patrons seated in the Plaza seating areas, as evidenced by two letters sent from the Chargers.

Specifically, the first incident was on August 11, 2011, and involved a piece of cement that weighed between 3 and 5 lbs. The falling cement in that incident grazed the patron's head. The Stadium was checked by staff after the incident and it appeared that the falling concrete was an isolated event. However, on August 17<sup>th</sup>, the City received a letter from the San Diego Chargers dated August 13, 2012, informing the City that during the August 9<sup>th</sup> Chargers vs. Green Bay Packers game, a 2.5" x 3" piece of concrete fell, striking and injuring a girl seated with her father. The letter also formally requested an action plan to prevent further accidents.

In April of 2011, the City entered into a contract with a company called AECOM, a leading industry expert, to conduct a thorough, Facilities Condition Assessment. In that assessment, the condition of "Spalling" or deteriorating concrete was examined. AECOM rated the condition of the stadium's spalling as a "Priority 3". The Priority 3 Category is defined as "Short Term Conditions-These items are needs that are necessary to the function of the facility, but may not require immediate attention." However, based on the recent incident and the fact that other pieces have been collected by stadium workers on non-event days in roughly the same area as the two reported incidents, Stadium staff now believes that the situation requires immediate attention.

The 1995 Use and Occupancy Agreement between the City and the Chargers, provides:

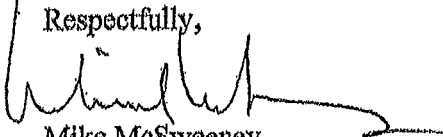
"Except as otherwise provided herein, the City shall maintain the Stadium and Stadium premises (including, without limitation, the playing field, all concession facilities,

scoreboards, signage, sound system, Parking facilities, club seating areas, permanent and temporary seats and seating arrangements, locker rooms and press and media facilities, the stadium club and all equipment, pipes, plumbing, wiring, gas, and electric fittings used in connection therewith) in good order, condition and repair as a state of the art facility in accordance with the highest industry standards and all applicable federal, state, and local requirements, including without limitation, the Americans With Disabilities Act." [Emphasis added.]

The falling concrete presents an extremely dangerous situation that must be remedied as quickly as possible so as to not seriously injure a patron attending a stadium event. Accordingly, Stadium staff requests that it be authorized to immediately enter into a sole source contract with Hazard Construction to confront this emergency situation in order to increase fan safety and prevent additional incidents of the same from happening. Due to the fact that the concrete continues to fall, and the likelihood that serious injuries and/or death could occur from large pieces of concrete hitting people on the head or other areas of the body, it would be dangerous, undesirable and impractical to take the time to solicit bids or proposals for this needed work.

The window to fix the problem is only 3 weeks, beginning today. Our goal is to have the work completed by Sept. 8<sup>th</sup> for the SDSU vs. Army game.

Respectfully,



Mike McSweeney  
Stadium Manager

cc: Jay Goldstone, James Barwick, Greg Bych, Debra Bevier Lydia Medina, Roy Nail, Tom Ritz

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James Barwick, Director of Real Estate Assets Dept.

In accordance with San Diego Municipal Code section 22.3037, I hereby certify status of the sole source provider.

Dated this 22<sup>nd</sup> day of August 2012.

COPY

# City of San Diego

CONTRACTOR'S NAME: Hazard Construction  
ADDRESS: 6465 Marindustry Drive, San Diego, CA 92121  
TELEPHONE NO.: (858) 587-3600 FAX NO.: (858) 453-6034  
CITY CONTACT: Claudia Abarca, 1200 Third Avenue, Suite 200, MS 56P  
CAbarca@sandiego.gov, Phone No. 619-236-6669, Fax No.  
ASleiman /BD/LES

## CONTRACT DOCUMENTS



## FOR

## QUALCOMM STADIUM EMERGENCY CONCRETE REPAIRS

BID NO.: K-13-5846-SLS  
SAP NO. (WBS/IO/CC): B-13091  
SOLE SOURCE CASE NUMBER: 2748  
CLIENT DEPARTMENT: 1615  
COUNCIL DISTRICT: 6  
PROJECT TYPE: BG



# ENGINEER OF WORK

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



1) For City Engineer

8-27-12

Date

Seal:



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# CITY OF SAN DIEGO, CALIFORNIA

## NOTICE INVITING BIDS

### 1. DESCRIPTION OF WORK:

- 1.1. The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the purpose of designing and constructing this emergency project at the direction of the City Engineer.
- 1.2. Removal of all loose concrete and debris at all locations in the Plaza level and clean all exposed metal of rust. Have a licensed structural provide report that describes the damage and has recommendations to repair the spalled concrete locations. Repair exposed steel locations as recommended by the structural engineer. Reseal the section above the plaza with a watertight weatherproof seal level to minimize any water from wash downs/rain to run down and cause additional rusting. Perform all repairs to the spalled concrete in all other sections of Qualcomm Stadium.
- 1.3. This solicitation is for a "Time-and-Materials" contract in accordance with the provisions set forth in 3-2.4, "Agreed Prices" of The GREENBOOK.
- 1.4. A time-and-materials contract provides for acquiring labor, material, equipment and services that shall be paid for in accordance with 3-3, "EXTRA WORK" of The GREENBOOK and as modified by The WHITEBOOK.

2. **CONTRACT TIME:** The Work shall be completed within **80 Calendar Days** from the date of issuance of the NTP unless extended by the Engineer.
3. **CONTRACT PRICE:** The Engineer's Estimate of the Contract Price is **\$500,000**. The Contractor shall not perform Work that exceeds the Engineer's Estimate excluding Allowances without prior written notice from the Engineer that sufficient additional funding has been secured.
4. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time of award. The City has determined the following licensing classification(s) for this contract: **Class A**.
5. **JOINT VENTURE CONTRACTORS.** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
6. **WAGE RATES:** Prevailing wages are not applicable to this project.
7. **PRE-BID SITE VISIT:** The Contractor is encouraged to visit the Work Site with the Engineer. The purpose of the Site visit is to acquaint Contractors with the Site conditions.

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”)	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023

NOTE: \*Available online under Engineering Documents and References at: <http://www.sandiego.gov/engineering-cip>.

9. **PREQUALIFICATION OF CONTRACTORS:** The contractor must be pre-qualified for the City estimated Contract Price prior to Award. For additional information or the answer to questions about the prequalification program, please contact David Stucky at 619-533-3474 or [dstucky@sandiego.gov](mailto:dstucky@sandiego.gov).
10. **INSURANCE REQUIREMENTS:**
- 10.1. 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.
- 10.2. Refer to sections 7-3, “LIABILITY INSURANCE”, and 7-4, “WORKERS’ COMPENSATION INSURANCE” of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
11. **CITY’S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid.
12. **CITY’S RIGHTS RESERVED:** The City reserves the right to cancel this request for proposal at any time, and further reserves the right to reject submitted Proposals, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Contractor as a result of preparing its proposals shall be the sole responsibility of the Contractor.

13. **SUBMITTAL OF “OR EQUAL” ITEMS:** See 4-1.6, “Trade Names or Equals.”
14. **AWARD PROCESS:** The Award of this contract is contingent upon the Contractor’s compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code §22.3007.
- This contract is deemed to be awarded, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
15. **SUBCONTRACT LIMITATIONS:** The Bidder’s attention is directed to Standard Specifications for Public Works Construction, Section 2-3, “SUBCONTRACTS” which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
16. **PLANS AND SPECIFICATIONS:** Questions about the meaning or intent of the Contract Documents as related to the scope of Work and of technical nature shall be directed to the City’s Project Manager prior to Bid opening. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda.
- Oral and other interpretations or clarifications will be without legal effect. The Director (or designee), Public Works Department is the officer responsible for opening, examining, and declaring of competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Questions in these areas of responsibility (e.g., i.e. Pre-qualification, EOCP information, bidding activities, bonds and insurance, etc. as related to this contract shall be addressed to the Contract Specialist, Public Works Department, 1200 Third Avenue, Suite 200, San Diego, California, 92101, Telephone No. (619) 236-6000.
17. **SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
18. **PROPOSAL FORMS:** The signature of each person signing shall be in longhand.
19. **AWARD OF CONTRACT OR REJECTION OF BIDS:**
- 19.1. This contract may be awarded to a contractor selected from the City’s as-needed emergency contractors list.
- 19.2. This contract may be awarded to a contractor without competitive bidding if an emergency exists requiring the immediate mobilization of a contractor to protect people or property.
- 19.3. The City of San Diego reserves the right to reject any or all bids received when such rejection is in the best interests of the City.

20. **THE CONTRACT:** The Contractor shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance documents specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE within **1 Working Day** after receipt by the Contractor of a form of contract for execution unless an extension of time is granted to the Contractor in writing. Bonds shall be in amount of the Contract Price for the Work included in the Bid.

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

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

21. **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Contractor shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms. The signing of the Contract shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Contract Documents.

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

- 22.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 22.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 22.3. The City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808 for Pledge of Compliance.
- 22.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776 (Stats. 1978, Ch. 1249).
- 22.5. 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.
- 22.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 22.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

Tony Heinrichs, Director  
Public Works Department

**AGREEMENT  
FOR  
EMERGENCY CONSTRUCTION SERVICES  
BETWEEN  
THE CITY OF SAN DIEGO  
AND  
HAZARD CONSTRUCTION**

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This emergency construction services agreement (Agreement) is made and entered into by and between The City of San Diego (City), California a municipal corporation, and **HAZARD CONSTRUCTION**. (Contractor), for the purpose of designing (when required) and constructing emergency projects at the direction of the City Engineer. The City and the Contractor are referred to herein as the "Parties."

**RECITALS**

- A. The City desires to construct the emergency project identified in the Notice Inviting Bids.
- B. The City desires to contract with a single entity for Emergency Construction Services, as set forth in this agreement.
- C. The City has issued a Request for Qualifications (RFQ) for on-call emergency contractors, List 3 – Bridge/Structure Construction/Temporary Structures.
- D. In accordance with City's RFQ, RFQ number **4724DB**, the Contractor submitted a Statement for Qualifications (SOQ) for the Project pursuant to which the City established a pre-qualified list from the most highly qualified contractors to perform emergency Construction Services as directed by the City in accordance with the methods described in the RFQ.
- E. In accordance with the City's RFQ, the Contractor submitted an SOQ and is prepared to enter into this agreement.
- F. The City has selected the Contractor from the City's list of on-call contractors to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents.
- G. The Contractor is ready, willing, and able to perform the emergency construction services required as specified in the Scope of Required Work and Services section of this agreement and in accordance with the terms and conditions of this agreement and under the direction of the Engineer.

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

## INTRODUCTORY PROVISIONS

- A. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- B. Exhibits referenced in this agreement are incorporated into the Agreement by this reference.
- C. This agreement incorporates the Standard Specifications for Public Works Construction (The GREENBOOK), including those amendments set forth in the City of San Diego Supplements included in The WHITEBOOK. All changes, additions, or both are stated herein and all other provisions remain unchanged.
- D. The Contractor shall comply with City's Equal Opportunity Contracting Program Requirements set forth in the Contract Documents. See The WHITEBOOK.
- E. The Contractor, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Agreement can be executed.
- F. Upon award, amendment, renewal, or extension of such contracts, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of City Municipal Code §22.3224.
- G. The Contractor shall ensure that the Subcontractors whose subcontracts are greater than \$50,000 in value complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. The Contractor shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City Municipal Code §22.3224. A sample provision is as follows:

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

[http://www.sandiego.gov/purchasing/pdf/contractor\\_standards\\_questionnaire.pdf](http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf)
- I. The City received initial approval as a Labor Compliance Program on August 11, 2003. The limited exemption from prevailing wages pursuant to Labor Code §1771.5(a) does not apply to contracts under jurisdiction of the Labor Compliance Program. Inquiries, questions, or assistance about the Labor Compliance Program should be directed to: Equal Opportunity Contracting Program, 1200 Third Ave., Suite 200 MS56P, San Diego, CA 92101, Tel. 619-236-6000.
- J. The Contractor's attention is directed to the provisions of the State of California Labor Code §1776 (Stats. 1978, Ch. 1249). The Contractor shall be responsible for the compliance with these provisions by Subcontractors.
- K. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the specified Working Days in the Notice Inviting Bids from the NTP unless authorized otherwise by the Engineer. Time is of essence for the completion of the Work and the Project has critical milestones to be met as listed in the Notice Inviting Bids.

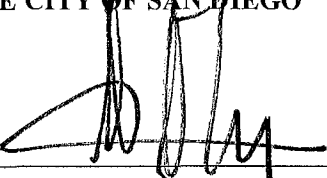


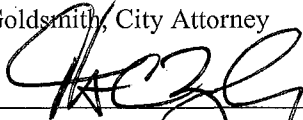
- L. The City shall pay the Contractor for performance of the Work on a time and materials basis not to exceed \$500,000 without a written amendment to this Agreement.
- M. During the final design process (if any), if the Contractor modifies the Project such that a revision of the environmental document is required, the Contractor shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination with City staff. Work shall not proceed on the project until the environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents.
- N. Prior to NTP or as required by the City, the Contractor shall:
  - a) file surety bonds with the City to be approved by the City in the amounts and for the purposes noted in the Notice Inviting Bids and
  - b) obtain the required insurance in accordance with 7-3, "LIABILITY INSURANCE" and any additional insurance as may be specified in the Supplemental Special Provisions.

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

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM AND LEGALITY**

By  \_\_\_\_\_

Jan I. Goldsmith, City Attorney  
By  \_\_\_\_\_

Print Name: Albert P. Rechany  
Program Manager

Print Name: Thomas Zelensky  
Deputy City Attorney

Date: 9/24/2012

Date: 9/24/12

**CONTRACTOR HAZARD CONSTRUCTION COMPANY**

By  \_\_\_\_\_

Print Name: JASON A. MORDHORST, VICE PRESIDENT

Title: \_\_\_\_\_

Date: 8/26/12

City of San Diego License No.: B1998008961

State Contractor's License No.: 750542 A, B, C-31

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

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

Hazard Construction Company, a corporation, as principal, and Travelers Casualty and Surety Company of America, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Five Hundred Thousand Dollars (\$500,000.00) for the faithful performance of the annexed contract, and in the sum of Five Hundred Thousand Dollars (\$500,000.00) for the benefit of laborers and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract Qualcomm Stadium Emergency Concrete Repairs, Bid Number K-13-5846-SLS, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. of the Civil Code of the State of California.

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

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

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

Dated August 27, 2012

Approved as to Form and Legality

Hazard Construction Company  
Principal

By 

**JASON A. MORDHORST, VICE PRESIDENT**

Printed Name of Person Signing for Principal

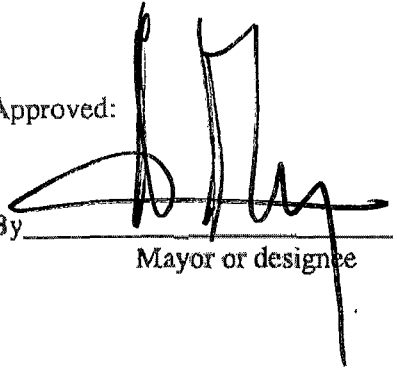
Jan I. Goldsmith, City Attorney

By   
Deputy City Attorney

Travelers Casualty and Surety Company of America  
Surety

By   
Tara Bacon, Attorney-in-fact

Approved:

By   
Mayor or designee

9325 Sky Park Ct., #220  
Local Address of Surety

San Diego, CA 92123  
Local Address (City, State) of Surety

(858) 616-6240  
Local Telephone No. of Surety

Premium \$ 4,750.00

Bond No. 105821615

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

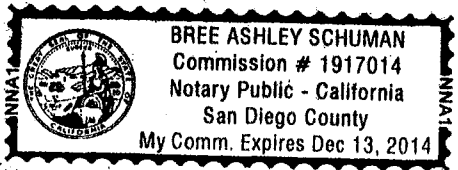
State of California

County of San Diego

On August 28, 2012 before me, Bree Ashley Schuman, Notary Public

personally appeared Jason A. Mordhorst

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: Bree Ashley Schuman

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:

Corporate Officer -- Title(s): Corporate Officer -- Title(s):

Individual Individual

Partner -- Limited General Partner -- Limited General

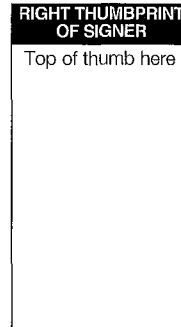
Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: Other:

Signer Is Representing: Signer Is Representing:



**ACKNOWLEDGMENT**

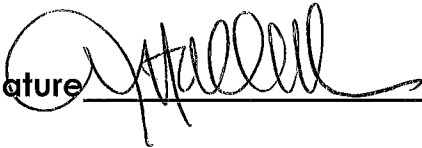
State of California  
County of San Diego

On August 27, 2012 before me, Maria Hallmark, Notary Public, personally appeared Tara Bacon, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_



(Seal)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222176

Certificate No. 004659927

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Dale Harshaw, Tara Bacon, Geoffrey R. Shelton, Bradley R. Orr, and Kyle King

of the City of San Diego, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of November, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 9th day of November, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

**EXHIBIT A**

**DRUG-FREE WORKPLACE CERTIFICATION**

**EXHIBIT A**

**DRUG-FREE WORKPLACE**

**PROJECT TITLE:** Qualcomm Stadium Emergency Concrete Repairs

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

**HAZARD CONSTRUCTION COMPANY**

(Name under which business is conducted)

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

Signed  \_\_\_\_\_

Printed Name JASON A. MORDHORST, VICE PRESIDENT

Title \_\_\_\_\_



**EXHIBIT B**

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

**EXHIBIT B**

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

**PROJECT TITLE:** Qualcomm Stadium Emergency Concrete Repairs

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

**HAZARD CONSTRUCTION COMPANY**

(Name under which business is conducted)

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

Signed  \_\_\_\_\_

Printed Name JASON A. WORDHORST, VICE PRESIDENT

Title \_\_\_\_\_

**EXHIBIT C**

**CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

EXHIBIT C

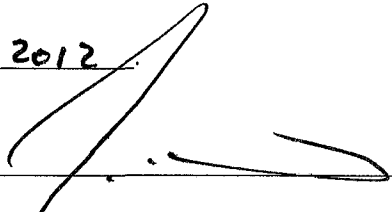
CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Qualcomm Stadium Emergency Concrete Repairs

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

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

Dated this 26<sup>th</sup> Day of August, 2012.

Signed 

Printed Name JASON A. MORDHORST, VICE PRESIDENT

Title \_\_\_\_\_

**EXHIBIT D**

**AFFIDAVIT OF DISPOSAL**

**EXHIBIT D**

**AFFIDAVIT OF DISPOSAL**

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

\_\_\_\_\_  
Qualcomm Stadium Emergency Concrete Repairs  
\_\_\_\_\_  
(Name of Project or Task)

as particularly described in said contract and identified as Bid No. K-13-5846-SLS ; WBS No. B-13091; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

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

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

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

\_\_\_\_\_  
Contractor  
by

**ATTEST:**

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

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

Notary Public in and for said County and State

**EXHIBIT E**

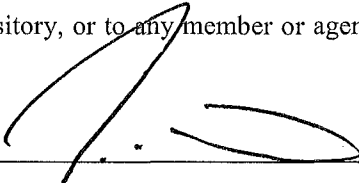
**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED  
WITH BID UNDER 23 UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106**

EXHIBIT E

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

State of California )  
County of San Diego ) ss.

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

Signed: 

Title: JASON A. MORDHORST, VICE PRESIDENT

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
**SEE ATTACHED**  
(SEAL)



**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1–6 below)
- See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

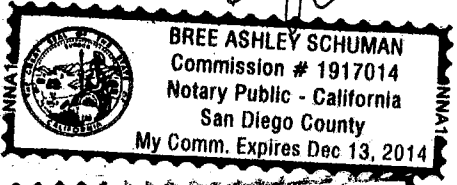
*[Handwritten Signature]*

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

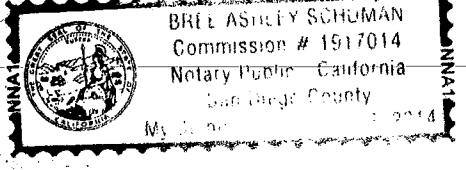
State of California  
 County of San Diego

Subscribed and sworn to (or affirmed) before me  
 on this 20 day of August, 2012



by  
 (1) Jason A. Mordhorst  
 Name of Signer

proved to me on the basis of satisfactory evidence  
 to be the person who appeared before me (.) (.)  
 (and



(2) \_\_\_\_\_  
 Name of Signer

proved to me on the basis of satisfactory evidence  
 to be the person who appeared before me.)

Signature *[Handwritten Signature]*  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Further Description of Any Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER #1**  
 Top of thumb here

**RIGHT THUMBPRINT OF SIGNER #2**  
 Top of thumb here

**EXHIBIT F**

**CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

**EXHIBIT F**

**CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past ten 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 ten 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:

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Contractor Name: HAZARD CONSTRUCTION COMPANY

Certified By JASON A. MORDHORST, VICE PRESIDENT Title \_\_\_\_\_  
Name

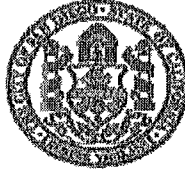
 Signature Date 8/28/12

**EXHIBIT G**

**EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE**

EXHIBIT G

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



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

COMPANY INFORMATION	
Company Name:	<b>HAZARD CONSTRUCTION COMPANY</b>
Company Address:	<b>6465 MARINDUSTRY DRIVE P.O. BOX 229000 SAN DIEGO, CA 92192-9000 (858) 587-3600 FAX (858) 453-6034</b>
Contact Phone:	
Contact Email:	<i>umordhorst@hazard.com</i>

CONTRACT INFORMATION	
Contract Title:	<i>K-13-5846-SLS</i>
Start Date:	<i>6/12</i>
Contract Number (if no number, state location):	
End Date:	<i>12/12</i>

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

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

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

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

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

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

I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):

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

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

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

**JASON A. MORDHORST, VICE PRESIDENT** \_\_\_\_\_

Name/Title of Signatory \_\_\_\_\_ Signature

FOR OFFICIAL CITY USE ONLY			
Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:

rev 02/15/201

**EXHIBIT H**

**FORMS**

## LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Daley Corporation</u> Address: <u>12570 Hwy 67</u> City: <u>Lakeside</u> State: <u>CA</u> Zip: <u>92040</u> Phone: <u>619-390-3900</u>	Constructor	PC Demo (Partial)	T&M	NONE		
Name: <u>KPFF Consulting Engineers</u> Address: <u>3131 Camino Del Rio North</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92108</u> Phone: <u>619-521-9550</u>	Designer	Structural Engineer	T&M	NONE		
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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

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

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

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

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

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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

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

② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

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

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



**EXHIBIT I**

**SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

**SUPPLEMENTARY SPECIAL PROVISIONS**

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

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

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

1. You must perform, with your own organization, Contract work amounting to at least 0% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
2. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

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

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

**7-3.1 Policies and Procedures.**

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

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

**7-3.2 Types of Insurance.**

**7-3.2.1 Commercial General Liability Insurance.**

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

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

**7-3.2.2 Commercial Automobile Liability Insurance.**

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

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

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

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

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

**7-3.5 Policy Endorsements.**

**7-3.5.1 Commercial General Liability Insurance**

**7-3.5.1.1 Additional Insured.**

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

**7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

**7-3.5.1.3 Project General Aggregate Limit.**

The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General

Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

**7-3.5.2 Commercial Automobile Liability Insurance.**

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

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

**7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.

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

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

**7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).**

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

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

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

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

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

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

7-4.1.1 **Waiver of Subrogation.**

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

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

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

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

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

**EXHIBIT J**

**CONTRACTOR'S COMPENSATION RATE SCHEDULE**

**EXHIBIT J**

**CONTRACTOR’S COMPENSATION RATE SCHEDULE**

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

These rates are being specified as the Contractor’s standard established rates for calculating labor costs without allowance for overhead and profits. For markup provisions and allowable charges refer to 3-3.2.3, “Markup” of The WHITEBOOK.

<b>Contractor – Hazard Construction</b>			
<b>Title/Classification</b>	<b>Standard Rate (\$)/hour</b>	<b>Overtime Rate(\$)/hour</b>	<b>Doubletime Rate (\$)/hour</b>
Superintendent	120	150	180
Foreman	76	103	126
Operator Group 8	76	103	126
Grade Checker	69	91	112
Truck Driver	52	66	80
Laborer/ Cement Mason	52	66	80
Carpenter	67	92	116
Mechanic	76	103	126
Project Manager	120	150	180
Project Staff Engineer	105	130	155

<b>Outside Engineering Services – KPFF Consulting Engineering San Diego</b>			
<b>Title/Classification</b>	<b>Standard Rate (\$)/hour</b>	<b>Overtime Rate(\$)/hour</b>	<b>Doubletime Rate (\$)/hour</b>
Principal	195	N/A	N/A
Senior Project Manager	165	N/A	N/A
Project Manager	150	N/A	N/A
Project Engineer	120	N/A	N/A
Design Engineer	100	N/A	N/A
Project Drafter	130	N/A	N/A
Drafter/CAD Operator	100	N/A	N/A
Administrative/Secretary	80	N/A	N/A