

Mr. Marcelino Ortiz, President
Ortiz Corporation
2000 McKinley Avenue
National City, CA 91950
P: (619) 434-7925 F: (619) 434-7931

City of San Diego

CITY CONTACT: Damian Singleton – Contract Specialist, Email: dsingleton@sandiego.gov.

Phone No. (619) 533-3482, Fax No. (619) 533-3633

MQUACH/NB/LS



ORIGINAL

REQUEST FOR PROPOSAL (RFP)

FOR DESIGN AND INSTALLATION OF EMERGENCY GENERATORS FOR WASTEWATER FACILITIES DESIGN- BUILD CONTRACT

RFQ NO.: As-Needed Design-Build Service for the Engineering & Capital Projects Department – 4784DB

BID NO.: K-13-5746-DBA-3

TASK ORDER NO.: 11DB03

SAP NO. (WBS/IO/CC): S-12036

CLIENT DEPARTMENT: 2000 / 2011

COUNCIL DISTRICT: CITYWIDE

PROJECT TYPE: HA

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

PROPOSAL DUE:

12:00 NOON

JANUARY 8, 2013

CITY OF SAN DIEGO

PUBLIC WORKS DEPARTMENT

1010 SECOND AVENUE, SUITE 1400, MS 614C

SAN DIEGO, CA 92101

ATTN: CONTRACT SPECIALIST

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1. INTRODUCTION

- 1.1. This is the City of San Diego's (City) second step (in a 2-step process) in the selection process to provide Design-Build services for **the Design and Installation of Emergency Generators for Wastewater Facilities Design-Build Contract** (Project).
- 1.2. This RFP is being issued to the selected firms for this selection process exclusively. These firms are:
 - 1.2.1. Ahrens Corporaton/Lee & Ro
 - 1.2.2. Arrieta Construction/Tran Consulting
 - 1.2.3. Cass Construction/Rick Engineering
 - 1.2.4. Orion Construction/Harris & Associates
 - 1.2.5. Ortiz Corporation/RBFProposals from any other firms will not be considered for this process and will be rejected as unsolicited Proposals.
- 1.3. The Design-Builder shall ensure that Design-Builder's license(s) shall be valid when Proposal is submitted. Failure to comply with these requirements will result in:
 - 1.3.1. The rejection of the Proposal.
 - 1.3.2. Removal of the Design-Builder from the short-list.
- 1.4. Engineer's Estimate – The Engineer's estimate of the Contract Price is **\$5,220,000**.
- 1.5. This RFP describes the Project, the required scope of Work and Services, the Design-Builder selection process, and the minimum information that shall be included in the Proposal. Failure to submit information in accordance with this RFP's requirements and procedures may be cause for disqualification.
- 1.6. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design shall not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents, such as the Water Department's Master Plan and any other document that was not prepared specifically for this contract, are considered to be eligible to participate.

2. EQUAL OPPORTUNITY

- 2.1. All information provided and requirements set forth in Section 2 of the Request for Qualifications (RFQ) for the Project shall apply to this RFP process. The Design-Builder shall review the information, data, and documentation provided in the Design-Builder's Statement of Qualification (SOQ) and changes shall be identified in the Proposal; otherwise the information, as previously submitted, will be deemed complete and accurate.
- 2.2. As set forth in this RFP, the City is dedicated to the principles of equal opportunity in the workplace and in subcontracting. It is the City's expectation that firms doing business with the City have, and are able to demonstrate, the same level of commitment.

2.3. The Design-Builders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible certified Subcontractors in accordance with the City's EOCP requirements included in the Contract Documents.

2.4. Subcontractor Participation:

2.4.1. The City has incorporated mandatory SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1.	SLBE participation	8.7%
2.	ELBE participation	13.6%
3.	Total mandatory participation	22.3%

2.4.2. The Design-Builders are strongly encouraged to attend the Pre-Proposal Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: <http://www.sandiego.gov/eoc/>

2.4.3. The Proposal will be declared non-responsive if the Design-Builder fails the following mandatory conditions:

1. Design-Builder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.
2. Design-Builder's submission of Good Faith Effort documentation demonstrating the Design-Builder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Day of the Public Ranking Meeting if the overall mandatory participation percentage is not met.

2.5. The Contractor and Subcontractors shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517. The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Contractor shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

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

3. **PROJECT BACKGROUND AND DESCRIPTION**

See Attachment A.

4. **SCOPE OF WORK AND SERVICES**

Work and Services required of the Design-Builder include those during design, construction, and startup. The Design-Builder shall provide all management, supervision, labor, services, and equipment. Exceptions are listed in Attachment A3 and are being supplied by the City (Owner Supplied Equipment and Materials (OSE&M)), tools, supplies, temporary facilities, and any other item of every kind and description required for the complete design and construction of the Project, as described in Attachment A.

5. **SELECTION PROCESS**

Each Design-Builder shall submit separate "Technical" and "Price" Proposals as described in this RFP.

5.1. Technical Proposal Requirements

5.1.1. Failure to comply with this section will render the Design-Builder's submittal invalid and disqualify it from this selection process.

5.1.2. The Technical Proposal shall be concise and well organized and shall demonstrate the Design-Builder's qualifications and experience applicable to the Project. Type size and margins for text pages shall be in accepted standard formats for desk top publishing and word processing and result in no more than 500 words per page.

NOTE: A cover letter may be submitted but SHALL NOT contain any information that is a required element of the Technical Proposal (i.e. acknowledgement of addenda)

5.1.3. The Design-Builder shall certify that the documentation required under the Work Force Report and Equal Employment Opportunity (EEO) Plan and the Subcontractor Documentation of the RFQ remains correct and accurate. If any changes or modifications are required to the aforementioned documents, they shall be documented in the Work Force Report and EEO Plan forms included in the Contract Documents as attachments and submitted with the Proposal.

5.1.4. The EOCP information not revealing the Contract Price shall be submitted with the Technical Proposal.

5.1.5. The Technical Proposals submitted in response to this RFP shall be in accordance with the requirements listed in Attachment B. The contents of the Proposal shall be organized consistent with Attachment B.

5.2. Price Proposal Requirements

5.2.1. One executed original, clearly marked on the cover, of the Price Proposal shall be submitted in a separate sealed envelope. Refer to Attachment 'D' of this RFP for the Price Proposal form to be used.

5.2.2. The Price Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.

5.2.3. The lowest proposed price is not the determining factor for award of this contract. See Attachment 'B' for criteria from which the proposals will be evaluated.

- 5.2.4. In case of discrepancies, written numbers will govern over numerical. The summation of all lump sum, unit prices, allowances and any other priced items will govern over the total price in case of discrepancies between the two.
- 5.2.5. Certain EOCB information (i.e., Subcontractors and Suppliers listings) that indicates the dollar value of the portions of the work to be performed by the Subcontractors and Suppliers shall be submitted as part of the Price Proposal.

5.3. Submittal Requirements

5.3.1. Technical Proposal

- 5.3.1.1. The Technical Proposal shall be received no later than the time and date shown on the cover of this RFP.
- 5.3.1.2. One executed original, clearly and conspicuously marked on the cover, and 6 copies and 1 Compact Disk (CD) or Digital Video Disk (DVD) with a complete Portable Document Format (PDF) formatted version of the submitted documents shall be submitted in a sealed package marked "Technical Proposal" clearly and conspicuously in its face. The following information will be clearly marked on the outside of each package:

Name of Design-Builder

Project Title

"Technical Proposal" Package Number (e.g., 1 of 16, 2 of 16, etc.)

Marked "CONFIDENTIAL" (in red)

- 5.3.1.3. The Technical Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.

The Design-Builder shall provide the names of the principal individual owners of the firm. In the event the firm is employee owned or publicly held, then the fact shall be stated and the names of the firm's principals or officers shall be provided.

- 5.3.1.4. Failure to comply with the requirements of this RFP may result in disqualification.
- 5.3.1.5. Technical Proposals and modifications thereto received subsequent to the hour and date specified above will render the Design-Builder's submittal invalid and will cause its disqualification from this selection process.
- 5.3.1.6. Proposals that deviate from the RFP and Bridging Documents supersede the RFP in accordance with 2-5.2, "Precedence of Contract Documents."

Design elements which deviate from the scope of Work, City's design guidelines, or material substitution which differs from the Approved Material List shall be highlighted in accordance with Attachment B, "Exception to this RFP" of the Proposal and brought to City's attention during the presentation and interview.

5.3.1.7. Questions:

1. Questions shall be directed to the Contract Specialist prior to the Proposal due date. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda, which will be uploaded to City's online service(s) e.g., e-Bidboard (or mailed or delivered to all parties recorded by the City as having received the Contract Documents).
2. Questions received less than 14 days prior to the Proposal due date may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Design-Builder's responsibility to become informed of any addenda that have been issued and to include all such information in its Proposal.

5.3.2. Price Proposal

5.3.2.1. The Price Proposal shall be submitted separately from the Technical Proposal and shall be received no later than the time and date shown on the cover of this RFP.

Submittal of the Price Proposal after the date stipulated in this section will be cause for rejection of the entire Proposal and disqualification of the Design-Builder for this selection process.

5.3.2.2. The Price Proposal shall be submitted in sealed packages with the following information clearly marked on the outside of each package:

Name of Design-Builder

Project Title

"Price Proposal" Marked "CONFIDENTIAL" (in red)

5.3.2.3. Failure to comply with the requirements of this RFP may result in disqualification.

5.3.2.4. Price Proposals or modifications thereto received subsequent to the hour and date specified above will render the Design-Builder's submittals invalid and will cause their disqualification in the selection process.

5.4. Review of Technical Proposal

5.4.1. Following the receipt of the Technical Proposal, the City anticipates allotting 2 weeks for review of the Technical Proposals.

5.4.2. Subsequent to receipt, the City will provide written notice of the schedule for technical presentations. This schedule will be on a "random draw" basis and has no bearing on the potential for award.

5.5. Technical Presentation

5.5.1 The interview will consist of a 20 minute presentation by the Design-Builder and 20 minutes of questions by the Panel. The presentation shall be presented by the Design-Builder's key personnel who will be continuously involved on site or in San Diego, in relative proportion to their level of involvement. Based on the Design-Builder's Proposal, interview and the Project's Evaluation Criteria, the Panel will rank the Design-Builder's of its qualifications.

5.5.2 The Design-Builders are responsible for bringing any and all equipment and materials that are required for the presentation. The City will not provide any equipment or materials for presentations.

5.6 Final Selection (Adjusted Low Bid)

5.6.1 The ranking of each Design-Builder during the Technical Proposal review and the Interviews will serve as a divisor of the Price Proposal submitted thereby determining weighted price.

5.6.2 Selection will be based on "Adjusted Low Bid". Following review of the Technical Proposals and the oral presentations/interviews, the resulting qualitative evaluation scores will be totaled on a scale of 0 to 100, and will be converted to a decimal (e.g., score of 85 is written as 0.85). After the scores have been calculated, each Design-Builder's price envelope will be opened. The price will be divided by the score (expressed as a decimal) to yield the "Adjusted Low Bid". The lowest adjusted bid will be recommended for Contract award. The adjustment to the Price Proposal is for selection purposes only. The Price Proposal as submitted is the actual Contract Price.

The following example summarizes and illustrates the process:

Design-Builder	Qualitative Score (100 Maximum)	Price Proposal	Adjusted Price *
A	0.85	\$1,000,000.00	\$1,176,471
B	0.95	\$1,300,000.00	\$1,368,421
C	0.65	\$900,000.00	\$1,384,615

* The adjustment to the Proposal is for selection only. Firm "A" has Adjusted Lowest Bid. The Price Proposal is the actual Contract amount.

5.6.3 The Design-Builders will be notified in writing of the City's final decision.

6. POLICIES, PROCEDURES AND GUIDELINES

6.1. The Program's Selection Process is based on the policies, procedures and guidelines contained in the City Municipal Code Chapter 2, Article 2, and Division 33.

6.2. A Ranking Panel (Panel) will be established for this project and will include representatives from the City and may include other interested parties (e.g., Participating Agencies, representative from the Community at Large, as required and other agencies e.g., the State Water Resource Control Board, etc.).

- 6.3. The Panel will review all proposals received and when required interview each Design-Builder in accordance with Attachment 'B' of this RFP. Based on the Design-Builder's Proposal, interview and the Project's Evaluation Criteria, the Panel will rank the Design-Builders as to qualifications in a public meeting. The Panel will forward its ranked listing of Design-Builders to the Mayor or designee. The public meeting will be held at **2:30 PM** at Public Works Contracting Group, 1010 Second Avenue, Suite 1400, San Diego, California, 92101 as scheduled in Section 8.
- 6.4. The Mayor or designee will make the final recommendation to City Council concerning the proposed agreement. The City Council has the final authority to approve the Contract.

7. **EVALUATION CRITERIA**

The evaluation criteria and the respective weights that will be given to each criterion are attached as Attachment 'B'.

8. **SELECTION AND AWARD SCHEDULE**

The City anticipates that the process for selecting a Design-Builder, and awarding the contract, will be according to the following tentative schedule:

8.1.	Pre-Proposal Meeting	December 19, 2012
8.2.	Proposal Due Date	January 8, 2013
8.3.	Interviews	January 15, 2013
8.4.	Public Ranking Meeting	January 22, 2013
8.5.	Selection and Notification	February 5, 2013
8.6.	Receipt of Bonds and Insurance Certificates	March 5, 2013

9. **PRE-PROPOSAL ACTIVITIES**

9.1. **Questions Concerning RFP**

All questions regarding the RFP shall be presented in writing to the City Contact at the postal address or the e-mail address identified on the cover sheet of the RFP.

9.2. **Pre-Proposal Meeting**

9.2.1. A Pre-Proposal meeting will be held from 10:00 AM to 11:00 AM, at Metropolitan Operations Complex (MOC II), 9192 Topaz Way, San Diego, CA, 92123. All potential responders are **REQUIRED** to attend. Any materials distributed at the meeting will be issued to all RFP recipients in the form of an addendum to this RFP. It is not necessary for all members of a Design-Builder's team to be present at the Pre-Proposal Meeting, however, the Design-Builder will be held accountable for receiving and applying all information discussed at the Pre-Proposal Meeting and initial site visits.

9.2.2. Bid shall be considered **non-responsive** if the Design-Builder fails to attend the required Pre-Proposal Meeting as evidenced by the City's meeting sign-in sheet.

9.3. **Pre-Proposal Site Visit.**

In conjunction with the Pre-Proposal meeting, the Design-Builders are **REQUIRED** to visit the Work Sites with the Engineer. The sign-in sheet for the meeting is

evidence of attendance and is the responsibility of each firm to sign in. The purpose of the Site Visit is to acquaint Design-Builders with the Site conditions. To request a sign language or oral interpreter for this visit, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. A Pre-Proposal Site Visit is scheduled as follows:

Time: 12:00 to 6:00 PM
Date: December 19, 2012
Location: Metropolitan Operations Complex (MOCII)
9192 Topaz Way
San Diego, CA 92123

9.4. Revision to the RFP

The City reserves the right to revise the RFP prior to the date that Proposals are due. Revisions to the RFP will be mailed to all RFP holders. The City reserves the right to extend the date by which the Proposals are due.

10. SPECIAL CONDITIONS

10.1. Reservations

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for Work.

10.2. Public Records

After the selection process is complete and a contract is signed between the City and the winning Design-Builder, all Proposals submitted in response to this RFP become the property of the City and public records, and as such may be subject to public view.

10.3. Right to Cancel

The City reserves the right to cancel, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all Design-Builders will be notified in writing by the City.

10.4. Additional Information

The City reserves the right to request additional information or clarifications from or interview any or all Design-Builders.

10.5. Public Information

Release of Public Information - Selection announcements, contract awards, and all data provided by the City shall be protected from public disclosure. Design-Builders desiring to release information to the public, shall receive prior written approval from the City.

10.6. Changes to Key Personnel and Substitution of Subcontractors

10.6.1. The Design-Builder shall not change or substitute any individual that is identified as “key personnel” in its SOQ and Proposal without the written consent of the City.

10.6.2. The Design-Builder shall not change or substitute any material, Supplier, or Subcontractor identified in its SOQ and Proposal without written consent of the City.

10.7. Use of Reference Documents and Pre-Design Reports

10.7.1. The City has made available As-Built Plans and Reference Documents related to the Project. Use of these reports shall be for general project background information only, and shall be used at the Design-Builder’s risk. No responsibility is assumed by the City for the completeness or accuracy of these plans or reports.

10.7.2. The following documents are attached to the Scope of Work (Attachment ‘A’):

1. Attachment A – Project Description, Scope of Work, Technical Specifications and Bridging Documents
2. Attachment A – Exhibit 1A – General Location
3. Attachment A – Exhibit 2A – Site Related Information
4. Attachment A – Exhibit 3A – Owner Supplied Equipment and Materials
5. Attachment A – Exhibit 4A – Existing Temporary Location of Generators at SPS1, 64, 65, PQPS, and NCWRP
6. Attachment A – Exhibit 5A – Pre-design Drawings at SPSS, NCWRP and EMTS.
7. Attachment A – Exhibit 6A – Partial Relevant Site Drawings
8. Attachment A – Exhibit 7A – Site Specific Environmental Document (ED) by the City and Certified by City Council
9. Attachment A – Exhibit 8A – Heat Pump Jacket Water Heater and Installation Schematic
10. Attachment A – Exhibit 9A – North City Cogen Facility Expansion at North City Water Reclamation Plant (NCCFE) Adjacent Project

10.8. Use of Computer Aided Drafting and Design (CADD)

The Design-Builder shall use CADD. CADD drawings, figures, and other work shall be produced by the Design-Builder using MicroStation software. Conversions of CADD work from any other non-standard CADD format to City standard MicroStation format shall not be acceptable in lieu of this requirement unless specified otherwise in the Contract Documents. Refer to City’s CADD Standards for detailed requirements at: <http://www.sandiego.gov/engineering-cip/services/consultcontract/edocref/index.shtml>

10.9. Scheduling and Management Reporting Systems

The Design-Builder will be required to use the latest version of the Primavera Project Management and Scheduling Software or equal.

10.9.1. The City will require the Design-Builder to submit and maintain a task-oriented computerized schedule for completing the Work over the life of the Project.

10.9.2. The Design-Builder shall anticipate that the development of this schedule will require at least 3 steps; (1) development of a work breakdown structure by the Design-Builder and submittal to the City for review; (2) development of interface procedures (and software, if necessary) to communicate from the Design-Builder's computer networking software to the City's networking software (Primavera), and (3) development of an activity network for submittal to the City for review and concurrence.

10.9.3. The Design-Builder will be required to furnish activity status and network updates on disks in a format that will interface with the City's scheduling system. The City will utilize the schedule information supplied by the Design-Builder in to review progress payments and to monitor the progress of the project against the agreed schedule requirements.

10.10. Project Schedule

10.10.1. The City has established the following tentative milestones for the Project:

- a. Issue design-builder NTPMarch 12, 2013
- b. Approve project schedule (Primavera).....March 17, 2013
- c. City Receives 60% Design for CommentsMay 17, 2013
- d. Contractor Receives DSD, fire hazardous materials
Permits required for constructionJuly 31, 2013
- e. Construction Notice to ProceedAugust 7, 2013
- f. Issue Notice of Completion.....March 12, 2014

10.10.2. For the Contract Time refer to Contract Front End Volume 1, Notice Inviting Bids (see Attachments).

10.11. Acknowledgement of Addenda

The Design-Builder shall confirm in its Proposal the receipt of all addenda issued to this RFP. Failure to acknowledge all addenda issued, will result in the Proposal being considered **non-responsive** and ineligible for further consideration.

10.12. The agreement, terms and conditions are included in The City's Front End Contract Documents Volume 1 and 2, The GREENBOOK Part 1, and The WHITEBOOK e.g., the City Supplement.

ATTACHMENT A

**PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND
BRIDGING DOCUMENTS**

ATTACHMENT A

PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS

PUBLIC UTILITIES DEPARTMENT

1. **Project Description:**

The Work is associated with the Design and Installation of Seven Pre-purchased Backup Generators (BUG) at Sewer Pump Stations and a Wastewater Treatment Plant and Replace One Backup Generator at a Laboratory. (BUG) Project involves furnishing all labor, material, equipment, except Owner Supplied Equipment and Materials (OSE&M), services, design, permits, construction, and relocating the seven Owner Supplied backup generators to their permanent locations, replacing one 200 KW natural gas generator with a Design-Builder supplied diesel generator and designing and installing concrete pads, fuel storage tanks, electrical connections and testing the installed BUG systems. The back-up generators shall automatically start and transfer load on loss of utility feed or on command from the Distribute Control System as specified at each site.

The Design-Builder shall be solely responsible for the design, performance, timely completion of the site development work, other work they perform, and the materials and equipment they supply.

2. **Scope of Work:**

- A. Scope of Work – Design-Builder shall be responsible for performing and completing and for causing all sub-consultants and Subcontractors to perform and complete the design and construction of the Project as set forth in the Contract Documents, including this Scope of Work. This shall include but is not limited to design services, construction, labor, materials, equipment, furnishings, tools, construction equipment and machinery, utilities, transportation, field offices, inspection, QA/QC, other facilities, and services as discussed in this Scope of Work.

The back-up generators shall automatically start and transfer load on loss of utility feed or on command from the Distributed Control System (DCS) as specified at each site. The AQ 2000 Module connections, arrangement and sites shall be designed so they can be quickly moved off site, except at Sewer Pump Station 64.

Description of project activities includes the design and construction of the following:

A1. **Sewer Pump Station 1 work includes:**

1. Design and provide concrete pads to mount two Owner Supplied Trailer Mounted 2MW Caterpillar XQ2000 backup generators, two Owner Supplied Transformers and fused switches, Design-Builder supplied fuel tank, switchgear, and over current protection devices in their permanent location. See Attachment A – Exhibit 5A.
2. Relocate two Owner Supplied Trailer Mounted 2MW backup generators and transformers to permanent locations.

3. Structural bracing support of generator enclosures and chassis to lift the generator units' weight so that there will be no pressure or weight on the existing tires.
4. Provide generator power modules wheels protection from weather expose by protecting them with liquid rubber protecting, made for their purpose and covered with sheet metal covers that can be easily slide on and off from both sides of the wheels.
5. Seismic anchoring of backup generators, diesel fuel storage tank, and transformers. Use USGS map for seismic analysis of all equipment
6. All required new switchgear, breakers, and associated wiring, and controls per single line diagram drawing. See Attachment A – Exhibit 5A.
7. Trenching and patching for electrical conduits and diesel fuel piping.
8. Cables for connection of generators, transformers, new switchgear, and to existing Motor Control Center (MCC) switchgear. See Attachment A – Exhibit 5A.
9. Controls and breakers to safely facilitate the automatic transfer of the facility load to and from the generators on an automatic signal from the DCS.
10. Provide parameter fencing with gate to match existing to enclose the new generators and fuel tank.
11. Provide any required protective crash posts, see attachment A – Exhibit 5A.
12. Provide a fuel tank that holds 3 day storage of diesel fuel at 70% load for the generators it is connected to.
13. Provide diesel fuel piping connection from the fuel tank to the generators. See Attachment A – Exhibit 5A.
14. Provide grading around generators facility to match existing elevation at the pump station.
15. Construct driveways up to XQ2000 trailers so they can be moved off site.
16. All other work and appurtenances in accordance with RFQ Number As-Needed Design-Build Service for the Engineering & Capital Projects Department - 4784DB

A2. Sewer Pump Station 64 works includes:

1. Design and provide concrete pads to mount two Owner Supplied Trailer Mounted 2MW Caterpillar XQ2000 backup generators, two

Owner Supplied Transformers and fused switches, Design-Builder supplied fuel tank, switchgear, and over current protection devices in their permanent location. See Attachment A – Exhibit 5A.

2. Relocate two Owner Supplied Trailer Mounted 2MW backup generators and transformers to permanent locations.
3. Remove generator conex boxes from chassis. Mount conex boxes to concrete foundation slabs.
4. Seismic anchoring of backup generators, diesel fuel storage tank, and transformers. Use USGS map for seismic analysis of all equipment.
5. All required new switchgear, breakers, associated wiring, and controls per single line diagram drawing. See Attachment A – Exhibit 5A.
6. Trenching and patching for electrical conduits and diesel fuel piping
7. Cables for connection of generators, transformers, new switchgear, and to existing Motor Control Center (MCC) switchgear. See Attachment A.
8. Controls and breakers to safely facilitate the automatic transfer of the facility load to and from the generators on a signal from the DCS.
9. Provide any required protective crash posts.
10. Fuel tank shall hold 3 days of diesel fuel storage at 70% generators load.
11. Provide diesel fuel piping connection from the fuel tank to the generators. See Attachment A – Exhibit 5A.
12. All other work and appurtenances in accordance with RFQ Number As-Needed Design-Build Service for the Engineering & Capital Projects Department - 4784DB.

A3. Sewer Pump Station 65 work includes:

1. Design and provide concrete pads to mount one Owner Supplied Trailer Mounted 2MW Caterpillar XQ2000 backup generator, and Design-Builder supplied fuel tank and Automatic Transfer Switch (ATS) in their permanent location. See Attachment A- Exhibit 5A.
2. Relocate Owner Supplied Trailer Mounted 2MW backup generator to permanent location.
3. Structural bracing mounting support of generator enclosure and chassis so that there will be no pressure or weight on existing tires.

4. Provide generator power modules wheels protection from weather expose by protecting them with liquid rubber protection, made for that purpose and covered with sheet metal covers that can be easily slide on and off from both sides of the wheels.
5. Seismic anchoring of backup generator and diesel fuel storage tank. Use USGS map for seismic analysis of call equipment.
6. All required new ATS and associated wiring, and controls per single line diagram. See Attachment A – Exhibit 5A.
7. Trenching and patching for electrical conduits and diesel fuel piping.
8. Modification of existing switchgear to accommodate new ATS connection.
9. Cables for connection of generator, and new ATS to existing switchgear. See Attachment A – Exhibit 5A.
10. Control to safely facilitate the automatic transfer of the facility load to and from the generator on a signal from the DCS.
11. Provide any required protective crash posts, See Attachment A – Exhibit 5A.
12. Fuel tank shall hold 3 days of diesel fuel storage at 70% generator load.
13. Provide diesel fuel piping connection from the fuel storage tank to the generator. See Attachment A – Exhibit 5A.
14. All other work and appurtenances in accordance with RFQ Number As-Needed Design-Build Service for the Engineering & Capital Projects Department - 4784DB.

A4. Penasquitos Sewer Pump Station work includes:

1. Design and provide concrete pads to mount one Owner Supplied Trailer Mounted 2MW Caterpillar XQ2000 backup generator and Design-Builder supplied fuel tank, and ATS in their permanent location. See Attachment A – Exhibit 5A.
2. Relocate Owner Supplied Trailer Mounted 2MW backup generator to permanent location.
3. Structural bracing support of generator enclosure and chassis so that there will be no pressure or weight on existing tires.
4. Provide generator power modules wheels protection from weather expose by protecting them with liquid rubber protection, made for that purpose and covered with sheet metal covers that can be easily slide on and off from both sides of the wheels.

5. Seismic anchoring of backup generator and diesel fuel storage tank. Use USGS map for seismic analysis of all equipment.
6. All required new ATS and associated wiring, and controls. See Attachment A – Exhibit 5A.
7. Trenching and patching for electrical conduits and diesel fuel piping.
8. Cables for connection of generator, ATS to existing switchgear. See Attachment A – Exhibit 5A.
9. Control to safely facilitate the automatic transfer of the facility load to and from the generator on a signal from the DCS.
10. Provide any required protective crash posts, See Attachment A – Exhibit 5A.
11. Fuel tank shall hold 3 days diesel fuel storage at 70% generator load.
12. Provide diesel fuel piping connection from the fuel tank to the generator. See Attachment A – Exhibit 5A.
13. All other work and appurtenances in accordance with RFQ Number As-Needed Design-Build Service for the Engineering & Capital Projects Department - 4784DB.

A5. North City Water Reclamation Plant work includes:

1. Design and provide concrete pads to mount one Owner Supplied Trailer Mounted 2MW Caterpillar XQ2000 backup generator, the Owner Supplied Transformer and Design-Builder supplied fuel tank and over current protection device in their permanent location. See Attachment A – Exhibit 5A.
2. Relocate the Owner Supplied Trailer Mounted 2MW backup generator and transformer to permanent location.
3. Structural bracing support of generator enclosures and chassis so that there will be no pressure or weight on existing tires.
4. Provide generator power modules wheels protection from weather expose by protecting them with liquid rubber protection made for that purpose and covered with sheet metal covers that can be easily slide on and off from both sides of the wheels.
5. Seismic anchoring of backup generator, diesel fuel storage tank, and transformer. Use USGS map for seismic analysis of all equipment.
6. Provide required new breaker, associated relay and interlock controls, and wiring. See Attachment A - Exhibit 5A.
7. Trenching and patching for electrical conduits and diesel fuel piping.

8. Provide cables for connection of generator, transformer, and new protective device in existing switchgear. See Attachment A – Exhibit 5A.
9. Control breaker to safely facilitate the automatic transfer of the facility load to and from the generator on a signal from the DCS.
10. Provide any required protective crash posts, See Attachment A – Exhibit 5A.
11. Fuel tank shall hold 3 days of diesel fuel storage at 70% generator load.
12. Provide diesel fuel piping connection from the fuel tank to the generator. See Attachment A – Exhibit 5A.
13. Provide grading around generator facility to ensure proper storm water flow. See mound design for the North City Cogeneration Facility Expansion currently under construction. See Attachment A-Exhibit 9A.
14. Construct driveway up to Caterpillar XQ2000 trailer so it can be moved off site.
15. Provide retaining wall per noted drawing see attachment A – Exhibit 5A.
16. All other work and appurtenances in according with RFQ Number As-Needed Design-Build Service for the Engineering & Capital Projects Department - 4784DB.

A6. Environmental Monitoring and Technical Services Laboratory

1. Replace the existing 200 kW natural gas generator with a 500 kW diesel generator with outdoor enclosure.
2. Rewire the generator service to existing facility electrical system main service for optional, critical, and standby loads. See Attachment A – Exhibit 5A. The Design-Builder shall work with the Building Maintenance Staff to identify optional and standby loads to be included for the generator connection.
3. Install new diesel storage tank that provides 3 days of diesel fuel storage at 70% of the new generator's load.
4. Seismic anchoring of backup generator and diesel fuel storage tank. Use USGS map for seismic analysis of equipment.
5. Provide and install new Automatic Transfer Switch (ATS)'s and wiring from new generator for optional load to existing switchgear. See Attachment A – Exhibit 5A.

6. Trenching and patching for electrical wiring conduits, and diesel fuel piping.
7. Provide any required protective crash posts for fuel tank and generator.
8. Provide diesel fuel piping connection from the fuel tank to the generator. See Attachment A – Exhibit 5A.
9. Design and provide concrete pad to mount Design-Builder supplied fuel tank in its permanent location. See Attachment A – Exhibit 5A.
10. Provide retaining wall per noted drawing, See Attachment A – Exhibit 5A.
11. All other work and appurtenances in according with RFQ Number As-Needed Design-Build Service for the Engineering & Capital Projects Department - 4784DB

B. Design and Construction Requirements:

1. Design-Builder shall provide all Work and Services required by the Contract Documents, including those described as “if required,” “if directed,” “potential,” “optional,” “may,” or similar adjectives and phrases.
2. Design-Builder covenants that the Services shall meet the performance expectations of the City as described in this Scope of Work. Design-Builder shall be responsible for achieving Substantial and Final Completion of the Project as set forth in the Project Schedule, as the same may be extended from time to time pursuant to the provisions of the Contract.
3. The scope of Services shall include but is not limited to: conducting investigations, preparing 60%, 100% and Final design drawings, easement drawings, as required, and specifications. Obtaining plan check approvals, preparing construction cost estimates for any change orders. Provide up to date schedules, and engineering services during construction and designing for all required equipment, materials, and proper installation. The Scope of services also includes design and installation of all Owner Supplied Equipment and Design-Builder supplied equipment. This includes concrete, paving, trenching, electrical, and mechanical piping as required, relocating Owner Supplied Equipment to permanent locations and setting them in place per require structural and seismic code. , Testing and monitoring for potential hazardous materials, coordinating with local resource agencies, geotechnical investigations, surveying, potholing and tie-in reconnections to existing utilities of the City’s services. Implementation of QA/QC, water pollution control, testing, storm water pollution prevention and control Best Management Practices (BMP’s), paving, storm water, cost loaded CPM scheduling, preparation of as-built drawings, updating each site’s Business Plan and the Spill Presentation Control and Countermeasure (SPCC) plan. Refer to the Bridging Documents Exhibits in Section 4 of this SOW.
4. General requirements shall include permit acquisition with the exception of the San Diego County Air Pollution Control Permits. The general

requirement also includes videotaping of existing conditions, coordination with the City Project and Construction Managers, the site's staff and other contractors on site.

5. Design-Builder shall not perform any Work or Services in connection with the Project prior to receipt of a written Notice to Proceed (NTP) from City. No payment shall be made for any Work or Services performed prior to issuance of the NTP, and applications for payment for such Work for Services shall not be binding on the City.
 6. Design-Builder shall immediately notify City in writing of any proposed or anticipated change in the Scope and shall provide within three days (unless an extension is agreed to by the City) a description and justification of the scope change and the required Contract Amount, and Contract Time. The contractor shall obtain City's written consent to the change prior to making any changes to the work. In no event shall City's consent be construed to relieve Design-Builder from its duty to render all Work and Services in accordance with Applicable Laws and accepted industry standards.
 7. As required by California Government Code section 830.6, prior to construction, a Deputy City Engineer or above must review and approve the design for the Project or any portion thereof. A Deputy Engineer or above must also review and approve any changes to the Project design or any portion thereof.
 8. Design-Builder shall test and inspect all owner supplied cables prior to the Construction Notice To Proceed (CNTN) to confirm their integrity and adequacy for installation and design intent.
 9. When the permanent site improvements are complete and the Design-Builder starts to move OSE&M from the temporary location to permanent. The Design-Builder will have 48 hours to complete their work including having the system tested and ready for service. In the case of PS1 and PS 64, the Design-Builder will stagger their work so at least one generator is always available for service and connected to the switchgear through a breaker or a switch.
 10. All buried fuel lines shall have double walled containment with automated leak detection systems.
 11. Design-Builder contractor shall provide an RC-PTCV-4 Portable tank cleaner with two (2) years on consumables and spare parts to the owner.
- C. City Services – City will provide only the services listed in this section. All other services necessary to complete design and construction of the project shall be provided by Design-Builder.
1. Project Management and Administration. City will respond to Design-Builder's written questions regarding Project definition and scope within fifteen (15) Calendar Days of receipt.
 2. Construction inspection, administration, and material testing (as defined in this scope of work).

3. Construction Survey, as defined in this scope of work.
4. Additional survey work as determined by City.
5. Plan check fees.
6. Provide Owner Supplied Equipment and Materials (OSE&M) as listed in Attachment A3 and information on this equipment.
7. Submittal Review and Approval. City will review each submittal within 15 Days of receipt.

D. Point of Contact – The Engineer shall be Design-Builder’s primary point of contact with the City, and Design-Builder shall receive direction and authorization only through the designated Engineer. Copies of all correspondence and transmittals from Design-Builder to City shall be addressed to the following City personnel after Notice to Proceed:

Project Manager
Margaret Quach
9192 Topaz Way, MS 901A
San Diego, CA 92123
Phone: (858) 292-6430
Email: mquach@sandiego.gov

E. City Provided Information – City will provide the following information to Design-Builder. City does not guarantee the accuracy of this information and Design-Builder shall conduct further research as necessary to verify the information.

1. Access to existing topographic maps and as-built drawings for the sites in the area of work or effected by the implementation of the work. Upon Design-Builder’s request, and upon availability of information, access to electronic base maps, including lot lines, and existing water, sewer electrical facilities and other available Facility drawings.
2. Sample set of construction plans for a typical project. Design-Builder shall use the sample as minimum guidelines for the format and contents of construction plans for the Project.
3. Bridging Document, which is included with the Scope of Work.

F. Review of Design-Builder’s Design Submittals – City’s review of Design-Builder’s Design Submittals shall not relieve Design-Builder from its responsibilities under this Contract, or be deemed to be an acceptance or waiver by City of any deviation from, or of Design-Builder’s failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for acceptance by Deign-Builder and accepted by City. Where approval or acceptance by City is required, it is understood to be general approval only, and does not relieve Design-Builder of responsibility for complying with all applicable laws and good professional practices as Design-Builder is the engineer of record.

G. City Review – Design-Builder shall allocate fifteen (15) calendar days for City to review and comment on each submittal and five (5) calendar days for Design-Builder

to respond and for final resolution of comments. To log and communicate the review comments, actions, and resolutions efficiently, the City intends to utilize a MS Access database or MS Excel spreadsheet to manage the design submittal comments for 60%, 100% and Final Designs. Design-Builder shall review and respond to City's comments in the format provided by City.

- H. Photo Log and Videotape – Design-Builder shall comprehensively photograph and videotape the Project's existing conditions including Project point of connection to all existing utilities and the work on the sites before, during and after construction of the Project. Design-Builder shall prepare and submit to City:
1. A still-photo log including the photographs taken;
 2. One copy of each of the still-log photos bound in a three-ring binder;
 3. Two (2) copies of the Project CD in a form acceptable to City. Design-Builder shall request City's prior written approval for the use of digital photography and submit the relevant specifications for digital submittal with the request.
- I. Coordination – Design-Builder shall coordinate design and construction requirements with governmental entities and agencies, private utilities, and all other parties either involved in infrastructure improvements or otherwise affected by the design and construction requirements and as directed by the Engineer.
- J. Cooperation – Design-Builder shall assist City staff, and shall coordinate and cooperate with City's employees, officers, agents, and all other City-designated representatives during the design and construction of the Project. Communication with (OSE&M) shall go through City Staff.
1. Partnering Sessions - To facilitate communication, the Parties agree to participate in periodic Partnering Sessions during the design and construction of the Project. The purpose of the Partnering Sessions is to maintain cooperative communication, mutually resolve conflicts at the lowest possible management level, and establish an atmosphere of teamwork, trust, and open communication.
 2. Partnering Session - After Award and prior to the NTP, the Parties shall participate in the Partnering Session. The Parties shall agree upon the session date and site, the partnering facilitator, and other administrative details. The Agenda for the Partnering Session shall include items such as lines of communication, critical issues, schedule issues, progress reporting, project meetings, misc. administrative coordination, submittals, reviews, RFI's, etc. The costs involved in providing a facilitator and a Partnering Session site shall be borne by the City.
- K. Reports – Design-Builder shall prepare and submit to City monthly progress reports, in a manner and format acceptable to City, on the Work and/or Services accomplished during the prior monthly period. Design-Builder shall submit the progress reports at the time Design-Builder submits each monthly application for payment. As part of the progress report, Design-Builder shall provide an updated Project Schedule, illustrating the progress that has been made and specifically whether the Work is on schedule or behind schedule and actions being taken to correct the deviation from the Project Schedule. The monthly progress report shall also set forth Design-Builder's projected progress for the upcoming month.

- L. Request for Clarifications or Information – Design-Builder shall submit all RFI's to the Engineer in writing. Oral communications shall not be binding on City. RFI's shall be in a format acceptable to the Engineer, and, at a minimum, shall contain: the Project name, RFP number and task order number; the request date; the desired response date; a unique numeric request identifier; a title; a reference to the pertinent part of the Scope of Work Agreement or Bridging Documents, Design-Build special provisions, or other specific part of the Contract Documents; CPM activity number affected; the written request; Design-Builder's proposed solution, if appropriate; attachments, if any; and the name, telephone number, e-mail address, and title of the request initiator.
- M. Substitutions – Prior to receipt of the final design, City will consider written substitution requests from Design-Builder for substitution of products or manufacturers, and construction methods (if specified). After City receives the final design, substitution requests will be considered only in the case of unavailability of a product or other conditions beyond control of Design-Builder.
1. Design-Builder shall have the full burden of demonstrating that the proposed substitution is equal to the specified manufacturer, product, or construction method. By the act of submitting a substitution request, Design-Builder warrants that:
 - a. Design-Builder has investigated the proposed substitution and has determined that it is equal to or superior in all respects to the specified manufacturer, product, or construction method.
 - b. Design-Builder will provide the same or better guarantees or warranties for the proposed substitution as for the specified manufacturer, product, or construction method.
 - c. Design-Builder waives all claims for additional costs or extensions of time related to the proposed substitution that subsequently may become apparent.
 2. City will not accept a proposed substitution if any one of the following applies:
 - a. Acceptance will require changes in the design concept or a substantial revision of the Contract Documents.
 - b. Acceptance will cause unacceptable delays to the completion of Design-Builder's Work or Services or the work or services of other City contractors.
 - c. Design-Builder does not specifically identify a substitution that appears on a Shop Drawing and/or does not submit a formal substitution request.
 3. City shall determine in its sole discretion whether the proposed substitute is equal to the specified manufacturer, product, or construction method. If City determines that a proposed substitute is not equal to that specified, Design-Builder shall provide the specified manufacturer, product, or construction method at no additional cost to City or delay to the Project.
 4. City will consider only one substitution request for each product.

5. Design-Builder shall submit a separate approved Shop Drawing for any proposed substitution that is accepted by City. City's acceptance of a substitution does not relieve Design-Builder from the requirements for submission of Shop Drawings.

N. Design Criteria and Procedure for Review of Design materials

1. General – The design criteria presented herein shall apply to the design construction of the site development as outlined in the Bridging Documents.
 - a. The project shall be designed and constructed to provide a minimum service life for 40 years.
2. Design Responsibilities – Design-Builder shall provide all Services for the Project.

The Services shall include preparing the 60%, 100% and Final Design plans for the Project final design, including all necessary design and/or Construction Documents. The services shall also include those required during construction, startup assistance, and closeout. The services shall be performed in accordance with all applicable laws and City policies.

- a. Design-Builder shall provide complete design for all elements of the Project (as applicable) such as: electrical, mechanical, structural civil, geotechnical, environmental and specialty consulting areas. Design-Builder shall evaluate alternative construction approaches to ensure economical designs which optimize constructability yet meet all requirements of this contract, including all applicable laws and applicable architectural concepts, and conceptual designs.
- b. Design-Builder shall incorporate the requirements of permitting agencies in the course of project design. Design-Builder shall apply for and secure all permits and provide all necessary reports, studies, and support required to obtain the permits. Permit and utility fees, if any, will be paid by City.
- c. Design-Builder shall research and comply with all air pollution control district and noise abatement requirements associated with the construction of the project along with any hazardous materials management requirements of NFPA, Cal-OSHA, and the City Fire Department. Design-Builder shall develop an air pollution control plan, a noise abatement plan, and a hazardous materials management plan, if required. If required, Design-Builder shall incorporate appropriate facilities into the design.
- d. The Design-Builder shall provide the geotechnical investigations and potholing that are necessary for final design with a minimum of soil boring on the four corners of all proposed equipment slabs and pot holing where any conduit or pipe cross other sewer lines or site utilities shown on the drawings available.

3. Surveying – Design-Builder understands and agrees that any survey information provided by City is preliminary in nature and may not have sufficient accuracy or scope to support Final Design.
 - a. The City will perform final confirmation survey work in accordance with City standard.
 - b. Survey data is provided by City to Design-Builder in the Bridging Document.
 - c. Design-Builder shall immediately notify the Engineer of any problems or discrepancies encountered by Design-Builder in reviewing the City-provided survey data such as conflicts between this data and actual project conditions.
 - d. If the scope of the Project is changed in accordance with this Contract, and if in the opinion of City and Design-Builder reasonably determines that the change in scope will require additional surveying work, Design-Builder will perform the surveying work.
 - e. Specialty construction survey will be performed by City Forces with prior arrangement. Design-Builder shall coordinate with Resident Engineer.
4. As-built information - Design-Builder shall obtain and review record drawings and as-built information required. For access to as-built information, see Attachment A - Exhibit 6A – Partial Relevant Site Drawings – City Provided Information.
5. Easements and Acquisitions – City has completed the process of obtaining rights to the land for the installation of the two SPS 1 Backup Generators and their diesel fuel storage tanks from the Navy.
6. Permit Responsibility - Design-Builder shall identify all permits required for the Project as well as all requirements for those permits. All construction and startup related permits shall be applied for and acquired by Design-Builder, except San Diego Air Pollution Control District (APCD) permit, California Environmental Quality Act (CEQA) approval and California Coastal Commission approval. The permit fees shall be paid by City. Design-Builder shall identify all permitting agencies and authorities having jurisdiction. Design-Builder shall prepare permit applications and submit the applications to the Engineer for review. Design-Builder shall provide technical services as required by the permitting agencies during permit acquisition. The Design-Builder's design and construction shall comply with all permit requirements and the final environmental documents at no additional cost to the City.
7. Owner/Governmental Approvals - The Design-Builder shall obtain all City and other jurisdictional agency approvals as required by this Scope of Work and to implement the design and construction of the project.
8. Geotechnical investigation. Design-Builder shall perform geotechnical investigations at each site and take soil core samples at each corner of each proposed equipment and slab. Design Builder shall review any available geotechnical reports and provide the additional investigations and testing

required to design and constructs the Project in accordance with the Contract requirements.

9. Potholing - Design-Builder shall have full responsibility for assessing, reviewing and verifying existing utility information and data. Design-Builder shall excavate sufficient potholes to verify locations and elevations at all known utility crossings connection relocations, and where the proposed project could interfere with existing underground utilities or structures as determined by the Design-Builder or the City. These potholes may be made using small diameter vacuum-type equipment, if appropriate. Design-Builder shall immediately notify City of any damage caused to the pipe during potholing activities.
 - a. Design-Builder shall provide all services related to the excavation and backfilling of potholes. Pothole excavations shall be in compliance with CAL-OSHA and City safety requirements, and any excavations left open shall be covered with steel plates.
 - b. Design-Builder shall restore and clean-up all work sites.
 - c. All utility excavations shall be tied to the horizontal and vertical control information. Design-Builder shall provide City with a summary which shall include:
 - d. Utility.
 - 1) Conduit quantity, type, and size.
 - 2) Depth to top of conduit.
 - 3) Horizontal coordinates (NAD 83).
 - 4) Surface elevation (M.S.L).
 - 5) Top elevation of conduit.
 - e. At the completion of examining each pothole, Design-Builder shall:
 - 1) Replace the pipe bedding which was removed. Tamp and compact to provide suitable support for the pipe.
 - 2) Backfill and cover the pipe with native soil.
 - 3) For those pothole excavations located in the roadway, provide a six to eight inch concrete cap over the pipe.
 - 4) Repair the surface disturbed by the pothole excavation.
 - f. Design-Builder shall provide construction staging, noise and dust control, and traffic control as required during excavation for potholing to minimize impacts on local neighborhoods.

- g. Design-Builder shall restore to their in-kind condition, as determined by City, all streets, surfaces and other improvements damaged as a result of Design-Builder's activities.
 - h. Design-Builder shall submit potholing information to the Engineer for review.
- 10. Review of Contract Documents and Field Conditions - Design-Builder shall conduct field investigations, including potholing of underground facilities, take field measurements, and verify field conditions. Design-Builder shall carefully compare such field conditions and other information known to Design-Builder with the Contract Documents before commencing Work and/or Services. Design-Builder is solely responsible for investigation and discovery of all field conditions notwithstanding any information provided by City in the Contract Documents or otherwise. City has made an effort to eliminate errors, omissions, and inconsistencies in the Contract Documents. Design-Builder, however, shall bring to City's attention for clarification any errors, omissions, or inconsistencies prior to submission of Design-Builder's Proposal. Otherwise, Design-Builder shall take responsibility for any costs or delays associated with such error, omission, or inconsistency.
- 11. Local Conditions – Design-Builder warrants that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions that are applicable to the Work, including but not limited to:
 - a. Conditions bearing on lifting and setting, transportation, disposal, handling, and storage of materials and equipment;
 - b. The availability of labor, materials, water, power, and roads;
 - c. Weather conditions;
 - d. Physical conditions at the project sites
 - e. The surface and as required subsurface conditions of the ground;
 - f. The character of equipment and facilities needed prior to and during the performance of the Work.
- 12. Access to the Work – Design-Builder shall provide City and its suppliers with access to the Project Site and provide coordination and time for City.
- 13. Supervision – Design-Builder shall supervise and direct the Work in accordance with accepted standards of professional skill and attention. Design-Builder shall be solely responsible for and have control over design and construction means, methods, techniques, sequences, and procedures. Design-Builder shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by tests, inspections, acceptances, or approvals required or performed by persons other than Design-Builder. Design-Builder shall employ a competent superintendent and a necessary assistant who shall be present at the Project Site at all times that Work is

being performed. The superintendent shall represent Design-Builder, and communications given to the superintendent shall be as binding as if given to Design-Builder.

14. Authorization To Proceed – Following each design review, Design-Builder shall meet with the Engineer to:
 - a. Discuss the comments and responses, and to resolve all open issues and disagreements;
 - b. Confirm the next level of design development; and
 - c. Once permits are obtained and the final submittal is approved by the City, obtain written authorization to proceed with construction with CNTP

15. Design Submittals – Design-Builder shall include design calculations when requested by the City, and shall provide catalog, data sheet, specifications, and other similar documents as required with each design submittal or as necessary for the City to review, comment or approve a design submittal. With Design-Builder's final signed and stamped drawings and required calculations, if required, the Design-Builder shall provide catalog cuts and manufacturer's data. With City approval detailed catalog cuts and samples may take the place of material specifications. Controls and electronic communication drawing and systems shall comply with City standards. Controls shall meet the Public Utilities Department specification and requirements

16. Shop Drawings and Samples.
 - a. Shop drawings of all points of connections and pipe conduit wire and control terminations shall be approved by the City. Equipment cut sheets for all equipment shall be approved by the City prior to purchase. Design-Builder, as the engineer of record, shall review and approve Shop Drawings and Samples prior to procurement.

 - b. Submittal Format for Shop Drawings:
 - 1) For Shop Drawings presented on sheets larger than 11 by 17 inches, Design-Builder shall include on each drawing the drawing title, number, date, and revision numbers and dates.

 - 2) For Shop Drawings presented on sheets 11 by 17 inches or less, Design-Builder shall conform to the format and quantity requirements for product data, and present the Shop Drawings as a part of the bound volume for the submittals required by this Section.

 - 3) Except for diagrams and schematic drawings, Design-Builder shall prepare dimensioned drawings to scale. Design-Builder shall identify materials and products for work shown.

- 4) Design-Builder's Shop Drawings shall not be less than 8½ by 11 inches nor more than 30 by 42 inches.
 - 5) Design-Builder shall submit detailed drawings and descriptions of proposed deviations from details or component arrangement indicated on the Shop Drawings.
 - 6) Design-Builder shall provide finished drawings for City review indicating proposed installation of Work, materials, and equipment being furnished.
 - 7) City will not accept Shop Drawings that are either:
 - i. Copies of plants; or
 - ii. Materials or equipment identified solely by catalog numbers.
 - 8) To enable City's acceptance, Design-Builder shall ensure that the data shown on Shop Drawings is complete with respect to dimensions, design criteria, material of construction, and other detail. Incomplete submittals will be rejected.
 - 9) Control loop drawings and controls data and wire tagging systems shall comply with the City of San Diego Public Utilities Department's Clean Water Program Guidelines.
- c. Submittal Format for Product Data and to Purchase Long Lead Items:
- 1) Design-Builder shall present product data submittals for each specification section as a complete, bound volume, including a table of contents that lists page and catalog item numbers for product data.
 - 2) Design-Builder shall clearly indicate each product that is being proposed for use by inserting a stamped arrow, cloud, or other prominent notation that identifies the pertinent specification section and paragraph numbers. City will reject product data submittals that are not clearly marked.
 - 3) If product data satisfying submittal requirements does not exist, Design-Builder shall create and submit to City the required product data, including a notation that the product data was created specifically for the Project.
 - 4) Design-Builder shall furnish to City catalog data that describes in detail the products being furnished and enables the Engineer to determine that the products submitted conform to the requirements of the Contract Documents.

- 5) If more than one style, size, capacity, etc. of a product appears on a sheet, Design-Builder shall clearly indicate exactly which product type is being submitted for approval. City will reject any submittal that fails to conform to this requirement.
 - 6) Design-Builder shall ensure that the catalog data identifies the manufacturer of the product.
- d. Submittal Format for Samples: Design-Builder shall label or tag each sample, identifying the specification Section number, manufacturer's name, address, brand name, product identification number, and intended use in the Work.
 - e. Design-Builder shall submit Shop Drawings, equipment cut sheets and Samples during the design process beginning at the 60% Design level. Design-Builder shall request such early submittal and approval to purchase long lead items by submitting a RFI. Design-Builder shall conform to all other requirements and procedures regarding Shop Drawings and Samples. Final connection shop drawing will be submitted once all information is available but not less than 30 days before the connection is to be made.
17. Design Development – Design-Builder shall design the Project in compliance with all applicable laws, City and other local, state, and federal standards, and applicable industry standards and codes, including but not limited to those specifically set forth in the Contract Documents, City noise and air pollution emissions regulations, applicable hazardous material handling and disposal regulations, the City's policies, and all other reference specifications approved by City at the time of Award.
- a. Design-Builder shall prepare and submit design packages for review and acceptance by City in accordance with City's guidelines and the Project Schedule. Design-Builder's use of City's guidelines and OSE&M shall not reduce, change, mitigate, or absolve Design-Builder's responsibility for the Project design in any way. Design-Builder's acts of stamping and signing the drawings, specifications, calculations, or other final design documents shall mean that Design-Builder understands, accepts, and approves all measures contained in or implied by City's guidelines.
 - b. Design-Builder shall use the Scope of Work and the Bridging Documents as the starting point for Project design. The final design shall be based on the concepts in these documents. Design-Builder shall review the Scope of Work and the Bridging Documents and verify the data and recommendations (i.e., proposed alignments and conceptual plans) prior to including them in the Project design. Design-Builder shall perform the engineering tasks necessary to refine and optimize the Project, including but not limited to reevaluation and necessary modification of questionable/pending proposed conceptual designs contained in the Scope of Work and the Bridging Documents.

- c. Design-Builder shall submit the final design documents to the Engineer. In addition to the deliverables specified, the final design documents shall also include but not be limited to:
- 1) Design-Builder shall present product data submittals for each specification section as a complete, bound volume, including a table of contents, catalog, product data may be substituted for specifications, and shall be bound and identified separately.
 - 2) Design-Builder shall clearly indicate each product that is being proposed for use by inserting a stamped arrow, cloud, or other prominent notation that identifies the pertinent specification section and paragraph numbers, if applicable. City will reject product data submittals that are not clearly marked.
 - 3) If product data satisfying submittal requirements does not exist, Design-Builder shall create and submit to City the required product data, including a notation that the product data was created specifically for the Project.
 - 4) Design-Builder shall furnish to City catalog data that describes in detail the products being furnished and enables the Engineer to determine that the products submitted conform to the requirements of the Contract Documents and the project's requirements
 - 5) If more than one style, size, capacity, etc. of a product appears on a sheet, Design-Builder shall clearly indicate exactly which product type is being submitted for approval. City will reject any submittal that fails to conform with this requirement.
 - 6) Design-Builder shall ensure that the catalog data identifies the manufacturer of the product.
- d. Submittal Format for Samples: Design-Builder shall label or tag each sample, identifying the specification section number, manufacturer's name, address, brand name, product identification number, and intended use in the Work.
- e. Design-Builder shall submit Shop Drawings; equipment cut sheets and Samples during the design process beginning at the 60% Design level. Design-Builder shall request such early submittal and approval to purchase long lead items by submitting a RFI. Design-Builder shall conform to all other requirements and procedures regarding Shop Drawings and Samples. Final connection shop drawing shall be submitted once all information is available but not less than 30 days before the connection is to be made.

18. Design Submittals.

- a. General: Design-Builder shall ensure that all design submittals conform to the requirements described in this section. City will reject any submittal that fails to meet the requirements described in this Scope and elsewhere in the Contract. City shall not grant a schedule adjustment for Design-Builder's failure to meet these requirements. In each submittal Design-Builder shall identify any variances from the Contract Documents. City may reject any design submittal for Design-Builder's failure to identify variances, regardless of the timing of the discovery of the failure. Design-Builder shall respond in writing to all City comments on each design submittal within five (5) calendar days of the date of transmittal of the comments. Design-Builder shall submit a completed QA/QC checklist at each design submittal.
- b. 60% Design Submittal - The 60% design submittal shall include but not be limited to:
 - 1) Designs for construction of new facilities with OSE&M and for demolition of existing facilities.
 - 2) Incorporation of the information contained in the Scope of Work and the Bridging Documents.
 - 3) Reviewed preliminary calculations.
 - 4) Drawings that shall include at a minimum:
 - i. Title sheet with general notes, vicinity map, key map, and legend.
 - ii. Preliminary list of construction drawings on cover sheet.
 - iii. Locations of existing public and private utilities within the Project area on plan and profile.
 - iv. Preliminary Site plan including construction staging areas (if applicable)
 - v. Other drawings, as applicable to show information from pre-design drawings.
 - vi. List of special conduits, if any.
 - vii. Drawings shall show all existing topographic and utility information and the horizontal alignment of proposed pipeline improvements with sizes.
 - 5) Geotechnical Report.

- 6) Specification and table of contents prepared in GREEN BOOK -and CSI (excluding part I) format.
- 7) Drawings that shall include at a minimum:
 - i. Identification of all standard details.
 - ii. A complete list of construction drawings on cover sheet.
 - iii. Location and details of all points of connection and terminations points with any existing City facility or utility and OSE&M.
 - iv. A complete site plan including construction lay down areas, site grading, and erosion control.
 - v. Other drawings such as paving, equipment layout and equipment pads, electrical, diesel fuel tanks and system, site lighting, structural, fencing, storm drainage, landscaping, retaining walls, piping and site signs, Instrumentation and Controls (I&C) shall comply with City's Clean Water Program Guidelines.
 - vi. Erosion control plan, storm water pollution prevention BMP's, and landscaping plan.
 - vii. List of special conditions, if any.
 - viii. A complete draft of specifications section in GREENBOOK and CSI (excluding part I) format including:
 - aa. Table of contents
 - bb. The Design-Build Special Provisions.
 - cc. Drafts of edited applicable (ROWDD) guide specification sections to fit the requirements of the Project.
 - dd. Drafts of Design-Builder developed specification sections.
- c. 100% Design Submittal - The 100% design submittal shall include but not be limited to:
 - 1) Designs for construction of new facilities, refurbishment, and demolition of existing facilities.

- 2) Updated and incorporated information and comments from the 60% design submittal.
 - 3) Updates to geotechnical report, if any.
 - 4) Permit applications as necessary.
 - 5) Completed specifications in GREEN BOOK, CSI formats or as approved by the City.
 - 6) Drawings in all disciplines
 - 7) All necessary documents and site easement documentation.
 - 8) I&C Tag Numbers and Loop Diagrams in compliance with the City's Clean Water Program Guidelines
- d. Final Design Submittal – Design-Builder shall submit a pre-Final Design to the Engineer, which shall include but not be limited to:
- 1) Updated and incorporated information and comments from the 100% design submittal.
 - 2) Comments from permitting agencies, including a log of comments and responses.
 - 3) A current written list of permits including environmental permits, identifying all permitting agencies and authorities having jurisdiction, status, and copies of permit approvals.
 - 4) City will review the Pre-Final Design and return comments to the Design-Builder. Design-Builder shall, within fourteen (14) Calendar Days of receipt of City's comments, submit a final (100%) design to the Engineer, which shall include but not be limited to:
 - i. Updated and incorporated comments from the Pre-Final Design Submittal.
 - ii. Final drawings and calculations must be stamped and signed by a professional engineer. Also, the City requires the original wet-signed mylars be held in City files as legal records of the project.
 - 5) Final design drawings for construction of new facilities, and refurbishment and demolition of existing facilities.
- e. Design Submittal Deliverables:
- 1) Design-Builder shall deliver the 60% and 100% and Pre Final Designs to the Engineer in the form of fourteen (14)

20. Quality Assurance and Control - Design-Builder shall be completely and solely responsible for Project quality assurance and quality control. The minimum acceptable quality assurance and quality control plan is described in the Quality Assurance/Quality Control Plan Guidelines, attached hereto and incorporated herein as Attachment A, Section P – Quality Assurance / Quality Control Guidelines. The Design Builder shall provide the name of the person who will be responsible for their design submittal QA/QC.
 - a. Design QA/QC - Design-Builder shall be completely and solely responsible for Project quality assurance and quality control [QA/QC] during design.
 - b. Construction QA/QC - Design-Builder shall be completely and solely responsible for Project QA/QC during construction.

O. Quality Assurance / Quality Control Guidelines

SECTION I — GENERAL

1. Design-Builder shall be completely and solely responsible for Project quality assurance and quality control, both during design and during construction. This Attachment outlines the minimum requirements for an acceptable quality assurance and quality control plan [QA/QC Plan]. The cost for Design-Builder's QA/QC Plan and its implementation shall be included in Design-Builder's bid.
2. Design-Builder shall assign a QA/QC supervisor to ensure that all Work is performed in accordance with the Contract Documents, plans, specifications, manufacturers' instructions, applicable laws, acceptable industry standards, and to coordinate the design and plans with the owner supplied equipment. The Design Builder shall provide the City with the name of their designated design back check person who will be responsible for back check submittals complying with City requirements and previously resolved comments.
3. The Engineer will monitor Design-Builder's Work and Services and provide independent reviews as set forth in the Contract Documents. If City's review or inspection uncovers Work or Services that do not conform to the Contract Documents or applicable laws, City may reject that Work and/or Services and Design-Builder shall replace or correct any deficiency at no additional cost to City.
4. Builder quality assurance and control has advanced from checking deliverables to multiple reviews, evaluations, inspections, and tests, concurrent with the City reviews, oversight inspections, witnessing of tests, and similar quality assurance activities. Ultimately, Design-Builder shall If Design-Builder detects any impending deviations from the Scope, Project Schedule, or Project budget, Design-Builder shall take appropriate action to correct such deviations or to obtain written approval from the Engineer if deviations cannot be avoided.

SECTION II— QA/QC DURING CONSTRUCTION

1. General:
 - a. Design-Builder shall ensure that all Work meets the quality required by the Contract Documents and shall perform the QA/QC efforts necessary to ensure those requirements are met. City's inspection of any Work will not relieve Design-Builder of the primary responsibility for quality assurance and quality control.
 - b. Design-Builder shall take the following measures to ensure that the Work is completed in accordance with the Contract Documents:
 - i. Certification by the designer that the submittals, materials, equipment, and Work all conform to the accepted design.
 - ii. Certification by the vendors and suppliers that the products supplied conform to the Contract Documents, where applicable.
 - iii. Required photos and videos of the Work certified by the designer.
 - iv. Any other measure designed to ensure that the Work is completed in accordance with the Contract Documents.
 - v. Confirmation of the configuration, site, and dimensions of the owner supplied equipment.
 - c. Specific QA/QC requirements for the Work are set forth throughout the Contract Documents. The requirements of this Section are primarily related to performance of the Work beyond the furnishing of manufactured products Design-Builder agrees that the term "Quality Control" as used herein includes inspection, sampling and testing, and associated requirements.
2. Sampling and Testing
 - a. Unless specifically provided otherwise in the Contract Documents, Design-Builder shall conduct all sampling and testing in accordance with the methods prescribed in the current standards of the American Society of Testing and Materials (ASTM), as applicable to the class and nature of the material, product, or equipment being considered. However, City may accept any other generally-accepted system of sampling and testing that will ensure that the quality of the material, product, or equipment complies with the requirements of the Contract Documents. Design-Builder shall obtain a Change Order from the Engineer prior to using any other generally-accepted system of sampling and testing.
 - b. Any waiver by City of any specific testing or other measures shall not be binding on City except when formalized by a fully executed Change Order, regardless of whether the waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other QA/QC requirements as originally specified, and of whether the guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial work.

- c. City may inspect and make independent investigations and tests of the Work. Design-Builder agrees that if any portion of the Work fails to meet any of the requirements of the Contract Documents, City shall require Design-Builder to remove, correct, or reconstruct the Work in accordance with the Contract Documents.
3. Inspection and Testing Laboratory Service:
- a. City may require that Work located in the City right-of-way be tested by City's testing laboratory. Design-Builder shall coordinate with the Engineer to cause such tests to be performed.
 - b. Inspections, testing, and other services that are to be performed by City, whether specified in the Contract Documents or required by the Engineer, will be performed by City's testing laboratory. The cost of these services will be paid for by City.
 - c. City's testing laboratory will submit reports in duplicate to the Engineer. The reports will document observations, results of tests, and compliance or noncompliance with the Contract Documents.
 - c. Design-Builder shall cooperate with the Engineer and City's Testing Laboratory by furnishing samples of materials, concrete design mix, equipment, tools, and storage, and by providing other assistance as requested by City.
 - d. Design-Builder shall notify the Engineer 48 hours prior to commencement of Work requiring inspection and laboratory testing services.
 - e. The Engineer will direct that any retesting required because of nonconformance to the Contract Documents be performed by the laboratory that performed the original test. Design-Builder shall bear all costs from any such retesting at no additional cost to City.
 - f. Design-Builder shall be responsible for all tests required by the specifications or referenced codes and standards, unless specifically noted otherwise in the Contract Documents.
4. Special Inspection
- a. The Engineer will provide for all special inspections at the Project Site that are required by Section 1701 of the California Building Code. City will pay the cost of these inspections only if performed during normal Work hours. Design-Builder shall pay the cost for these inspections if they are performed outside normal Work hours, at no additional cost to City.
 - b. Design-Builder shall provide all other special inspections required by the California Building Code as currently adopted by City, including all inspections performed off the Project Site. Design-Builder shall pay the cost of such inspections, and shall include the cost in DB's Bid.

5. Installation:

- a. Inspection: Design-Builder shall inspect and test OSE&M prior to its use. The Design-Builder provided materials and/or equipment shall be inspected upon their arrival at the Project Site and immediately prior to installation. Design-Builder shall reject damaged and defective materials and/or equipment. Design-Builder's inspection shall include:
 - i) A review of the Contract requirements;
 - ii) Verification that all materials and/or equipment have been tested, submitted, and approved;
 - iii) Examination of the Work area to ascertain that all preliminary Work has been completed;
 - iv) A physical examination of materials and/or equipment to ensure that they conform to Design-Builder approved and City-accepted Shop Drawings or other submittal data;
 - v) Instruction as necessary to ensure that Design-Builder's workers understand the requirements of the Contract as they pertain to the materials and/or equipment;
 - vi) An examination of the quality of workmanship; and
 - vii) A review of control testing for compliance with the Contract requirements.
- b. Measurements: Design-Builder shall verify measurements and dimensions of the Work as an integral step of starting each installation. Design-Builder shall be solely responsible for proper fit up and connection of components.
- c. Special Procedures: Design-Builder shall provide methods and facilities to ensure conformance with requirements for special process specifications such as nondestructive testing of materials. Design-Builder shall maintain certifications for personnel, procedures, and equipment as necessary to meet the requirements of the Contract Documents and all Applicable laws.
- d. Manufacturer's Instructions: Design-Builder shall comply with applicable manufacturer's instructions and recommendations for installation, including for owner purchased equipment, if those instructions and recommendations are more explicit and/or more stringent than the requirements of the Contract Documents.
- e. Storage and care: If not immediately installed, Design-Builder shall store and care for all materials and/or equipment delivered to the Project Site according to the manufacturer's recommendations.

6. Manufacturer's Filed Installation Services and Reports:
 - a. When required by the specifications, Design-Builder shall cause material or product suppliers or manufacturers to provide qualified personnel to:
 - i. Observe and evaluate: i) Project conditions; ii) conditions of surfaces and installation; iii) quality of workmanship; iv) start-up of equipment; and v) testing, adjusting and balancing of equipment.
 - ii. Provide instructions when necessary.
 - b. Design-Builder shall report in writing to the Engineer any observations and Project Site decisions or instructions given to Design-Builder by a material or product supplier or manufacturer's personnel that are supplemental or contrary to the written instructions of the material or product supplier or manufacturer.
 - c. Within ten (10) Working Days of each field visit, Design-Builder shall submit in duplicate to the Engineer for review and acceptance final reports from a material or product supplier or manufacturer's personnel. If the duration of the field visit is greater than one (1) week, Design-Builder shall submit weekly reports. Each final report shall certify that equipment or system has been satisfactorily installed and is functioning correctly.

7. Sample City QA/QC Checklists:

Sample City Checklists are available for review and use from the Engineer.

P. Project Meetings:

1. Progress Meeting – Design Phase - Design-Builder shall schedule and hold regular progress meetings at least monthly and at other times as required by the Engineer. Prior to a progress meeting, Design-Builder shall submit its progress meeting format to the Engineer for review and acceptance. Design-Builder shall also submit to the Engineer for review and acceptance:
 - i) A meeting agenda prior to each meeting; and
 - ii) Minutes of each meeting prior to the next meeting. Design-Builder shall ensure that its key personnel attend the progress meetings.
2. Progress Meetings – Construction Phase – Design-Builder shall schedule and hold regular weekly progress meetings and at times as requested by the Engineer. Design-Builder shall report in writing to the Engineer the previous week's progress and the plans for the upcoming three weeks. Twenty-four hours prior to each progress meeting, Design-Builder shall provide to the Engineer a two-week window (look-ahead) schedule showing activities from the accepted Project Schedule that are to take place during this period, activities started but not yet completed, and activities which have begun out of sequence. Prior to a progress meeting, Design-Builder shall submit its progress meeting format to the Engineer for review and acceptance. Design-Builder shall also submit to the Engineer for review and acceptance:
 - i) A meeting agenda prior to each meeting; and

- ii) Minutes of each meeting prior to the next meeting. Design-Builder shall ensure that its key personnel attend the progress meetings. In addition, Design-Builder may, at its discretion, request attendance by representatives of its suppliers, vendors, manufacturers, and other subcontractors.

3. Notifications:

Design-Builder will give at least a two (2) week notification for access to the sites to make any point of connection, and any electrical or system shutdown.

Q. Record Documents – In a safe place at the Project Site, Design-Builder shall maintain one complete set of the Contract Documents, including any Addenda, Change Orders, and Field Orders, and Construction Documents, in good order and marked to record changes and selections made during the design Services and Work phases of the Project [Record Documents]. The Record Documents shall be red-marked showing as-built conditions, including but not limited to accepted changes, and shall be made available to City for reference. The red-marked documents shall be available to the City during progress meetings. All Record Documents shall be provided to City upon completion of the Work and Services and shall be a condition of Final Payment.

1. The Record Documents shall be kept up-to-date at all times. Design-Builder shall be required to review with City the status of Record Documents including As-Built in connection with City's evaluation of each progress payment request. Design-Builder's failure to maintain current Record Documents shall be just cause for City to withhold payments for the undocumented Work.
2. Design-Builder shall compile and review information from the final Record Drawings, RFIs, Shop Drawing submittals, design clarifications, Change Orders, Field Orders, and the preliminary and final Project Site Walk-through inspections, and shall prepare a set of As-Built. The As-Built shall show the location of existing or embedded pipelines, electrical, communication and instrumentation conduits, utilities, and so forth, not readily discernible from the surface, and shall indicate actual depths, elevations, and invert elevations.
3. Prior to Final Completion, Design-Builder shall prepare and submit one complete set of full sized (24-inch x 36-inch) original mylar final As-Built Drawing CADD plots prepared in the V8 version of Bentley MicroStation Version SE CADD software in accordance with the City's CADD Standard/Guideline. Each CADD mylar drawing sheet shall be wet stamped and signed by qualified responsible engineers registered in the State of California, and shall be stamped and wet signed by the architect/engineer of record, as required by law. Other applicable portions of the drawing title blocks shall also be signed by Design-Builder. Drawing mylar shall be 3 mils minimum thickness.

4. Prior to Final Completion, Design-Builder shall also submit:
 - a. Five (5) complete full-sized sets of blueprint or Xerox copies of the final As-Built's.
 - b. Two (2) complete electronic file sets of the final As-Built's on CDs (typical) prepared in the V8 version of the Bentley MicroStation Version SE CADD software in accordance with City's CADD Guideline.

R. Record Keeping – Design-Builder shall maintain in a safe place at the Project Site a copy of field documents (field test records, correspondence, daily reports, and written interpretations and certifications) [Field Documents], Shop Drawings, Product Data, and Samples in good order. Field Documents, Shop Drawings, Product Data, Samples, and similar submittals are not part of the Contract Documents. The purpose of these documents is to demonstrate construction conformance to the Contract Documents, and the City shall have the right to inspect, audit, review, and copy these documents at any reasonable time.

1. Design-Builder shall not have the authority to approve a Sample or other submittal that is not in strict conformance with the Contract Documents or the accepted final design, unless City has accepted the substitute. No Work requiring a submittal or sample submission shall commence until the submission has been approved by the Design-Builder. A copy of each approved submittal and each approved sample shall be kept in order by Design-Builder at the Project Site.
2. Design-Builder shall list and schedule submittals to be made and upon approval of each submittal transmit to City, within seven (7) Calendar Days, two (2) copies of same. Failure to deliver the copies of approved submittals may result in withholding of progress payments.
3. Design-Builder shall not be relieved of responsibility for any deviations from the requirements of the Contract Documents by City's acceptance of Shop Drawings, Product Data, Samples, or similar submittals unless Design-Builder has specifically informed City of such deviation at the time of the submittal and City has accepted the specific deviation in writing. Design-Builder shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by City's acceptance thereof. At the time of each submission, Design-Builder shall, in writing, specifically identify deviations that the submittals or Samples may have from the requirements of the Contract Documents.

S. Required Test/Material Certificates. Design-Builder shall ensure that all tests are performed in accordance with the methods prescribed in the most current applicable national standard as may be required by law and as prescribed in the Contract Documents. Materials or Work in place that fails to pass acceptability tests shall be retested, at the direction of City and at Design-Builder's sole expense. Design-Builder shall submit all test certificates to City in a timely manner.

3. **Reference Standards:**

- 3.1. 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
CSI Standard Specifications for Public Utilities in addition to “The GREENBOOK” http://www.sandiego.gov/mwwd/business/cwpspecs/index.shtml		
City Standard Drawings - Updates Approved For Use*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023

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

3.2. Controls and Communications

- a. See Section 13400 of the Public Utilities Department’s Clean Water Program Guidelines.

4. **Pre-Design and Bridging Documents:**

PRE-DESIGN & BRIDGING DOCUMENTS 1 (PDB)

Design and Installation of Seven Pre-purchased Backup Generators at Sewer Pump Stations, a Wastewater Treatment Plant and Replace One Backup Generator at a Laboratory. Project's Site Development Work (Work) will consist of earth work, including removal of existing asphalt and concrete pad to provide new concrete foundation, seismic anchoring, medium and low voltage electrical, controls, diesel fuel systems, inspection and testing of Owner Supplied Equipment and Materials (ESO&M) for the installation of seven pre-purchased 2000kW Caterpillar XQ2000 backup generators at five locations. These sites include, Sewer Pump Station 1 (2 generators with 2 transformers), Sewer Pump Station 64 (2 generators with 2 transformers) and North City Water Reclamation Plant (1 generator with 1 transformer), Sewer Pump Station 65 (1 generator) and Penasquitos Pump Station (1generator).

The work will also include the replacement of a 200 kW natural gas generator at the Environmental Monitoring and Technical Services Laboratory (EMTS Lab) with a Design-Builder supplied 500kW diesel generator, diesel storage tank sized for 3 days fuel storage at 70% generator load and transfer switch(s).

Throughout this scope of work, various abbreviations, terms and acronyms may be used. Abbreviations and acronyms are listed in Table A.1.

Table A.1

ABBREVIATIONS, TERMS AND ACRONYMS

ASTM	American Society for Testing and Materials
Btu/hr	British thermal units per hour
CAL-EPA	State of California Environmental Protection Agency
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CITY	City of San Diego
CNTP	Construction Notice to Proceed Design Builder Company contracted to the City of San Diego to provide design build services for the Project site work
COMNET	Wastewater Operations Network
County Health	San Diego County Department of Environmental Health Services
CWP	Clean Water Program for Greater San Diego
CWP Guidelines	Guidelines prepared by the City of San Diego for Design and Construction

DBA	Decibels Absolute
DCS	Distributed Control System
DHCS	State of California Department of Health Care Services
DSD	City of San Diego's Development Services Department
ED	Environmental Documentation
EMTS	Environmental Monitoring and Technical Services
EMTS Lab	EMTS Laboratory
ESD	Environmental Services Department
MGD	Million gallons per day
NCWRP	North City Water Reclamation Plant
NEPA	National Environmental Policy Act
NTP	Notice To Proceed
OSE&M	Owner Supplied Equipment and Materials
PBD	Pre-design and Bridging Documents
POC	Point of Connection (for on-site utilities)
PQPS	Penasquitos Pump Station
PUD	Public Utilities Department
RWQCB	Regional Water Quality Control Board
SDAPCD	San Diego Air Pollution Control District
SWRCB	State Water Resources Control Board
SCFH	Standard cubic feet per hour
SPS	Sewer Pump Station (1, 64, 65)
SPSs	SPS 1, 64, 65 and PQPS
SOW	Scope of Work and associated Bridging Document(s) and Attachments etc.

SECTION 1 PROJECT DESCRIPTION

1. DESIGN BUILDER'S GENERAL RESPONSIBILITIES

The Project Sites will be located at the following Six facilities throughout the City.

Sewer Pump Station 1 (SPS 1)
Sewer Pump Station 64 (SPS 64)
Sewer Pump Station 65 (SPS 65)
Penasquitos Pump Station (PQPS)
North City Water Reclamation Plant (NCWRP)
Environmental Monitoring and Technical Services (EMTS)

The Design-Builder is responsible for providing final installations at the SPSs and NCWRP as shown in the pre-design Drawing provided in Attachments A4 (b). Review Section 1.2 for more details and information on the EMTS Laboratory.

See Attachment A1 for their general locations and Attachment A2 for site related information including address, staff hours, and special conditions, Attachment A3 for owner supplied Purchase Equipment and Materials, Attachment A4 (a) for Existing Temporary Installations of OSE&M at SPS1, 64, 65, PQPS and NCWRP, and see Attachment A5 for set of relevant site drawings.

The Design Builder shall design, obtain permits, tests and construction for the required installations including earthwork, site utilities, controls, electrical, roads, electrical and mechanical piping, fencing, and equipment pads, diesel fuel storage tanks for three days storage as described in the Scope of Work. Upon request, the City will supply the Design Builder with any additional drawings pertaining to each site needed for the design and construction.

1.1. DESCRIPTION OF PROJECTS

At the SPSs and NCWRP, the Design-Builder will design, permit, relocate, and install the Owner Supplied Equipment and Materials listed in Attachment A3 with existing locations of the major equipment shown approximately in Attachment A4 (a) to their final installed locations shown in pre-design drawings provided in Attachment A4 (b), and as described in the Scope of Work (SOW)

At the EMTS Lab, the existing 200kW natural gas generator will be removed and a 500kW diesel generator will be installed with (4-Pole) transfer switch to supply the labs electrical loads and as described in the SOW. The Design-Builder is responsible for performing a load study and proposing a pre-design to be approved by the City for this installation. If 500kW is not adequate to supply the entire electrical load, the Design-Builder will suggest, by working with the Building Maintenance Staff, low priority loads to not be included on the generator.

1.2. INTERFACES WITH THE FACILITIES OPERATIONS

The wastewater and laboratory facilities are currently in operation. The Design Builder shall cooperate with each of the facility's staff and will avoid interruptions to facility's operations. Any outages will be scheduled at least two weeks in advance.

1.3. COORDINATION WITH OWNER SUPPLIED EQUIPMENT SUPPLIERS

Design Builder shall coordinate their design, through the City's engineering staff and with the OSE&M suppliers.

SECTION 2 CITY MANAGEMENT SUPPORT

2.0 INTRODUCTION

The Design Builder shall provide management and technical support to the City for the implementation of the Project by providing project support as required, and coordination with City Projects at each site.

Coordination with Special Conditions

The Design Builder will be required to coordinate design, and construction activities with operational activities that may be occur at each site and specifically.

- At SPS 1 the City operates a liquid waste hauler truck dumping site and truck lines waiting to dump frequently wrap around the building. When necessary, under special condition and with one week notice the City can minimize or eliminate the line for short periods of time (hours) to facilitate construction activities.
- At the NCWRP the North City Cogeneration Facility Expansion may still be under construction. Tours of the adjacent Advance Water Treatment Facility occur weekly.

2.1 SCHEDULE

For the purpose of contract requirements, the parties have established the following milestones for the Project.

The Design Builder shall provide for the City's review and approval a final schedule 10 calendar days after the Notice to Proceed (NTP).

- Notice to Proceed
- Submit Project Schedule
- Submit 60% Design SPSs and NCWRP, and EMTS Lab Pre-Design with load study
- 60% comments to contractor
- Lab generator submittals and City Submit APCD Application for Lab generator
- Submit 100% Project Design SPSs and NCWRP, and 60% Design for EMTS Lab
- City Comments
- Submit Final Project Design for Plan Check SPSs and NCWRP and 100% Design for EMTS Lab
- Construction Notice to Proceed SPSs and NCWRP
- Completion of Site Development and CNTP for EMTS Lab
- Set Equipment
- Testing Completed
- Complete Construction of Project

The Design Builder will be responsible for compliance with the schedules completion date.

SECTION 3 ENVIRONMENTAL DOCUMENTS

3.0. ENVIRONMENTAL DOCUMENTS

To comply with the City of San Diego requirement a site-specific Environmental Document (ED) has been prepared by the City and certified by City Council. See Attachment A6. The design, permitting, construction, relocating the equipment from temporary location to its permanent location and the site Development Design Builder Work will be the responsibility of the Design Builder to comply with the ED as written and interpreted by the City's PUD.

SECTION 4 INVESTIGATIONS AND DESIGN CRITERIA

4.1. FAA AND NAVY/MARINES AIRPORT REQUIREMENTS

The Design Builder shall be responsible for being cognizant of and complying with FAA restrictions that could impact the projects construction and design at the NCWRP. The NCWRP site is in MCAS Miramar Accident Potential Zone 1 as described in the San Diego Association of Governments Comprehensive Land Use Plan NAS Miramar, October 1990. In general this requires outdoor light to shine downward and to notify the Miramar Control tower when cranes are in use.

4.2. ENVIRONMENTAL COMPLIANCE

The Design Builder shall be responsible for complying with all federal, state, local environmental laws and requirements. This includes but is not limited to, Cal EPA, U.W. EPA, County of San Diego Hazardous Materials and San Diego Air Pollution Control District (SDAPCD) and the final CQUA Environmental Documents for each of the sites. Pump Station 65 and Penasquitos Pump Station have sensitive habitats, and the bird breeding season is from February 15 through September 15. The Environmental Document(s) are provided in Attachment A - Exhibit 7A.

4.3. UTILITY CONNECTIONS AND DESIGNS

4.3.1. Diesel Fuel and Diesel Fuel Tank Sizing

Diesel fuel is to be used to fuel the Generators.

The Design-Builder shall design, and construct external above ground diesel fuel storage tanks. The new tank shall have capacity for three (3) days diesel fuel storage at 70% load for single generator sites and three (3) days diesel fuel storage at 60% load for double generator sites. Each site shall have a single fuel storage tank. The Design-Builder shall also provide connecting piping and electrical conduits required for pumps to transfer fuel from the new external storage tank to the generator (existing units have 1,250 gallons) fuel storage day tank, design per codes and regulations. A flow indicator shall be installed to monitor the flow from the external storage tank to generator storage day tank. A tank fuel level monitoring alarm system shall be installed to monitor the external tank's fuel level with external alarms shall be connected to the site facility's control DCS system.

4.4. ELECTRICAL POWER, AUXILIARY POWER, CONTROLS AND SUPPLEMENTAL HEAT PUMP JACKET WATER HEATER

4.4.1. The Design Builder shall provide all ducting, conduit, cable, wire, fittings, breakers and any necessary modifications to and from the generators and their associated power transformer to the existing power centers for the proper equipment operation, communications and data transfer. Design shall include the auxiliary electrical power for the engine electrical resistant block heater, the battery charger unit, lighting controls, and other auxiliary loads.

4.4.2. The Design-Builder is to supply and install supplemental heat pump block heaters (an electrical cost saving measure) external to the module at SPS 1, 64, 65 and PQPS. The installation shall have accommodations so the heat pump can be disconnected when the generator is moved for mobile service. An example heat pump jacket water heater and installation schematic is provided in Attachment A7.

4.4.3. Electrical Lighting

The Design Builder shall provide exterior lighting necessary to safely work at night in the fuel storage tank and the engine generator areas.

4.4.4. Controls and Alarms

All code required alarms including but not limited to engine running alarm and fuel level alarms shall be connected to site facility's control system. At the SPSs and NCWRP this is the Distributed Control System (DCS).

4.5. SURVEYING

4.5.1. The Design Builder shall provide any survey information as required to establish necessary controls for the design and construction of this project. Survey control for geotechnical borings will be provided by the Design Builder.

4.6. ELECTRICAL SWITCHGEAR AND BREAKER COORDINATION STUDY

4.6.1. Design Builder shall provide the electrical coordination study of the existing facilities power system incorporating this project into existing plant electrical distribution system.

4.6.2. Design-Builder shall provide the electrical coordination study to tie in generators to existing facilities power system.

4.7. NOISE ABATEMENT SYSTEM

4.7.1. Additional Noise abatement systems at each site are the responsibility of the Design-Builder to meet code requirements.

4.8. INSPECTION AND TESTING AND CONFIRMATION OF OWNER SUPPLIED EQUIPMENT AND MATERIALS

4.8.1. The Design-Builder shall test and inspect the OSE&M to confirm its adequacy for the installation design as approved by the City. Required tests and inspections are to be determined by the Design-Builder. Inspection and testing protocols will be submitted to the City for approval one month prior to inspection and testing. The City shall be present for all tests and inspections. Inspection and test reports will be provided within two weeks of each test for City's review, comments and approval. All

instrumentation shall be calibrated and valid and active calibration reports shall be provided with the test report.

4.8.2. At a minimum the Design-Builder shall:

1. After the 100% Design is submitted to the City and prior to CNTP the Design-Builder shall inspect and test the cables provided by the City for use in the final installation. Test and inspections with report to the City shall include meggering, high-pots and visual inspection prior to the final installation.
2. After the NTP and prior to the CNTP all Engine generators and transformers will be inspected and tested at full generator load for at least 15 minutes. Design-Builder will supply hook up and disconnect a load bank and any transformers required for the test. These tests will be scheduled around and performed with the Wastewater Treatment and Disposal Division's normally scheduled engine generator maintenance test runs.

SECTION 5 DESIGN DEVELOPMENT – ADDITIONAL REQUIREMENTS

5.1. DESIGN

5.1.1. General Design Requirements

Design submittals will include the following:

1. CIVIL/SITE/STRUCTURAL

Overall site plan showing existing locations of buildings, facilities, retaining walls, equipment storage, site entrances site drainage, gates, driveways, curbs and storm drainage systems and underground pipes. The new equipment locations shall show all equipment to be installed and their equipment pads, underground utilities, site drainage, retaining walls any interface location and, with the exception of SPS 64, new driveways or ramps as may be required for truck tractor access to remove the XQ 2000 Modules from the site. Structural calculation for generator pads shall be submitted.

2. LANDSCAPING AND ARCHITECTURAL

At the NCWRP, a landscaping Plan shall be developed in accordance with the existing Landscaping Theme in the area of the work, showing retaining wall, adjacent mounds and storm drain. Any removal of trees shall be replaced in kind, as approved at the 60% design submittal by the City.

3. MECHANICAL

- Show all diesel fuel tanks and equipment outside general dimensions.
- Diesel fuel storage tank to have double walls and shall have UL 2085 rating (Fire Rated)

- Interconnecting diesel fuel from storage tank to generator underground or overhead piping
- Fuel piping to be doubled walled
- Details of Design-Builder supplied supplemental heat pump block heaters installation and coolant connections to Engines

4. ELECTRICAL

- Electrical Site Plan
- Show One Line Diagrams details of generators connection to main switchgear
- Show location of new duct banks and existing Power Centers
- Show Automatic load transfer systems interconnection to existing switchgears
- Show enlarge detail of Meter main switchgear location
- Details of connection to existing Power Centers
- Details of connection to Generator(s)
- Show connection of communication alarm and control of DCS to generators Details of generators module auxiliary power system (see OSE&M) Attachment A-Exhibit 3A
- Facility elevations details of switch gear and MCCs (may be manufacturer's drawings and data sheets)
- Provide applicable Site lighting
- Provide details of supplemental heat pump jacket water heater installation to engines and electrical connections.
- Coordination study for the generators interfacing with existing facility power systems

5.1.2. 60% Design Submittal

The 60% design submittal shall be sufficient for the City to evaluate the Design Builder's site layout and equipment layout. The 60% design is to include the fuel storage tank and piping, transformers, as required, the utilities layout and connections, equipment arrangement and details of the Design Builder's connection.

Detailed point of connection drawing to the existing electrical system engine/generator module and fuel tank shall be provided. One line electrical diagram and show where all points of connection will occur. Show design of auxiliary electrical power source for engine/generator's electric resistant heater, battery charger and supplement heat pump block heater (provided by Design-Builder). The report on the result of the soil boring and the analysis of the soil shall be part of the 60% design submittal.

5.1.3. 100% Design

The 100% design is expected to be the Design Builder's final design except for incorporation of PUD's comments, the submittal will include specifications or

manufacturer's cut sheets for all materials and detail designs and/or shop drawings for all point of connection details.

5.1.4. Final Design for Plan Check

Prior to submission for plan check, the City will perform a back check review of the final design submittal for conformance with agreed to 100% review comments. If required, the Design Builder shall resubmit revised drawings and Specifications prior to submission for plan check.

5.2. 60% DESIGN AND 100% COMMENT RESOLUTION MEETINGS

5.2.1. Prior to the City release of the Design-Builder to proceed with the next design phase the Design-Builder will meet to resolve all City comments, which will be documented on City's design comment form.

SECTION 6 CONSTRUCTION

6.1. CONSTRUCTION NOTICE TO PROCEED

6.1.1. Upon receipt of the City's CNTP, the Design Builder may order equipment, and begin construction, unless other arrangements for advanced purchasing are approved by the City, in writing. The Design Builder shall coordinate with the onsite PUD Construction Manager. The Design Builder shall arrange and attend weekly job site meetings and coordinate attendance by the other team members or subcontractors, as required.

6.1.2. Coordination responsibilities shall consist of:

1. Following procedures and work plans established at the site
2. Coordination of any required outages
3. Coordination of work with the site's staff
4. Coordination with other contractors and projects at the site
5. Keeping up-to-date record documents
6. Site visits

6.1.3. Construction Work

The Construction work shall include the installation, setting and connection of all OSE and Design-Builder supplied equipment.

6.2. CONSTRUCTION NOTICE TO PROCEED

6.2.1. Prior to the start of construction, all design submittals, building permits, and associated documents, soils reports, Equal Employment Opportunity documentation,

insurance documents, bonds, contactor license, and safety plan are received and approved by the City.

- 6.2.2. Contractor shall be a Class "A" General Engineering contractor certified in the State of California, and meet all necessary State and local license requirements.

6.3. INTERFACES WITH OTHER AGENCIES

- 6.3.1. Except as directed by the City, the City shall take the lead, coordinate and be present during any coordination with other agencies.

SECTION 7 ATTEND CONSTRUCTION MEETINGS

7.1. PRECONSTRUCTION MEETINGS

- 7.1.1. The Design Builder shall provide attendance for a one (1) two hour meeting of appropriate design and construction team members to respond to City's Project Manager and Construction Manager's questions. The agenda shall include safety, facility operations and coordination, point of contact information, site access, final schedule, and other related issues.

7.2. SAFETY MEETING

- 7.2.1. Prior to the start of construction, all Design Builder site construction personnel including geotech testing, surveyor crews, and other design or construction related personnel shall attend the standard 2 hour construction site orientation Safety meeting, lead by City's Safety Staff on each site prior to starting work.

SECTION 8 INSPECTION

8.1. PROJECT REPRESENTATION

- 8.1.1. The Design Builder shall have at least one (1) project representative who will be present during the duration of active construction. The duties of this individual will include review of work progress for conformance with contract documents and attending coordination meetings with the Construction Manager to coordinate work with other City projects which interface with the Design Builder's work. The Design Builder will provide the City's Construction Manager with a copy of all inspection test results, as needed, to verify conformance with overall design and site quality requirements.

SECTION 9 INSTALLATION, TESTING, START-UP AND ACCEPTANCE

9.1. PRE START UP TESTING REQUIREMENTS

- 9.1.1. The Design-Builder shall provide a test protocol of each installation for City review 30 days prior to installation testing and the City will provide comment 15 days prior to test. City comment will be resolved prior to or during a meeting of all personnel participating in the test three working days prior to the test(s). The City project manager and site electrician shall be present to witness the tests.

- 9.1.2. The test shall include a simulated site power outage. The generator control system will secure the utility service disconnects, start the generator and transfer the site loads to the generator. It will also transfer the facility load back to the utility and shut down the engine generator as part of the simulated power outage issue.
- 9.1.3. The Design Builder shall demonstrate to the City that all City and Design Builder supplied equipment, piping and wiring is complete and will for start up and pick up the designated site load. Prior to testing, the City Construction Manager shall witness leak test of pipes, electrical conductivity and hipot test of power wiring, ring out of all control wires, testing and calibration of metering equipment, and power center breaker tests.
- 9.1.4. The Design Builder shall provide a test protocol and conduct startup and acceptance activities in coordination with the City and in compliance with OSE supplier recommendations to ensure that the new power generation unit(s) and its auxiliary systems start and operate correctly and are functioning properly prior to operation and meets all acceptance criteria for the safe delivery of energy to the sites power center in case of a power outage.

9.2. Acceptance

- 9.2.1. Under a simulated power outage, the engine generator(s) shall startup and pickup load and operate in a normal condition for one half hour and on shutdown return the loads safely to utility power. All auxiliary and supports systems will be confirmed to be operating properly. Within 30 days a test report will be provided to the City for review and approval.

ATTACHMENT A – EXHIBIT 1A

General Locations



Design and Installation of 7 Pre-purchased Backup Generators at Sewer Pump Stations and a Treatment Plant, and Replace one Backup Generator at a Laboratory Design-Build Contract Project Locations

ATTACHMENT A- EXHIBIT 2A

Site Related Information

- 1. Sewer Pump Station 1 (SPS 1)**
Address: 3550 East Harbor Drive
San Diego, CA 92136
Hours: Station is manned during business hours. Staff Office Hours: 6:00am to 2:30pm
Conditions: City operates a liquid waste hauler truck dumping site and truck lines waiting to dump frequently wrap around the building. When necessary, under special condition and with one week notice the City can minimize or eliminate the line for short periods of time (hours) to facilitate construction activities.
- 2. Sewer Pump Station 64 (SPS 64)**
Address: 10749 Reoselle Street
San Diego, CA 92121
Hours: Station is manned during business hours. Staff Office Hours: 6: 00am to 2:30pm
Conditions: Other project construction work in progress.
- 3. Sewer Pump Station 65 (SPS 65)**
Address: 12112 Sorrento Valley Road
San Diego, CA 92121
Hours: Station is unmanned. For access to the Station, contact SPS 64 at 858-552-1670. Staff providing access Office Hours: 6am to 2:30pm.
Conditions: Currently, no construction work in progress
- 4. Penasquitos Pump Station (PQPS)**
Address: 10150 Cara Way
San Diego, CA 92129
Hours: Station is unmanned. Staff providing access Office Hours: 6:00am to 2:30pm
Conditions: Currently, no construction work in progress.
- 5. North City Water Reclamation Plant (NCWRP)**
Address: 4949 Eastgate Mall
San Diego, CA 92121
Hours: Location is manned. Staff Office Hours: 6:00am to 2:30pm
Conditions: North City Cogeneration Facility Expansion may still be under construction. Tours of the adjacent Advanced Water Treatment Facility occur weekly.
- 6. Environmental Monitoring and Technical Services (EMTS)**
Address: 2392 Kincaid Road
San Diego, CA 92101
Hours: Location is manned. Staff Office Hours: 8:00am to 4:00pm
Conditions: Currently, no construction work in progress

ATTACHMENT A – EXHIBIT 3A

Owner Supplied Equipment and Materials

Attachment A- Exhibit 3A can be downloaded at the following City FTP site:

<ftp://ftp.sannet.gov/OUT/BUGs-RFP-Attachments/>

1. Seven Caterpillar trailer mounted XQ2000 Power Module 2 MW diesel backup generators. See Attachment A for equipment data sheets
2. Three 480V - 4160V 2500kVA Air cooled dry type transformers at Sewer Pump Station 1 and North City Water Reclamation Plant. See Attachment A for equipment data sheets
3. Two 480V - 2400V 2500kVA Air cooled dry type transformers at Sewer Pump Station 64. See Attachment A for equipment data sheets.
4. Two 1200A, 2400V fused disconnect switches for Sewer Pump Station 64
5. Two sets of 12 #2/0, 5kV Cables, transformer and power panel for auxiliary generator power for Sewer Pump Station 64, one set of 6 #2/0, 5kV Cables, transformer and power panel for auxiliary generator power for North City Water Reclamation Plant.
6. Two 600A, 4160V fused disconnect switches for Sewer Pump Station 1

ATTACHMENT A – EXHIBIT 4A

Existing Temporary Installations of OSE&M at SPS1, 64, 65, PQPS and NCWRP

Attachment A – Exhibit 4A can be downloaded at the following location:

<ftp://ftp.sannet.gov/OUT/BUGs-RFP-Attachments/>

ATTACHMENT A – EXHIBIT 5A

Pre-design Drawings at SPSS, NCWRP, and EMTS

Attachment A – Exhibit 5A can be downloaded at the following location:

<ftp://ftp.sannet.gov/OUT/BUGs-RFP-Attachments/>

ATTACHMENT A – EXHIBIT 6A

Partial Relevant Site Drawings

Attachment A- Exhibit 6A can be downloaded at the following location:

<ftp://ftp.sannet.gov/OUT/BUGs-RFP-Attachments/>

ATTACHMENT A – EXHIBIT 7A

Site-specific Environmental Document (ED) by the City and Certified by City Council

Attachment A – Exhibit 7A can be downloaded at the following location:

<ftp://ftp.sannet.gov/OUT/BUGs-RFP-Attachments/>

ATTACHMENT A – EXHIBIT 8A

Heat Pump Jacket Water Heater and Installation Schematic

Attachment A8 – Exhibit 8A can be downloaded at the following location:

<ftp://ftp.sannet.gov/OUT/BUGs-RFP-Attachments/>

ATTACHMENT A – EXHIBIT 9A

**North City Cogen Facility Expansion at North City Water Reclamation Plant (NCCFE)
Adjacent Projects**

Attachment A – Exhibit 9A can be downloaded at the following location:

<ftp://ftp.sannet.gov/OUT/BUGs-RFP-Attachments/>

**ATTACHMENT B
PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA
PUBLIC UTILITIES DEPARTMENT**

ATTACHMENT B

PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

PUBLIC UTILITIES DEPARTMENT

Proposals submitted in response to this RFP shall be in the following order and shall include:

1. Addenda to this RFP (PASS/FAIL)
 - 1.1. Design-Builder shall confirm in its Technical Proposal the receipt of all addenda issued to this RFP. Failure to acknowledge all addenda issued, will result in the Proposal being considered non-responsive and ineligible for further consideration.
 - 1.2. Design-Builders are not required to include copies of the actual addenda in their Proposal.

2. Exceptions to this RFP (PASS/FAIL)
 - 2.1. If the Design-Builder takes exception(s) to any portion of the RFP and its attachments, the specific portion of the RFP or attachment to which exception is taken shall be identified and explained to the City in writing a minimum of 10 days prior to the date established for submittal of the Technical Proposal. Exceptions taken after the stipulated period to this RFP may be cause for rejection of the Proposal and discontinue the Design-Builders participation to this selection process. The City reserves the right to waive exception(s) as it deems in the best interests of the City.

3. Executive Summary (5 Points Max)
 - 3.1. Include a one- to two-page overview of the entire Proposal describing the highlights of the Proposal. Failure to provide the executive summary will result in the RFP being considered non-responsive and ineligible for further consideration.

4. Project Team (15 Points Max)
 - 4.1. Describe the proposed management plan for this project. Describe the strength of key proposed construction and technical personnel, Subcontractors, and Subconsultants, including, but not limited to the following disciplines:
 - 4.1.1. Civil
 - 4.1.2. Structural
 - 4.1.3. Mechanical
 - 4.1.4. Electrical
 - 4.1.5. Instrumentation and Controls
 - 4.1.6. Geotechnical

5. Technical Approach and Design Concept (20 Points Max)

5.1. Describe in detail the proposed design concept for this project. Include detailed descriptions, conceptual design drawings, schematics, a list of major equipment, and any other information deemed necessary to allow the City to make an informed evaluation of the Design-Builder's technical approach. The completeness and technical merit of the design concept will be evaluated. The following elements shall be included in this Technical Proposal:

5.1.1. Structural Support of Caterpillar XQ 2000 Modules and designs that accommodate the removal for these modules from the required sites.

5.2. Durability: Ease of maintenance and durability of materials (industrial grade) is important to Public Utilities Department staff of 15 years of use without need for repainting, repair, and resurfacing. Diesel fuel tanks Pumps and associated piping.

5.2.1. Auxiliary power

5.2.2. Supplemental heat pump block heater

5.2.3. Engine generator to EMTS Lab

5.3. Proposed Design Schedule: Outline the proposed design schedule, including sequencing of each major design component and proposed durations.

6. Construction Plan (25 Points Max)

6.1. Describe the proposed construction plan for this project, including the following, at a minimum:

6.1.1. Construction approach and methods

6.1.2. Plan to insure operations of host facility during construction

6.1.3. Plan for phasing of construction activities and projects

6.1.4. General plan for functional testing and start-up.

6.1.5. Proposed safety program

6.1.6. Proposed emergency response plan

6.1.7. Proposed construction schedule

6.1.8. Traffic Management at SPS 1

7. Equal Employment and Contracting Opportunity (25 Points Max)

Failure to submit the required EOCP information will result in SOQ or Proposal (as applicable) being determined as non-responsive.

7.1. Subcontractor Documentation

- 7.1.1. The Design-Builder shall, at a minimum, provide with its Technical Proposal a listing of at least 3 of the largest Subcontractors (constructors only) for the Project and all other Subcontractors (design professionals, etc.) that are known at the time it submits its Proposal, using form AA15 and AA30 provided in Volume 2, Attachment 'D' of this RFP. Note: Subcontractors include design professionals, as well.
- 7.1.2. Any changes to the listing of the proposed Subcontractors that have occurred in the information, required data or documentation submitted in the SOQ shall be submitted in accordance this section, and shall be included in an attachment, which shall be entitled "Subcontractor Documentation" using forms AA15 & AA30 provided in Volume 2, Attachment 'D' of this RFP...
- 7.1.3. Work which requires Subcontractors that are not listed by Design-Builder at time of Award shall be let by Design-Builder in accordance with a competitive bidding process performed solely at Design-Builder's expense. Design-Builder shall provide public notice of the availability of the Work to be subcontracted, obtain competitive bids, and provide a fixed date and time on which the subcontracted Work will be awarded. Subcontractors bidding on subcontracts pursuant to this provision shall be afforded the protection of all applicable laws, including Public Contract Code sections 4100 through 4114, inclusive.
- 7.1.4. The Design-Builder may select Subcontractors and Suppliers in one of 3 competitive ways i.e., lowest responsible bidder, best value for price and qualifications, or highest qualifications. Prior to construction NTP, the Design-Builder shall do the following:
 - a. Submit the selection method used to the City in accordance with 2-5.3, "Submittals."
 - b. Pre-qualify Subcontractors and Suppliers, in a manner at least as stringent as the City's pre-qualification standards.
 - c. Review the Subcontractors and Suppliers ultimately chosen to verify that that they have not been debarred and are in good standing as a licensed contractor in California.
 - d. Open all Subcontract bids and provide to the City one copy without reservation or redaction. All records relevant to the award and performance of Subcontractors and Suppliers shall be public and provided to the City upon request and without redaction.

7.1.5. The City may administer bidding itself for Subcontractors and Suppliers, or to direct the bidding procedures to be used by the Design-Builder.

The Design-Builder may use its corporate-generated subcontractor agreement to retain Subcontractors or Suppliers, provided the subcontractor agreement contains the terms required to be included in Subcontracts by this Contract.

The points will be awarded in only one of the possible outcomes as follows:

	OUTCOME	Maximum Possible Point
1	5% - 9% participation SLBE, ELBE, DVBE, or DBE	5
2	10%-14% participation SLBE, ELBE, DVBE or DBE	10
3	15%-19% participation SLBE, ELBE, DVBE or DBE	15
4	20%-24% participation SLBE, ELBE, DVBE or DBE	20
5	25% participation SLBE, ELBE, DVBE or DBE	25

In no case the points shall exceed 25.

8. Presentation and Interview (5 Points Max)

The presentation and interview will consist of a 20 minute presentation by the Design-Builder and 20 minutes of questions by the Panel. The presentation shall be presented by the Design-Builder's key personnel who will be continuously involved on site or in San Diego, in relative proportion to their level of involvement.

9. Reference Checks (5 Points Max)

The Design-Builder to provide 3 (three) past experience of Design-Build contracts for reference check to include: 1) Customer Contact Name and Number for the Design-Build projects and 2) Projects for reference should be in the County of San Diego.

Total Points: 100

Proposals that do not contain the aforementioned components will not be considered.

**ATTACHMENT C
CONTRACT FRONT END VOLUME 1**

City of San Diego

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____ FAX NO.: _____
CITY CONTACT: Damian Singleton – Contract Specialist, Email: dsingleton@sandiego.gov.
Phone No. (619) 533-3482, Fax No. (619) 533-3633
MQUACH/NB/RIR

CONTRACT DOCUMENTS FOR



FOR DESIGN AND INSTALLATION OF EMERGENCY GENERATORS FOR WASTEWATER FACILITIES DESIGN-BUILD CONTRACT

VOLUME 1 OF 2

RFQ NO.: As-Needed Design-Build Service for the Engineering & Capital Projects Department – 4784DB
BID NO.: K-13-5746-DBA-3
TASK ORDER NO.: 11DB03
SAP NO. (WBS/IO/CC): S-12036
CLIENT DEPARTMENT: 2000 / 2011
COUNCIL DISTRICT: CITYWIDE
PROJECT TYPE: HA

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the design and construction of the Project as described in the RFP.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. This RFP including Design-Build Bridging Documents.
2. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **310 Working Days**.
3. **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.
4. **WAGE RATES:** Prevailing wages are applicable to this contract.
5. **INSURANCE REQUIREMENTS:**
 - 5.1. 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.
 - 5.2. 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
6. **PREQUALIFICATION OF CONTRACTORS:**
 - 6.1. Contractors submitting Bid or Proposal must be pre-qualified for the total amount proposed, inclusive of all alternate items or specified Task Order limits prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified will be deemed non-responsive and ineligible for award or a Task Order authorization. Complete information and prequalification questionnaires are available at:

<http://www.sandiego.gov/engineering-cip/services/consultcontract/prequal.shtml>.
 - 6.2. The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department - Engineering & Capital Project, Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

7. **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. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
8. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Invitations to Bid at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Invitations to Bid shall be the sole responsibility of each bidder. The Invitations to Bid creates or imposes no obligation upon the City to enter a contract.
9. **CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2 unless specified otherwise, such as as-needed contracts e.g., JOC in the Contract Documents.
10. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
11. **AWARD PROCESS:**
 - 11.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
 - 11.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
 - 11.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The WHITEBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid non-responsive and ineligible for award.
12. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The WHITEBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
13. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.

14. **QUESTIONS:**

- 14.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, and Telephone No. (619) 533-3450.
- 14.2. Questions received less than 14 days prior to the date for opening of Bids may not be answered.
- 14.3. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City's online bidding service.
- 14.4. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.

15. **ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.

16. **SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.

17. **PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.

17.1. Bidder shall complete and submit all pages in the "Proposal Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.

17.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.

- 17.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
- 17.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

18. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):

- 18.1. With the exception of the contracts valued \$5,000 or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.
- 18.2. The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.
- 18.3. A Bid received without the specified bid security will be rejected as being **non-responsive**.

19. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 19.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 19.2. For Design-Build contracts, the award may not be solely based on price. Refer to the RFP for the selection and award details.
- 19.3. Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- 19.4. The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.

- 19.5. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
- 19.6. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."
- 19.7. The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- 19.8. Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 19.9. The City reserves the right to evaluate all Bids and determine the lowest Bidder (or winner for Design-Build contracts) on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2 (or RFP for the Design-Build contracts).

20. BID RESULTS:

- 20.1. The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts). In the event that the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts) is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page: <http://www.sandiego.gov/bids-contracts/>, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).
- 20.2. To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

21. THE CONTRACT:

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

- 21.2. If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 21.3. If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 21.4. For contracts that are not Design-Build, pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 21.5. The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder 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.
22. **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, the JOC Unit Price Books if applicable, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid or JOC Task Order Proposal shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
23. **CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 23.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 23.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.

- 23.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 23.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 23.5. 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.
- 23.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 23.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation.

24. PRE-AWARD ACTIVITIES:

- 24.1. The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in "Required Documents," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as non-responsive.
- 24.2. If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

25. SUPPLEMENTAL AGREEMENTS: Supplemental agreement attached to this contract for the Long-Term Maintenance Agreement shall be signed upon the request from the Engineer and prior to Acceptance. The signed agreement shall be accompanied by the evidence of separate bond (i.e., labor and materials) and insurance as specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE. Bonds shall be in amount of the Contract Price for the Work included in the supplemental agreement.

26. REQUIRED DOCUMENT SCHEDULE:

- 26.1. The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.
- 26.2. The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

<http://www.sandiego.gov/eoc/forms/index.shtml>

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
1.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Price Proposal Form		√
2.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Proposer and Submitted with Proposal under 23 USC 112 and PCC 7106		√
3.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions		√
4.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance		√
5.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA05 – Design-Build List of Subcontractors		√
6.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA10 - Design-Build List of Subcontractors Additive/Deductive Alternate		√
7.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA15 - Design-Build List of Subcontractors	√	
8.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA25 - Design-Build Named Equipment/Material Supplier List		√
9.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA30 - Design-Build Named Equipment/Material Supplier List	√	
10.	WITHIN 3 WORKING DAYS OF PUBLIC RANKING MEETING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.		
11.	WITHIN 3 WORKING DAYS OF PUBLIC RANKING MEETING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available		

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
12.	WITHIN 3 WORKING DAYS OF PUBLIC RANKING MEETING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	SLBE-ELBE Good Faith Documentations		
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Names of the principal individual owners of the Apparent Low Proposer -		
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	If the Contractor is a Joint Venture, the following information must be submitted: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License 		
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contract Forms - Agreement		
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contract Forms – Performance Bonds and Labor and Materialmen’s Bond		
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Certificates of Insurance and Endorsements		
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contractor Certification - Drug-Free Workplace		
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contractor Certification - American with Disabilities Act		

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
20.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contractors Standards - Pledge of Compliance		
21.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Form BB05 – Work Force Report		

CONTRACT FORMS
AGREEMENT

CONTRACT FORMS AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this ____ day of ____, 20 ____, by and between The City of San Diego [City], a municipal corporation, and **Ortiz Corporation**, for the purpose of designing and constructing the **Design and Installation of Emergency Generators for Wastewater Facilities Design-Build Contract** in the amount of **SIX MILLION THREE THOUSAND SEVENTY-ONE DOLLARS AND 87/100 (\$6,003,071.87)**. The City and Design-Builder are referred to herein as the "Parties."

RECITALS

- A. The City desires to construct the Project located in the City of San Diego, California.
- B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this agreement.
- C. The City has issued a Request for Proposals [RFP] for **K-13-5746-DBA-3** pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this agreement.
- E. The City has selected the Design-Builder 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, hereinafter defined.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this agreement.
- G. Execution of this agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

AGREEMENT

- 1. **Recitals and Exhibits.** The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All exhibits referenced in this Agreement section are incorporated into the Contract by this reference.
- 2. **Contract Performance.** The Design-Builder shall design and construct the Project in a good and workmanlike manner to the satisfaction of the City, lien free and in compliance with the Contract

Documents and within the time specified, in return for timely payment by the City in accordance with the Contract.

- 3. Attachments. All attachments e.g., Reference Standards in the Notice Inviting Bids, Supplementary Special Provisions (SSP), the attached Faithful Performance and Payment Bonds, Agreement and Supplemental Agreements, and the attached Proposal included in the Bid documents by the Contractor are incorporated into the Contract by this reference.
- 4. Contract Documents. This Contract incorporates the 2012 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2012 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 2-5.2 of The WHITEBOOK and shall follow that order of precedence.

IN WITNESS WHEREOF, this agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Resolution No. R - _____ or _____ Municipal Code _____ authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

By *Tony Henriquez*

Jan I. Goldsmith, City Attorney
By *Jeremy Jung*

Print Name: _____
Mayor or designee

Print Name: _____
Deputy City Attorney

Date: 6/4/13

Date: 6-4-13

CONTRACTOR

By *Marcelino E. Ortiz*

Print Name: Marcelino E. Ortiz

Title: President

Date: 3/13/13

City of San Diego License No.: B1996008117

State Contractor's License No.: 602454

**CONTRACT/AGREEMENTS
ATTACHMENTS**

CONTRACT FORMS (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

ORIGINAL

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

ORTIZ CORPORATION _____, a corporation, as principal, and
International Fidelity 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 **SIX MILLION THREE
THOUSAND SEVENTY-ONE DOLLARS AND 87/100 (\$6,003,071.87)** for the faithful performance
of the annexed contract, and in the sum of **SIX MILLION THREE THOUSAND SEVENTY-ONE
DOLLARS AND 87/100 (\$6,003,071.87)** for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Design and Installation of
Emergency Generators for Wastewater Facilities Design-Build Contract,
Bid Number K-13-5746-DBA-3**, San Diego, California then the obligation herein with respect to a
faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all
persons, firms and corporations entitled to file claims under the provisions of 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.

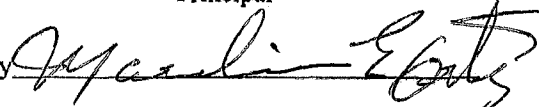
CONTRACT FORMS (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

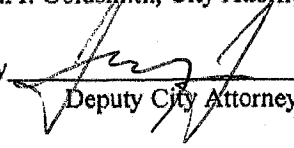
Dated March 13, 2013

Approved as to Form and Legality

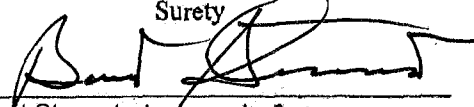
Ortiz Corporation
Principal

By 
Marcelino E. Ortiz - President
Printed Name of Person Signing for Principal

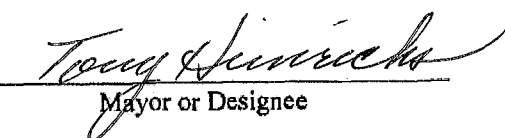
Jan I. Goldsmith, City Attorney

By 
Deputy City Attorney

International Fidelity Insurance Company
Surety

By 
Bart Stewart, Attorney-in-fact

Approved:

By 
Mayor or Designee

13400 Sabre Springs Parkway, Suite 245
Local Address of Surety

San Diego, CA 92128
Local Address (City, State) of Surety

858.513.1795
Local Telephone No. of Surety

Premium \$ 41,383

Bond No. SDIFSU0591890

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

BART STEWART

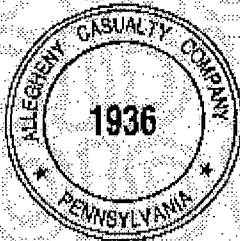
Encinitas, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint and to revoke the appointments of Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto; bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012:

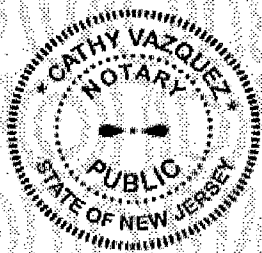


STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

On this 12th day of March 2012, before me came the Individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 13th day of March, 2013

MARIA BRANCO, Assistant Secretary

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 03-13-13 before me, Laura Ashley Aceves, Notary Public,
(Here insert name and title of the officer)

personally appeared Bart Stewart,

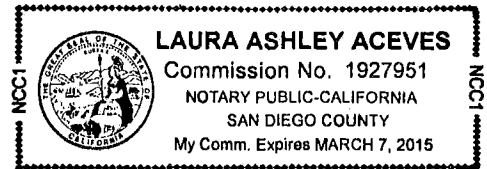
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), 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]
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Design and Installation of Emergency Generators for Wastewater Facilities
Design-Build Contract

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;

Ortiz Corporation

(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

Marcelino E. Ortiz

Printed Name

Marcelino E. Ortiz

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Design and Installation of Emergency Generators for Wastewater Facilities
Design-Build Contract

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;

Ortiz Corporation

(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

Marcelino E. Ortiz

Printed Name

Marcelino E. Ortiz

Title

President

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Design and Installation of Emergency Generators for Wastewater Facilities
Design-Build Contract

I declare under penalty of perjury that I am authorized to make this certification on behalf of

Ortiz Corporation, 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 13 Day of March, 2013.

Signed

Marcelino E. Ortiz

Printed Name Marcelino E. Ortiz

Title President

AFFIDAVIT OF DISPOSAL

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

Design and Installation of Emergency Generators for Wastewater Facilities Design-Build Contract
(Project)

as particularly described in said contract and identified as Bid No. **K-13-5746-DBA-3**; SAP No. (WBS/CC/IO) **S-12036**; 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

FUNDING AGENCY PROVISIONS

FUNDING AGENCY PROVISIONS

IN THE EVENT THAT THESE REQUIREMENTS CONFLICT WITH THE CITY'S GENERAL EOC REQUIREMENTS, THE FUNDING AGENCY'S REQUIREMENTS WILL CONTROL.

1. STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS:

- 1.1.** In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is to be performed. Copies of the prevailing rate of per diem wages may be found at http://www.dir.ca.gov/dlsr/statistics_research.html. The Contractor shall post a copy of the above determination of the prevailing rate of per diem wages at each job site and shall make them available to any interested party on request.
- 1.2.** Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code the Contractor any Subcontractor shall pay not less than said specified rates determined by the Director of the California Department of Industrial Relations to all workmen employed by them in the execution of the Work.
- 1.3.** The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said 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 Department of Industrial Relations, 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.

The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

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

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

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

1-2 TERMS AND DEFINITIONS.

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

The Normal Working Hours shall be 6:30 AM to 3:30 PM.

SECTION 2 - SCOPE AND CONTROL OF WORK

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

The Contractor shall perform, with its own organization, Contract work amounting to at least 30 percent 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 determining the Apparent Low Bidder as specified. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

2-14.2 Integration of the Work with Separate Contractors. To the City Supplement, ADD the following:

The Contractor shall prepare a plan in order to integrate the work performed by Separate Contractors, the City Forces, or both with the performance of the Work. The list of Separate Contractors includes:

1. City Forces

2-14.3 Coordination. To the City Supplement, ADD the following:

Other adjacent City project(s) is (are) scheduled for construction for the same time period in the vicinity of the North City Water Reclamation Plant work. The Work shall be coordinated with the adjacent project(s) as listed below:

- a) North City Cogeneration Facility Expansion

SECTION 4 - CONTROL OF MATERIALS

4-1.3.4 Inspection Paid For By the Contractor. To the City Supplement, ADD the following:

The Contractor shall employ and pay for the services of qualified inspection entity to perform specialty inspection services as specified here:

- a) Geotechnical Study and Soil Inspection
- b) Other Specialty Inspection required by any related permitting agency.

4-1.3.5 Inspection Perform by the City.

The City will provide inspection services as specified here:

- a) Concrete Inspection
- b) Soil 8 Compaction Inspection.

4-1.6 Trade Names or Equals. To the City Supplement, ADD the following:

You must submit your list of proposed substitutions for “an equal” (“or equal”) item(s) prior to receipt of the final design and on a City form when provided by the City.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

ADD: 6-8.4 Latent and Patent Defect Warranty. For Design-Build contracts, the Contractor shall warrant to City that the construction, including all materials and equipment furnished as part of the construction, shall be free of latent and patent defects in materials and workmanship. The City will first provide the Contractor an opportunity to correct or replace any latent and patent defect at its own cost and expense, if notified by the City within 4 years after the date of Acceptance for patent deficiency and 10 years for a latent deficiency. If the Contractor fails to repair and replace the reported deficiency, the City will repair the deficiency and charge the Contractor for the repair.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

ADD: 7-3.1 Policies and Procedures.

1. You must procure the insurance described below, at your 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 this contract, e.g., your indemnity obligations, shall not be 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 this contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of this contract may be treated by the City as a material breach of contract.

ADD: 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.

7-3.2.3 Contractors Pollution Liability Insurance.

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

7-3.2.5 Contractors Builders Risk Property Insurance..

1. You must provide at its expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance must be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits must be 100% of this contract value of the Work plus 15% to cover administrative costs, design costs, and the costs of inspections and construction management.
2. Insured property must include material or portions of the Work located away from the Site but intended for use at the Site, and must cover material or portions of the Work in transit. The policy or policies must include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies must cover the cost of removing debris, including demolition.

3. The policy or policies must provide that all proceeds thereunder must be payable to the City as Trustee for the insured, and must name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. We as Trustee will collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and will apply the proceeds of such insurance to the repair, reconstruction, or replacement of the Work.
4. Any deductible applicable to the insurance must be identified in the policy or policies documents and responsibility for paying the part of any loss not covered because of the application of such deductibles must be apportioned among the parties except for the City as follows: if there is more than one claimant for a single occurrence, then each claimant must pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City must be entitled to 100% of its loss. The Contractor must pay the City any portion of that loss not covered because of a deductible, at the same time the proceeds of the insurance are paid to the City as trustee.
5. Any insured, other than the City, making claim to which a deductible applies must be responsible for 100% of the loss not insured because of the deductible. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

ADD: 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 Eligible Surplus Lines Insurers (LESLI 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.

ADD: 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.

ADD: 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.
1. 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.
 2. 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 the Contractor's 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.

7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

7-3.5.3.1 Additional Insured.

- a) The policy or policies must be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you; except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement must not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City

and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.

7-3.5.3.2 Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

7-3.5.3.3 Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies must provide that your insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and must provide cross-liability coverage.

7-3.5.5 Builders Risk Endorsements.

7-3.5.5.1 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.

7-3.5.5.2 Builders Risk – Partial Utilization. If the City desire to occupy or use a portion or portions of the Work prior to Acceptance in accordance with this contract, the City will notify you and you must immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies must not be cancelled or lapse on account of any such partial use or occupancy. You must obtain the endorsement prior to our occupation and use.

ADD: 7-3.6 Deductibles and Self-Insured Retentions. You are responsible for the payment of all deductibles and self-insured retentions. Disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

ADD: 7-3.7 Reservation of Rights. We reserve 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. We 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.

ADD: 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.

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

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

- a) For contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), etc. by you) for all of your employees or Subcontractors who provide professional engineering services under this contract, you must keep or must require your 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.
- b) 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.
- c) 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.

- a) In accordance with the provisions of §3700 of the California Labor Code, you must provide at its 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.
- b) 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

- c) By signing and returning this 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 will comply with such provisions before commencing the Work as required by § 1861 of the California Labor Code.

7-4.1.1 Waiver of Subrogation. The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

7-5 PERMITS, FEES, AND NOTICES. To the City Supplement, DELETE item e) in its entirety.

To the City Supplement, ADD the following:

The City will obtain, at no cost to the Contractor; the following permits:

- a) San Diego Air Pollution Control District (APCD) Permit

7-8.6 Water Pollution Control. ADD the following:

Based on a preliminary assessment by the City, this contract is subject to WPCP.

7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD: 7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. The Contractor shall defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees, from and against all claims asserted, or liability established for damages or injuries to any person or property resulting from the Contractor's action or failure to take the necessary measures to prevent such damages and injuries.

The Contractor shall be responsible for payment of any fines resulting from citations issued to the City by either the federal, state, or local environmental and safety enforcement agencies due to the Contractor's failure to abide by applicable safety, health, and environmental standards.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

SECTION 9- MEASUREMENT AND PAYMENT

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

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

SECTION 705 – WATER DISCHARGES

705-2.6.3 Community Health and Safety Plan. To the City Supplements, DELETE in its entirety and SUBSTITUTE with the following:

705-2.6.3 Community Health and Safety Plan. See 703-2, "Community Health and Safety Plan."

705-2.6.1 General. Paragraph (3), CORRECT reference to Section 803 to read "Section 703."

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

FIRE HYDRANT METER PROGRAM

****The design-builder will be responsible to pay for the water they consumed at the site. Arrangements are to be made with the city construction manager on a site by site basis****

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 1 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

1. **PURPOSE**

- 1.1 To establish a Departmental policy and procedure for issuance, proper usage and charges for fire hydrant meters.

2. **AUTHORITY**

- 2.1 All authorities and references shall be current versions and revisions.
- 2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15
- 2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986
- 2.4 California Code of Regulations, Titles 17 and 22
- 2.5 California State Penal Code, Section 498B.0
- 2.6 State of California Water Code, Section 110, 500-6, and 520-23
- 2.7 Water Department Director

Reference

- 2.8 State of California Guidance Manual for Cross Connection Programs
- 2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention
- 2.10 American Water Works Association Standards for Water Meters
- 2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

- 3.1 **Fire Hydrant Meter:** A portable water meter which is connected to a fire hydrant for the purpose of temporary use. (These meters are sometimes referred to as Construction Meters.)

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3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.

3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. POLICY

4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.

4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.

4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:

a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.

b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:

1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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2. The meter must be properly identifiable with a clearly labeled serial number on the body of the fire hydrant meter. The serial number shall be plainly stamped on the register lid and the main casing. Serial numbers shall be visible from the top of the meter casing and the numbers shall be stamped on the top of the inlet casing flange.
3. All meters shall be locked to the fire hydrant by the Water Department, Meter Section (see Section 4.7).
4. All meters shall be read by the Water Department, Meter Section (see Section 4.7).
5. All meters shall be relocated by the Water Department, Meter Section (see Section 4.7).
6. These meters shall be tested on the anniversary of the original test date and proof of testing will be submitted to the Water Department, Meter Shop, on a yearly basis. If not tested, the meter will not be allowed for use in the City of San Diego.
7. All private fire hydrant meters shall have backflow devices attached when installed.
8. The customer must maintain and repair their own private meters and private backflows.
9. The customer must provide current test and calibration results to the Water Department, Meter Shop after any repairs.
10. When private meters are damaged beyond repair, these private meters will be replaced by City owned fire hydrant meters.

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11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any re-installation.
 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
 13. The outlet shall have a 2 ½ "National Standards Tested (NST) fire hydrant male coupling.
 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.
- 4.6 **Conditions and Processes for Issuance of a Fire Hydrant Meter**
- Process for Issuance
- a. Fire hydrant meters shall only be used for the following purposes:
 1. Temporary irrigation purposes not to exceed one year.

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2. Construction and maintenance related activities (see Tab 2).
- b. No customer inside or outside the boundaries of the City of San Diego Water Department shall resell any portion of the water delivered through a fire hydrant by the City of San Diego Water Department.
 - c. The City of San Diego allows for the issuance of a temporary fire hydrant meter for a period not to exceed 12 months (365 days). An extension can only be granted in writing from the Water Department Director for up to 90 additional days. A written request for an extension by the consumer must be submitted at least 30 days prior to the 12 month period ending. No extension shall be granted to any customer with a delinquent account with the Water Department. No further extensions shall be granted.
 - d. Any customer requesting the issuance of a fire hydrant meter shall file an application with the Meter Section. The customer must complete a "Fire Hydrant Meter Application" (Tab 1) which includes the name of the company, the party responsible for payment, Social Security number and/or California ID, requested location of the meter (a detailed map signifying an exact location), local contact person, local phone number, a contractor's license (or a business license), description of specific water use, duration of use at the site and full name and address of the person responsible for payment.
 - e. At the time of the application the customer will pay their fees according to the schedule set forth in the Rate Book of Fees and Charges, located in the City Clerk's Office. All fees must be paid by check, money order or cashier's check, made payable to the City Treasurer. Cash will not be accepted.
 - f. No fire hydrant meters shall be furnished or relocated for any customer with a delinquent account with the Water Department.
 - g. After the fees have been paid and an account has been created, the

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meter shall be installed within 48 hours (by the second business day). For an additional fee, at overtime rates, meters can be installed within 24 hours (within one business day).

4.7 Relocation of Existing Fire Hydrant Meters

- a. The customer shall call the Fire Hydrant Meter Hotline (herein referred to as "Hotline"), a minimum of 24 hours in advance, to request the relocation of a meter. A fee will be charged to the existing account, which must be current before a work order is generated for the meter's relocation.
- b. The customer will supply in writing the address where the meter is to be relocated (map page, cross street, etc). The customer must update the original Fire Hydrant Meter Application with any changes as it applies to the new location.
- c. Fire hydrant meters shall be read on a monthly basis. While fire hydrant meters and backflow devices are in service, commodity, base fee and damage charges, if applicable, will be billed to the customer on a monthly basis. If the account becomes delinquent, the meter will be removed.

4.8 Disconnection of Fire Hydrant Meter

- a. After ten (10) months a "Notice of Discontinuation of Service" (Tab 3) will be issued to the site and the address of record to notify the customer of the date of discontinuance of service. An extension can only be granted in writing from the Water Department Director for up to 90 additional days (as stated in Section 4.6C) and a copy of the extension shall be forwarded to the Meter Shop Supervisor. If an extension has not been approved, the meter will be removed after twelve (12) months of use.
- b. Upon completion of the project the customer will notify the Meter Services office via the Hotline to request the removal of the fire hydrant meter and appurtenances. A work order will be generated

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for removal of the meter.

- c. Meter Section staff will remove the meter and backflow prevention assembly and return it to the Meter Shop. Once returned to the Meter Shop the meter and backflow will be tested for accuracy and functionality.
- d. Meter Section Staff will contact and notify Customer Services of the final read and any charges resulting from damages to the meter and backflow or its appurtenance. These charges will be added on the customer's final bill and will be sent to the address of record. Any customer who has an outstanding balance will not receive additional meters.
- e. Outstanding balances due may be deducted from deposits and any balances refunded to the customer. Any outstanding balances will be turned over to the City Treasurer for collection. Outstanding balances may also be transferred to any other existing accounts.

5. EXCEPTIONS

- 5.1 Any request for exceptions to this policy shall be presented, in writing, to the Customer Support Deputy Director, or his/her designee for consideration.

6. MOBILE METER

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:
 - a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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inspection. After installation is approved by the Meter Shop the vehicle and meter shall be brought to the Meter Shop on a monthly basis for meter reading and on a quarterly basis for testing of the backflow assembly. Meters mounted at the owner's expense shall have the one year contract expiration waived and shall have meter or backflow changed if either fails.

b) **Floating Meters:** Floating Meters are meters that are not mounted to a vehicle. (Note: All floating meters shall have an approved backflow assembly attached.) The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:

- 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
- 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

If any of the conditions stated above are not met the Meter Shop has the right to cancel the contract for floating meter use and close the account associated with the meter. The Meter Shop will also exercise the right to refuse the issuance of another floating meter to the company in question.

Any Fire Hydrant Meter using reclaimed water shall not be allowed use again with any potable water supply. The customer shall incur the cost of replacing the meter and backflow device in this instance.

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7. FEE AND DEPOSIT SCHEDULES

7.1 **Fees and Deposit Schedules:** The fees and deposits, as listed in the Rate Book of Fees and Charges, on file with the Office of the City Clerk, are based on actual reimbursement of costs of services performed, equipment and materials. These deposits and fees will be amended, as needed, based on actual costs. Deposits will be refunded at the end of the use of the fire hydrant meter, upon return of equipment in good working condition and all outstanding balances on account are paid. Deposits can also be used to cover outstanding balances.

All fees for equipment, installation, testing, relocation and other costs related to this program are subject to change without prior notification. The Mayor and Council will be notified of any future changes.

8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.

8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.

8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.

8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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- 8.5 If damage occurs to Water Department property (i.e. fire hydrant meter, backflow, various appurtenances), the cost of repairs or replacements will be charged to the customer of record (applicant).

Water Department Director

- Tabs: 1. Fire Hydrant Meter Application
2. Construction & Maintenance Related Activities With No Return To Sewer
3. Notice of Discontinuation of Service

APPENDIX

Administering Division: Customer Support Division

Subject Index: Construction Meters
Fire Hydrant
Fire Hydrant Meter Program
Meters, Floating or Vehicle Mounted
Mobile Meter
Program, Fire Hydrant Meter

Distribution: DI Manual Holders



Application For Fire Hydrant Meter

(EXHIBIT A)

For Office Use Only

NS Recd	
Date	

Department METER SHOP 619 527 7449
 2797 Camino Cholas • San Diego, California 92105-5097 FAX 619 527 3125

Application Date:	Requested Install Date:
-------------------	-------------------------

Meter Information

Fire Hydrant Location: (Attach detailed map, Thomas Bros. map location or construction drawing.)

Specific Use of Water:

Any return to Sewer or Storm Drain, if so, explain:

Estimated Duration of Meter Use: Check Box if Reclaimed Water

Company Information

Company Name:

Mailing Address:

City: State: Zip Code: Phone: ()

*Business License #: *Contractor License #:

*A copy of the Contractor's License and/or Business License is required at the time of meter issuance.

Name and Title of Agent: Phone: ()

Site Contact Name and Title: Phone: ()

Pager #: Cell: ()

Responsible Party Name: Title:

Social Security or Cal ID #: Phone: ()

Signature: Date:

Guarantees payment of all charges resulting from the use of this meter. Insures that employees of this organization understand the proper use of Fire Hydrant Meter.

Fire Hydrant Meter Removal Request

Check Box to Request Removal of Above Meter Requested Removal Date:

Provide current Meter location if different from above:

Signature: Title: Date:

Phone: () Pager: ()

For Office Use Only

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter		
CIS Account #:	Deposit Amount: \$	Fees Amount: \$	
Meter Serial #:	Meter Size:	Meter Make & Style:	
Backflow #:	Backflow Size:	Meter Make & Style:	
Name:	Signature:	Date:	

\$1,108.45 - FOR 24 HR INSTALLATION
 \$1,052.26 - FOR 48 HR INSTALLATION

FHM App - Created: 11/2/00-htp

"Exhibit B"

CONSTRUCTION AND MAINTENANCE RELATED ACTIVITIES WITH NO RETURN TO SEWER:

Auto Detailing
Backfilling
Combination Cleaners (Vactors)
Compaction
Concrete Cutters
Construction Trailers
Cross Connection Testing
Dust Control
Flushing Water Mains
Hydro blasting
Hydro Seeding
Irrigation (for establishing irrigation only; not continuing irrigation)
Mixing Concrete
Mobile Car Washing
Special Events
Street Sweeping
Water Tanks
Water Trucks
Window Washing

Note: If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charged.

"Exhibit C"

Date

Name of Responsible Party
Company Name and address
Account Number: _____

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

The authorization for use of Fire Hydrant Meter # _____, located at (Meter location address) ends in 60 days and will be removed on or after (Date authorization expires). Extension requests for an additional 90 days must be submitted in writing for consideration 30 days prior to the discontinuation date. If you require an extension, please refer to the Water Departments', Department Instruction (D.I.) 55.27 for further information and procedure.

Mail your request for an extension to :

City of San Diego, Water Department
Attn: Meter Services
2797 Caminito Chollas
San Diego, Ca. 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant "Hot Line" at: (xxx) xxx-xxxx.

Sincerely,

City of San Diego Water Department



Fire Hydrant Meter Relocate/Removal Request

(EXHIBIT D)

For Office Use Only

NS: Req:	FHM: Req:
Date:	By:

Date:

Instruction: Complete pertinent information then FAX both form and map to (xxx) xxx-xxxx, mail, or hand-deliver to the City of San Diego, Water Department/Meter Shop at: 2707 Caminito Chollas San Diego, CA 92105

Meter Information

Billing Account #:	Requested Move Date:
Current Fire Hydrant Meter Location:	
New Meter Location: (Attach a detailed map, Thomas Bros map location or construction drawing.)	

Company Information

Company Name:			
Mailing Address:			
City:	State:	Zip Code:	Phone: ()
Name and Title of Requestor:			Phone: ()
Site Contact Name and Title:			Phone: ()
Pager #:			Call #:
Responsible Party Name authorizing relocation fee:			
Signature:	Title:	Date:	

Fire Hydrant Meter Removal Request

<input type="checkbox"/> Check Box to Request Removal of Above Meter	Requested Removal Date:	
Provide current Meter location if different from above:		
Signature:	Title:	Date:
Phone: ()	Pager: ()	

For Office Use Only

GIS Account #:	Fees Amount: \$	
Meter Serial #:	Size:	Make/Style:
Backflow #:	Size:	Make/Style:
Name:	Signature:	Date:

FHM Relocate_Removal Form

FHM App Created: 11/2/00-htp

APPENDIX B

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

1. Soil amendment
2. Fiber mulch
3. PVC or PE pipe up to 16 inch diameter
4. Stabilizing emulsion
5. Lime
6. Preformed elastomeric joint seal
7. Plain and fabric reinforced elastomeric bearing pads
8. Steel reinforced elastomeric bearing pads
9. Waterstops (Special Condition)
10. Epoxy coated bar reinforcement
11. Plain and reinforcing steel
12. Structural steel
13. Structural timber and lumber
14. Treated timber and lumber
15. Lumber and timber
16. Aluminum pipe and aluminum pipe arch
17. Corrugated steel pipe and corrugated steel pipe arch
18. Structural metal plate pipe arches and pipe arches
19. Perforated steel pipe
20. Aluminum underdrain pipe
21. Aluminum or steel entrance tapers, pipe downdrains, reducers, coupling bands and slip joints
22. Metal target plates
23. Paint (traffic striping)
24. Conductors
25. Painting of electrical equipment
26. Electrical components
27. Engineering fabric
28. Portland Cement
29. PCC admixtures
30. Minor concrete, asphalt
31. Asphalt (oil)
32. Liquid asphalt emulsion
33. Epoxy

APPENDIX C
SAMPLE CITY INVOICE

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:					
Project Name:						Contractor's Address:					
SAP No. (WBS/IO/CC):											
City Purchase Order No.:						Contractor's Phone #:			Invoice No.		
Resident Engineer (RE):						Contractor's Fax #:			Invoice Date:		
RE Phone#:			RE Fax#:			Contact Name:			Billing Period:		
Item #	Item Description	Contract Authorization				Previous Estimate		This Estimate		Totals to Date	
		Unit	Qty	Price	Extension	%/QTY	Amount	%/QTY	Amount	%/QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	\$80,000.00	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00						
CHANGE ORDERS											
Change Order 1			4,890								
Items 1-4					\$11,250.00						
Item 5-Deduct Bid Item 3		LF	120	-\$53.00	(\$6,360.00)						
Change Order 2			160,480								
Items 1-3					\$95,000.00						
Item 4 Deduct Bid Item 1		LF	380	-\$340.00	(\$12,920.00)						
Item 5-Increase bid Item 9		LF	8	\$9,800.00	\$78,400.00						
Change Order 3 (Close Out)			121,500								
Item 1 Deduct Bid Item 3			53	-\$500.00	(\$26,500.00)						
Item 2 Deduct Bid Item 4		LS	-1	45,000.00	(\$45,000.00)						
Items 3-9			1	-\$50,500.00	(\$50,500.00)						
SUMMARY							Total This	\$ -	Total Billed	\$0.00	
A. Original Contract Amount						Retention and/or Escrow Payment Schedule					
B. Approved Change Order 1 Thru 3						Total Retention Required as of this billing					
C. Total Authorized Amount (A+B)						Previous Retention Withheld in PO or in Escrow					
D. Total Billed to Date						Add'l Amt to Withhold in PO/Transfer in Escrow:					
E. Less Total Retention (5% of D)						Amt to Release to Contractor from PO/Escrow:					
F. Less Total Previous Payments											
G. Payment Due Less Retention						Contractor Signature and Date:					
H. Remaining Authorized Amount											

APPENDIX D

HAZARDOUS LABEL/FORMS

Per City and County Plan Check Requirements

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).

Questions for Incident Assessment:

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Did anyone, other than employees in the immediate area of the release, evacuate? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Did the release cause off-site damage to public or private property? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is the release greater than or equal to a reportable quantity (RQ)? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Was there an uncontrolled or unpermitted release to the air? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements? | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent? | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)? | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment? | <input type="checkbox"/> | <input type="checkbox"/> |

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

Call 911 in an emergency

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a “no” response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

¹ This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements.

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

Date/Time Discovered	Date/Time Discharge	Discharge Stopped <input type="checkbox"/> Yes <input type="checkbox"/> No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS)		
Please describe the incident and indicate specific causes and area affected. Photos Attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Indicate actions to be taken to prevent similar releases from occurring in the future.		

2. ADMINISTRATIVE INFORMATION

Supervisor in charge at time of incident:	Phone:
Contact Person:	Phone:

3. CHEMICAL INFORMATION

Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM

A	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER () -	
B	INCIDENT DATE MO DAY YR	TIME OES NOTIFIED (use 24 hr time)	OES CONTROL NO.
C	INCIDENT ADDRESS LOCATION	CITY / COMMUNITY	COUNTY ZIP
D	CHEMICAL OR TRADE NAME (print or type)		CAS Number
E	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>	CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>	
F	PHYSICAL STATE CONTAINED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	PHYSICAL STATE RELEASED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	QUANTITY RELEASED
G	ENVIRONMENTAL CONTAMINATION <input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER	TIME OF RELEASE	DURATION OF RELEASE — DAYS — HOURS — MINUTES
H	ACTIONS TAKEN		
I	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information) <input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____ <input type="checkbox"/> CHRONIC OR DELAYED (explain) _____ <input type="checkbox"/> NOTKNOWN (explain) _____		
J	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS		
K	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)		
L	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete. REPORTING FACILITY REPRESENTATIVE (print or type) _____ SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____		

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

BASIC INSTRUCTIONS:

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

SPECIFIC INSTRUCTIONS:

Block A: Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

Block B: Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

Block C: Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

Block D: Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

Block E: Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

Block F: Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

Block G: Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

Block H: List any additional pertinent information.

Block I: Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

MAIL THE COMPLETED REPORT TO:

**State Emergency Response Commission (SERC)
Attn: Section 304 Reports
Hazardous Materials Unit
3650 Schriever Avenue
Mather, CA 95655**

NOTE: Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.

ATTACHMENT D
CONTRACT FRONT END VOLUME 2

City of San Diego

CITY CONTACT: DAMIAN SINGLETON - Contract Specialist, Email: dsingleton@sandiego.gov
Phone: (619) 533-3482, Fax: (619) 533-3633

ADDENDUM "1"

REQUEST FOR PROPOSAL (RFP)



FOR

DESIGN AND INSTALLATION OF EMERGENCY GENERATORS FOR WASTEWATER FACILITIES DESIGN-BUILD CONTRACT

RFQ NO.: As-Needed Design-Build Service for the Engineering & Capital Projects Department – 4784DB
BID NO.: K-13-5746-DBA-3
TASK ORDER NO.: 11DB03
SAP NO. (WBS/IO/CC): S-12036
CLIENT DEPARTMENT: 2000 / 2011
COUNCIL DISTRICT: CITYWIDE
PROJECT TYPE: HA

PROPOSAL DUE:

12:00 NOON
JANUARY 8, 2013
CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the RFP are hereby made effective as though originally issued with the RFP. The Design-Builders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. CHANGES TO THE REQUEST FOR PROPOSALS

1. To 8. SELECTION AND AWARD SCHEDULE, page 10, item 8.4 Public Ranking Meeting, **DELETE** in its entirety and **SUBSTITUTE** with the following:

8.4. Public Ranking Meeting January 24, 2013

2. To ATTACHMENT A, PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS, section 2. Scope of Work, subitem A1. Sewer Pump Station 1 work includes, **ADD** the following:

17. Provide 14 feet high parameter fencing with a gate and slats to enclose generators and fuel tank.

3. To ATTACHMENT A, PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS, section 2. Scope of Work, subitem A5. North City Water Reclamation Plant work includes, **ADD** the following:

17. Remove obstruction trees in the construction area and provide replacement of the same kind or similar.

4. To ATTACHMENT C, VOLUME 1, NOTICE INVITING BIDS, **ADD** the following:

27. EQUAL OPPORTUNITY. To The WHITEBOOK, Chapter 10, Sections D and E, **DELETE** in their entirety and **SUBSTITUTE** with the following:

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

The Contractor shall include the foregoing clause in all contracts

between the Contractor and Subcontractors and Suppliers.

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

1. The Contractor, Subcontractors and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

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

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

2. If the Contract is competitively solicited, the selected Bidder shall

submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.

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

community organizations.

9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

28. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.

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

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

City of San Diego

CITY CONTACT: DAMIAN SINGLETON - Contract Specialist, Email: dsingleton@sandiego.gov
Phone: (619) 533-3482, Fax: (619) 533-3633

ADDENDUM "2"

REQUEST FOR PROPOSAL (RFP)



FOR

DESIGN AND INSTALLATION OF EMERGENCY GENERATORS FOR WASTEWATER FACILITIES DESIGN-BUILD CONTRACT

RFQ NO.: As-Needed Design-Build Service for the Engineering & Capital Projects Department – 4784DB

BID NO.: K-13-5746-DBA-3

TASK ORDER NO.: 11DB03

SAP NO. (WBS/IO/CC): S-12036

CLIENT DEPARTMENT: 2000 / 2011

COUNCIL DISTRICT: CITYWIDE

PROJECT TYPE: HA

PROPOSAL DUE:

12:00 NOON

JANUARY 30, 2013

CITY OF SAN DIEGO

PUBLIC WORKS DEPARTMENT

1010 SECOND AVENUE, SUITE 1400, MS 614C

SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the RFP are hereby made effective as though originally issued with the RFP. The Design-Builders are reminded that all previous requirements to this solicitation remain in full force and effect.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ABOVE.**

B. CHANGES TO THE REQUEST FOR PROPOSALS

1. To ADDENDUM 1, B. CHANGES TO THE REQUEST FOR PROPOSALS, page 2, item 1, DELETE in its entirety.

2. To 5. SELECTION PROCESS, item 5.1. Technical Proposal Requirements, page 6, sub-item 5.1.2., DELETE in its entirety and SUBSTITUTE with the following:

5.1.2. The Technical Proposal shall be concise and well organized and shall demonstrate the Design-Builder’s qualification and experience applicable to the Project. The Technical Proposal shall be limited to 25 one-sided pages excluding the dividers (8 & ½” x 11”), inclusive of resumes, graphics, forms, pictures photographs, dividers, front and back covers, cover letters, etc. Type size shall be 12 point font and all margins shall be 1 inch.

3. To 8. SELECTION AND AWARD SCHEDULE, page 10, DELETE in its entirety and SUBSTITUTE with the following:

The City anticipates that process for selecting a Design-Builder, and awarding the Contract, will be according to the following tentative schedule:

8.1.	Pre-Proposal Meeting	December 19, 2012
8.2.	Proposal Due Date	January 30, 2013
8.3.	Interviews	February 13, 2013
8.4.	Public Ranking Meeting	February 27, 2013
8.5.	Selection and Notification	March 18, 2013
8.6.	Receipt of Bonds and Insurance Certificates	April 18, 2013

4. To 10. SPECIAL CONDITIONS, 10.10. Project Schedule, page 13, sub-items 10.10.1.a. and 10.10.b., DELETE in their entirety and SUBSTITUTE with the following:

- a. Issue Design-Builder NTPMay 2, 2013
- b. Approve project schedule (Primavera)May 6, 2013

Tony Heinrichs, Director
Public Works Department

Dated: *January 4, 2013*
San Diego, California
TH/NB/egz

City of San Diego

CITY CONTACT: DAMIAN SINGLETON - Contract Specialist, Email: dsingleton@sandiego.gov
Phone: (619) 533-3482, Fax: (619) 533-3633

ADDENDUM "3"

REQUEST FOR PROPOSAL (RFP)



FOR

DESIGN AND INSTALLATION OF EMERGENCY GENERATORS FOR WASTEWATER FACILITIES DESIGN-BUILD CONTRACT

RFQ NO.: As-Needed Design-Build Service for the Engineering & Capital Projects Department – 4784DB
BID NO.: K-13-5746-DBA-3
TASK ORDER NO.: 11DB03
SAP NO. (WBS/IO/CC): S-12036
CLIENT DEPARTMENT: 2000 / 2011
COUNCIL DISTRICT: CITYWIDE
PROJECT TYPE: HA

PROPOSAL DUE:

12:00 NOON
JANUARY 30, 2013
CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the RFP are hereby made effective as though originally issued with the RFP. The Design-Builders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. ADDENDUM 2

1. To ADDENDUM 2, B. CHANGES TO THE REQUEST FOR PROPOSALS, page 2, Item 4., ADD the following:

(Phase 1 for SPS 1, 64, 65, PQ):

- c. City Receives 60% Design for Comments..... July 21, 2013
- d. Contractor Receives DSD, fire hazardous materials
Permits required for construction..... January 09, 2014
- e. Construction Notice to Proceed January 14, 2014
- f. Issue Notice of Completion October 30, 2014

(Phase 2 for NC and EMTS):

- c. City Receives 60% Design for Comments..... August 26, 2013
- d. Contractor Receives DSD, fire hazardous materials
Permits required for construction..... February 27, 2014
- e. Construction Notice to Proceed March 07, 2014
- f. Issue Notice of Completion October 30, 2014

C. CHANGES TO THE REQUEST FOR PROPOSALS

1. To RFP, 10. Special Conditions, subsection 10.10 Project Schedule, page 13, 10.10.1, DELETE sub-items c. through f. in their entirety.

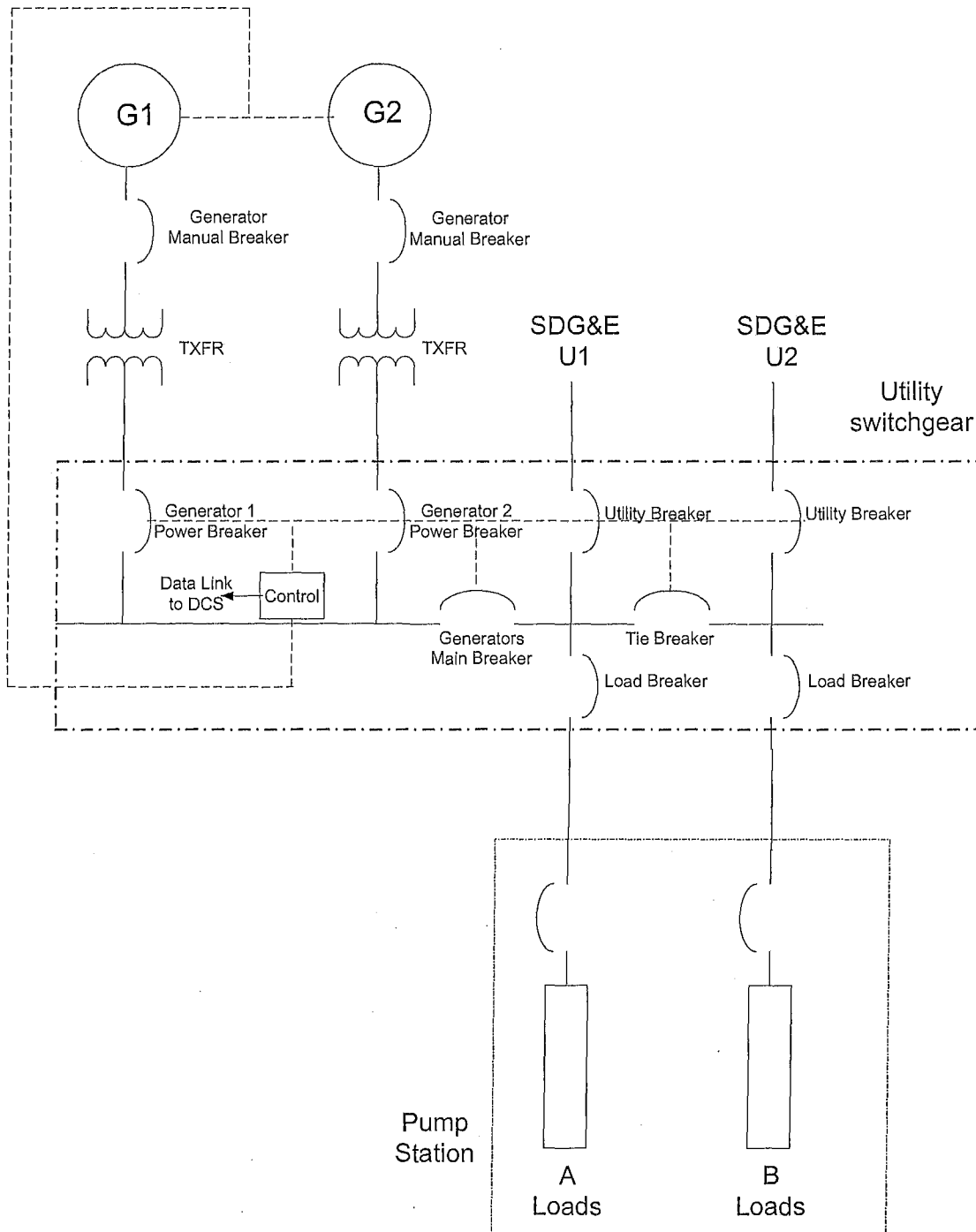
2. To ATTACHMENT A, PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS, 2. Scope of Work, page 15, sub-item A., DELETE 2nd Paragraph and SUBSTITUTE with the following:

The back-up generators shall automatically start and transfer load on loss of utility feed or on command from the Distributed Control System (DCS) as specified at each site. See Attachment A - Exhibit 11A, section 16780 - Fiber Optic Conduits Along Pipelines for Standard Specification of DCS conduits require. The AQ 2000 Module connections, arrangement and sites shall be designed so they can be quickly moved off site, except at Sewer Pump Station 64.

3. To ATTACHMENT A, PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS, 3. Reference Standards, page 45, 3.2. Controls and Communications, ADD the following:

b) See Exhibit 10A, Pump Stations 1 and 64 Parallel Connection.

4. To ATTACHMENT A, PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS, ADD "Exhibit 10A, Pump Stations 1 and 64 Parallel Connection", page 4 of 30 as provided in this Addendum.



Pump Stations 1 and 64 Parallel Connection

SECTION 16780 - FIBER OPTIC CONDUITS ALONG PIPELINES

NTS: The bracketed material in this Section pertains to fiber optic cable. If pulling cable furnished by the Control Systems Provider (CSP), Westinghouse, is not the CONTRACTOR'S responsibility, delete everything in square brackets.

Where fiber optic system is required, the DESIGN CONSULTANT shall show the horizontal and vertical alignment of each fiber optic conduit, and location of all fiber optic pull boxes in the Contract Drawings.

PART 1) -- GENERAL

a) WORK OF THIS SECTION

- i) The WORK of this Section includes providing a fiber optic conduit system [including the fiber optic cable (FOC) which will be furnished by the OWNER (FBO). FOC shall be installed only by an OWNER-approved subcontractor.]
- [ii) Fiber optic cable splicing will be performed by a separate Contractor under a separate contract with the OWNER. That separate Contractor will monitor installation of the fiber optic conduit system.]

b) RELATED SECTIONS

- i) The WORK of the following Section from the Green Book applies to the WORK of this Section. Other Sections of the Specifications, not referenced below, shall also apply to the extent required for proper performance of this WORK.

- (1) Earthwork

c) SHOP DRAWINGS AND SAMPLES

- i) The following shall be submitted in compliance with Submittal Section:
 - (1) Catalog Data: Catalog data on conduit system, pull boxes, conduit fittings, conduit sealant, pull rope, identification tape, warning signs.
 - (2) Detailed bill of materials.
 - (3) Drawings indicating the locations of all pull boxes with station numbers.
 - [(4) Catalog data on all testing devices proposed for use plus certifications of accuracy, calibration, and traceability to standards of the National Institute for Standards and Testing.]
 - [(5) Cable pulling calculations for all conduit runs. Indicate on the submittal any additional pull boxes that are required, including station number and a written description of the location.]
 - [(6) A cable pulling and splicing work plan shall be submitted a minimum of 45 days prior to the planned initiation of cable pulling. The cable pulling and splicing work plan must be approved a minimum of 15 days prior to pulling cable. Work plan shall include the following:

FIBER OPTIC CONDUITS ALONG PIPELINES 16780-1

- (a) Pull tension calculations
- (b) Detailed description of pull operation methods for all conduit runs
- (c) Tools and equipment to be used for cable installation and testing
- (d) Physical location of equipment setup and type
- (e) Exact location of splice points
- (f) Safety and manual assist cable pulling operations
- (g) Detailed schedule for pulling and testing cables]

[(7) Information on at least one successfully performing fiber optic cable installation of comparable size and complexity installed in the recent past with name, address, and telephone number of facility owner, name of project and completion date, and type of conduit system and length of cable pulled.]

[(8) The name and qualifications of the supervisory personnel that will be directly responsible for the installation of the conduit system.]

(d) **QUALIFICATIONS, APPROVAL AND DOCUMENTATION OF FOC PULLING SUBCONTRACTORS**

NTS: The DESIGN CONSULTANT shall submit a list of pre-approved FOC Pulling Subcontractors to the OWNER. The list shall include the name, address, telephone number, and a brief description of the type of work performed. The DESIGN CONSULTANT shall submit the list to the OWNER for approval. The list shall be submitted to the City before this Notice is to be advertised for bids.

i) **Pre-Approved FOC Pulling Subcontractors**

- [(1)]
- [(2)]
- [3. or equal]

NTS: In paragraph "B" below, define the terms "comparable size and complexity" for the fiber optic cable. Requiring experience of more than one successful project requires sound justification and prior written approval from the City's Project Manager.

ii) **Qualifications of FOC Pulling Subcontractor:** Firm with at least one successful installation of cable systems of size and complexity comparable to this project.

iii) **Approval**

- (1) Unless bidders select a pre-approved cable pulling subcontractor, bidders shall be prepared to submit the name and documented qualifications of the subcontractor proposed for pulling the cable. The OWNER will review and approve the proposed selection by the apparent low bidder. In the case where the OWNER does not approve the proposed selection, the apparent low bidder shall select one of the pre-approved subcontractors listed above at no increase in the bid price(s) or the Contract Price.
- (2) Documentation to be submitted by the apparent low bidder

FIBER OPTIC CONDUITS ALONG PIPELINES 16780-2

- (a) Documentation indicating that the proposed subcontractor has at least one successful installation of cable of comparable size and complexity.
- (b) The name and address of the owner and location and completion date of each project listed above.
- (c) A copy of a current Dunn and Bradstreet report, or equivalent, indicating the financial state of the proposed subcontractor firm.]

PART 2) -- PRODUCTS

a) MATERIALS

- i) **Conduit:** Four (4) inch diameter PVC conduit, stiffness of DB-60, in accordance with ASTM F 512-Smooth-Wall Poly (Vinyl Chloride)(PVC) Conduit and Fittings for Underground Installation. This conduit is non-pressure PVC pipe, but it has adequate stiffness for direct burial usage without encasement in concrete.
- ii) **Pull Boxes:** Pull boxes shall be approximately 32 inches wide by 49-5/8 inches long by 36 inches deep, designed for H-20 traffic loading unless otherwise indicated. Covers shall be galvanized steel with the words "Fiber Optics" in raised letters on the upper surface. Covers shall have locking devices and form a watertight seal to prevent surface water from entering. Knockouts in the sidewalls shall permit underground conduit side entry and exit. Provide **George Ingraham, Vikamatic** or equal.
- iii) **Conduit Sealant:** **Semco** duct sealing compound or equal.
- iv) **Identification Tape:** A 6 inch wide magnetically detectable warning tape with orange protective polyethylene jacket resistant to alkalis, acids, and other destructive elements shall be installed beside the warning tape for the pipeline along the entire length of the conduit route. The polyethylene tape shall be continuously imprinted "CAUTION-FIBER OPTIC CABLE". The warning tape shall be **Teletrace by George Ingraham, Vikamatic**, or equal.
- v) **Pull Rope:** Low friction, polyethylene jacketed polypropylene rope with 1800 psi tensile strength. Provide **Vikamatic "Fiber Glide"** or equal.
- [vi) **Fiber Optic Cable:** The following specifications are representative of the FOC, but due to variations between cable manufacturing runs and manufacturers, the OWNER anticipates that the properties of the FOC may vary by as much as 25%. [The CONTRACTOR shall include in the bid all costs associated with the installation of FOC.]
 - (1) Outdoor, buried cable rated
 - (2) Tight buffered
 - (3) Single mode suitable for FDDI
 - (4) 8.3 microns core diameter
 - (5) 125 microns cladding diameter
 - (6) 500 microns coating diameter
 - (7) 900 microns tight buffer diameter
 - (8) 24 optical glass fibers encased in primary polymer buffer
 - (9) Primary buffer encased in a secondary hard elastomeric polymer buffer
 - (10) Weight of 60 kg/km

FIBER OPTIC CONDUITS ALONG PIPELINES 16780-3

- (11) Minimum bend radius during installation = 20 times outside diameter
- (12) Minimum bend radius under long-term tensile load = 10 times outside diameter
- (13) Outer diameter 8.0 mm
- (14) Tensile pull strength rating of 600 lbs.]

[vii) The FOC will be shipped on reels which have approximately 4,000 to 6,000 feet of cable without splice. [FOC reels will be labeled to identify CONTRACTOR, contract number, cable descriptions, reel number, and the start and end footage markings.]]

PART 3) -- EXECUTION

a) CONDUIT INSTALLATION

- i) Conduits shall be installed on one side of the trench, at least 2 inches and not more than 12 inches from the trench wall, at a depth of 3 to 4 feet below grade along the entire pipeline route. The conduit shall not cross over the pipe.
- ii) Conduits shall clear concrete structures and vaults associated with the pipeline by a minimum of one foot.
- iii) The conduit shall gradually and smoothly slope up to the elevation of the pull box entrance. Use of manufactured bends shall be limited to an absolute minimum. Factory bends, if required, shall be no more than 22-1/2 degrees.
- iv) Conduit sections shall be joined in accordance with the Manufacturers' recommendations. All joints shall be watertight.
- v) CONTRACTOR shall install pull rope in the conduit.
- vi) Conduits entering pull boxes shall be capped or sealed watertight.
- vii) Bedding and backfill shall be select sand in accordance with Earthwork Section, placed at least 4 inches thick below and above the conduit, compacted to at least 90 percent maximum density.
- viii) Conduit shall be installed in the annular space between the carrier pipe and the casing or tunnel liner for all two-pass tunnel or jack and bore sections of the pipeline alignment.

b) PULL BOXES

i) Field Location of Pull Boxes

- (1) The drawings diagrammatically indicate the desired location of pull boxes, conduit runs and other items. Exact locations shall be determined by the CONTRACTOR based on physical size and arrangement of equipment, finished elevations, calculated cable pulling tensions, field obstructions, and the criteria below. Locations shown on the drawings should be followed as closely as possible; however, pull boxes shall be located according to the following criteria:
 - (a) At no point shall the cable pulling tension exceed 600 pounds. If cable pulling tension is calculated to exceed 600 pounds, additional pull boxes shall be provided at no extra cost to the OWNER.

FIBER OPTIC CONDUITS ALONG PIPELINES 16780-4

- (b) The maximum distance between any two pull boxes shall not exceed 1,200 feet.
- (c) Within the 1,200-foot distance, the CONTRACTOR shall install pull boxes at locations wherever the cumulative change of direction of the conduit exceeds 180 degrees.
- (d) The minimum bending radius for conduit shall be 3 feet.
- (e) A pull box shall be installed on one side of a tunneled crossing. However, for any crossing which requires more than 180 degrees of conduit bends to account for elevation differences or route adjustments, a pull box shall be installed on both sides of the crossing.
- (f) Pull boxes shall be installed a minimum of 12 inches from all structures.

ii) **Construction**

- (1) The CONTRACTOR shall install the pull box covers so that the top of the cover is flush with the restored pavement. Pull boxes installed in soil areas shall be installed so that the top of the cover is at least one inch but not more than 4 inches above the final grade level of the restored surface to prevent accumulation of dirt, silt and debris on the top of the hand hole cover.
- (2) CONTRACTOR shall perform conduit integrity tests for each section between the pull boxes after backfilling and compaction using the test and procedures described in this Section. These tests shall be performed prior to installation of the pull rope.
- (3) Pull box conduit entries shall be sealed with mortar to prevent the intrusion of water and debris into the pull boxes.
- (4) Pull boxes shall be installed on a compacted level foundation consisting of 4 inches of granular material complying with Earthwork Section from the Green Book.
- (5) Backfilling around pull boxes shall not be done until mortar sealant has thoroughly set.
- (6) Compaction around pull boxes and associated details shall be performed in accordance with Earthwork Section from the Green Book.
- (7) Upon final acceptance of the conduit system all pull boxes shall be free of debris and water, and be ready for cable installation.

c) **MODIFICATIONS**

- i) All dimensions and exact locations of underground substructures shall be field verified. Minor changes in locations of pull boxes which result in no additional costs for material or labor shall be made at no additional cost to the OWNER. However, the CONTRACTOR shall prepare proposals consisting of detailed material lists, cost estimates, and schedules for rerouting the conduit around existing unforeseen underground utilities and structures which result in additional cost. The CONSTRUCTION MANAGER will consider the proposals in accordance with the change provisions of the General Conditions.
- ii) The CONTRACTOR shall consider the following when preparing proposals:

FIBER OPTIC CONDUITS ALONG PIPELINES 16780-5

- (1) Manufactured bends shall be minimized
- (2) Required bends shall be less than 22-1/2 degrees
- (3) Clearances between conduits and other structures shall be:

<u>Structures</u>	<u>Minimum Separations</u>
Power or other foreign conduit	12 inches
Pipe for gas, oil, water, sewage	6 inches when crossing: 12 inches when parallel

[d] CABLE MARKER SIGNS

- i) The CONTRACTOR shall also install marker signs for fiber optic cable on all marker posts for the pipeline as indicated.]

e) CONDUIT SYSTEM CLEANING AND TESTING

- i) Following the backfill placement and compaction, all conduits shall be cleared of loose material by brush and compressed air.
- ii) Conduit shall be tested for leakage by air testing at 5 psi, maintaining the pressure for one hour without showing any leakage.
- iii) Following the leakage test, a test mandrel 3/8 inch smaller than the inside diameter shall be passed through all conduits to detect alignment and deformation problems. Mandrel shall be passed in both directions.
- iv) Cleaning and testing of the conduit shall be performed by the CONTRACTOR and witnessed by the CONSTRUCTION MANAGER. The cleaning and testing operation shall be conducted for each conduit section between adjacent pull boxes, a section at a time, for the entire route. The results of tests shall be documented by the CONTRACTOR and signed by the CONSTRUCTION MANAGER and the CONTRACTOR.
- v) The CONTRACTOR shall provide a five-day advance notice of the schedule and location of test to the CONSTRUCTION MANAGER.
- vi) The CONTRACTOR shall remove and replace conduit which fails either test and shall repeat the test.

[f] FIBER OPTIC CABLE INSTALLATION REQUIREMENTS

- i) FOC shall be installed in continuous lengths without intermediate splices. The cable installation personnel shall be experienced with specific knowledge of the cable manufacturer's recommended procedures, and as a minimum shall conduct their work to conform to the following:
 - (1) The FOC's strength elements shall be properly attached to a 600 lb breakaway swivel using Kellums pulling grips.

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- (2) Cable tensile limits and tension monitoring devices shall not exceed cable pull tension and bend limits.
 - (3) All conduits shall be constantly lubricated during the pulling procedures.
 - (4) Each pull box shall contain extra FOC for pull box slack.
- ii) The CONTRACTOR shall conform to the cable manufacturer's specifications, practices, and the following requirements:
- (1) When power equipment is used to install fiber optic cables, low speeds shall be used so that a rate of 30 meters per minute is not exceeded. The tensile and bending limitation for fiber optic cables shall not be exceeded under any circumstances. Large diameter wheels, pulling sheaves, and cable guides shall be used to maintain the specified bending radius. Tension monitoring shall be accomplished using commercial dynamometers or load-cell instruments.
 - (2) All conduits shall be cleaned and tested prior to installation.
 - (3) All conduits shall have a lubricant applied at each conduit ingress and egress location and during the pull operation. Lubricant shall be **Polywater Type 5**, or equal.
 - (4) FOC shall be installed using a hydraulic capstan or winch equipped with a recording running line dynamometer graph which measures and records pulling tensions. All equipment shall be designed to prevent a preset pulling tension from being exceeded. The pulling tension setpoint shall be determined by the FOC manufacturer. If during the pulling operation excessive tension is detected, all operations shall cease and the CONSTRUCTION MANAGER shall be notified.
 - (5) All pulls shall be documented by a graph which is annotated with the following information:
 - (a) Reel number
 - (b) Station from and station to
 - (c) Date and time
 - (d) Explanations of abnormalities in readings or interruptions
 - (e) Sign-off by CONTRACTOR and CONSTRUCTION MANAGER
 - (6) Under no conditions shall the FOC be left exposed or unattended.
- iii) All FOC splicing will be performed by others.
- iv) After the cables are installed and spliced, they shall be racked and spare conduits sealed. A minimum of 30 feet of FOC shall be stored at each end of one splice. Racking shall conform to the following:
- (1) Cables shall be loosely secured in racked position with **Ty-Raps** or equal.
 - (2) Imprinted plastic coated cloth identification/warning tags shall be securely attached to the cables in at least two locations in each handhole. Tags shall be by **Brady** or **Thomas & Betts**.

- (3) All coiled cable shall be suitably protected to prevent damage to the cable and fibers. Racking shall include securing cables to brackets and racking hardware that extend from the sidewalls of the handhole.
- (4) When all cables at each handhole are securely racked, unused conduits and void areas around conduit containing cables shall be sealed using the Semco or equal material.]

[g] FOC TESTING

- i) **General:** The CONTRACTOR shall perform pre-installation and post-installation FOC tests. The CONSTRUCTION MANAGER shall be notified a minimum of 10 days in advance so that these tests are witnessed. All test equipment shall be traceable to NIST standards.
- ii) **Test equipment:** The CONTRACTOR shall use the following to perform pre-installation and post-installation FOC tests:
 - (1) Optical time domain reflectometer (OTDR). The OTDR shall be laser precision, **ALT Inc MODEL 5200 LRFL**, or equal.
- iii) **Pre-installation tests**
 - (1) The purpose of these tests is to perform acceptance tests on the cable prior to installation to verify that the cable conforms to the manufacturer's specifications, and is free of defects, breaks and damages by transportation and manufacturing processes. The tests shall certify continuity and attenuation or loss for each fiber on each reel and document results of physical inspections to identify any cable and reel damage conditions and any deviations from the manufacturer's specifications.
 - (2) The CONTRACTOR shall perform tests on all reels of cable. The CONSTRUCTION MANAGER shall be notified a minimum of 15 days prior to any test.
 - (3) The CONTRACTOR shall document each test and submit the report to the CONSTRUCTION MANAGER for review. Documentation shall consist of both hard copy and 3-1/2 inch electronic disk complete with all application software.
 - (4) Cable shall not be installed until the CONSTRUCTION MANAGER has reviewed the test report.
- iv) **Post-installation tests:** After FOC has been installed but prior to splicing, the following tests shall be performed:
 - (1) A recording OTDR shall be utilized to test for end-to-end continuity and attenuation of each optical fiber. The OTDR shall be equipped with a 1300 nm and 1550 nm light source for the single mode fiber (SMF). The OTDR shall have an X-Y plotter to provide a hard copy record of each trace of each fiber. The OTDR shall be equipped with sufficient internal masking to allow the entire cable section to be tested. This may be achieved by using an optical fiber pigtail of 30 feet or more to display the required cable section.
 - (2) The OTDR shall be calibrated for the correct index of refraction to provide proper length measurement for the known length of reference fiber.

FIBER OPTIC CONDUITS ALONG PIPELINES 16780-8

- (3) A transmission test shall be performed with the use of a 1300 and 1550 nm stabilized light sources and 1300 nm/1550 nm power meters for SMF. This test shall be conducted in both directions on each fiber of each cable.
- (4) Hard and electronic copy of test documentation shall be submitted to the CONSTRUCTION MANAGER. The CONTRACTOR shall compare the pre-installation test results to the post-installation results. If a deviation of greater than one db occurs, the CONSTRUCTION MANAGER shall be notified in writing by the CONTRACTOR, and the cable shall be removed and replaced at no additional cost to the OWNER.]
- (5) Upon completion of the previous tests and all splicing operations, all FOC coils shall be secured with ends capped to prevent intrusion of dirt and water.

3.8 RECORD DRAWINGS

- A. In compliance with Project Closeout Section from the Green
- B. book, the CONTRACTOR shall upon completing the construction of the fiber optic system, submit to the CITY Record Drawings showing the following:
 1. Horizontal alignment of fiber optic conduit
 2. Vertical alignment of fiber optic conduit
 3. Location of all pull boxes using Station Number, and the exact Northing and Easting of each pull box using the North American Datum (NAD) 83 coordinate system.

** END OF SECTION **

FIBER OPTIC CONDUITS ALONG PIPELINES 16780-9

APPENDIX E

Pre-Bid Job Sites Walk Questions and Others Received from Proposers

Design and Installation of Emergency Generators for Wastewater Facilities
Design-Build Bid Contract: K-13-5746-DBA-3
December 19, 2012
Pre-Bid Job Sites Walk Questions and Others Received from Proposers

General

- 1) Who does the interviews and who leads? How long do we have Time?

Answer: The interviews are organized and conducted by the Project Manager. "Section 5.5.1 – Technical Presentation" of the RFP depicts the duration of presentations given by the Design-Builders.

- 2) How many pages are the proposals to be?

Answer: The Technical Proposal shall be concise and well organized and shall demonstrate the Design-Builder's qualification and experience applicable to the Project. The Technical Proposal shall be limited to 25 one-sided pages excluding the dividers (8 & ½" x 11"), inclusive of resumes, graphics, forms, pictures photographs, dividers, front and back covers, cover letters, etc. Type size shall be 12 point font and all margins shall be 1 inch.

- 3) What happens if the City Equipment fails? What will the City be responsible for?

Answer: The City will be responsible for the equipment and materials it supplied up to the point it has been tested and confirmed adequate for use by the Design-Build contractor as witnessed by the City. The City will deal directly with the material supplier on warrantee issues.

- 4) Will there be a 2nd Job Sites walk?

Answer: No.

- 5) Do you have to be at today's Job Site walk to Bid?

Answer: Yes.

- 6) Are CAD drawings available for all sites?

Answer: City will provide available CAD drawings (most will be in Micro Station) after the project is awarded. The 10% design drawings are available in Micro Station. Not all City drawings are available in electronic CAD files for some of the sites were designed prior to electronic drafting (PS 1 and 64) but recent projects at those sites were done electronically.

- 7) Will the City pay required SDG&E fees?

Answer: Yes

8) Would you ever close the electrical tiebreakers between the A and B buss?

Answer: Depends on site. The tiebreakers cannot be closed when two sources of utility power are connected to the site.

9) At the two sites that have two generators (PS1 and 64), are the two generators to run in parallel in island mode?

Answer: Yes. Generators shall be tied to the new utility switchgear and run in parallel during power outages and reconnect to utility grid after outage, automatically, at these two sites. See attached schematic or Attachment A, Exhibit 5A for PS 1 & 64 Parallel Connection of generators.

10) Who designs the 5kV connections?

Answer: Design-Builder. See Attachment A, Exhibit 5A for connection information by site.

11) Will the City remove existing trench plates over temporary cable trenches and patch the asphalt?

Answer: Yes.

12) How long can the existing generators run on their current tanks before the need to be refueled?

Answer: About nine hours.

13) Who will provide the fuel if the generator needs to be refueled?

Answer: Design-Builder shall make all arrangements for any use of fuel by the generators caused by the construction of this project. The XQ 2000 modules shall be topped off before the City fills the auxiliary storage tanks prior to acceptance. The City will purchase the fuel to fill the new storage tanks provided by the Design-Builder.

14) How long can a generator outage occur?

Answer: The generators may be out of service and unavailable to the facilities they service for no more than 48 hours. Such outages shall be scheduled 2 weeks in advance and confirmed 48 hours in advance.

15) Will the temporary cables be HOT?

Answer: All temporary 480V cables should be considered HOT for the 480V supply locations.

- 16) Where is the tie-in to the engine for the re-heat loop? How many block heaters are there? What is the electrical rating?

Answer: The tie-in points were shown at PS64. Each unit has one block heater. The air source heat pump will be tied into the block heater. The generator electric resistant block heater is 9000W, 230V. See Scope of Work Attachment A, Exhibit 8A.

- 17) Who is manufacturer of the Air source Heat Pump block heaters that City installed? Who is the local representative? Who installed them? What is the Model number of the heat pumps installed?

Answer: The installed heat pumps are manufactured by Climate-master. The local representative is GalexC Corporate Conservation. Heat pumps were installed by Global Power Group, Inc. The Model Number is TSV024AGXX5CLTA.

- 18) How is the size of the Heat Pump determined? What is the horse power and breaker size for the Heat Pump?

Answer: Generator sizes between 1MW to 2MW use 2-Ton Heat Pumps, and generators sized under 1MW use 1-Ton Heat Pumps. The 2-Ton heat pump units are electrically rated at 2 KW.

- 19) Do heat pumps and electric resistant block heaters ever operate at the same time?

Answer: No. The heat pump and the electric resistant block heater both run off the same breaker.

- 20) Who will remove the temporary items that are installed at all sites?

Answer: The contractor shall take out any temporary items as needed to perform the work required by this Contract. The remaining items will be removed by the City.

- 21) Are all of the available cables available for use by the Design-Builder?

Answer: All the cables purchased by the City for the temporary installations are available for the Design-Builder to use. The Design-Builder shall test them before usage. They do not need to be used at the sites they are stored at currently.

- 22) Can the Design-Builder use the protective cable boxes used on the bottom of the PQPS and PS 65 generators?

Answer: Yes, however they are not UL listed and may not meet code requirements.

23) What sites will require QLC cards for DCS communications and what site will use ethernet connection? Will there be an allowance for purchase of QLC cards?

Answer: The City will provide the QLC/ RLC cards and program the DCS. Design builder shall provide a converter box and tie-in at generators to go from rs232-to-fiber (or rs485-to-fiber, whichever is available) on the generator end, fiber optic conduits from generators and switchgear to DCS end, a fiber-to-rs232 converter box to interface with the QLC/RLC cards located in the I/O chassis of the DCS cabinets. See table. All others communication requirements shall be met by Design-Builder.

Site	Locations of point of connection to DCS/PLC (show on drawing)	Type of Connection
PS 1	See drawings	New RLC card required
PS 64	See drawings	New QLC card required
PS 65	See drawings	Design-Builder is to Connect generator control panel communication to existing PLC and program PLC to receive generator data
PQPS	See drawings	New QLC card required
NCWRP	See drawings	New QLC card required
EMTS Lab	Not Applicable	No DCS presence on-site. Interface needed to building's alarm system.

24) The owner supplied equipment list indicates the medium voltage Fused disconnects for both PS64 and PS1. They are not shown on the drawings. Where are they to be located?

Answer: Drawings have been revised to indicate the location of the fused disconnect switches; see Attachment A, Exhibit 5A.

25) Please clarify if we are allowed to use the existing connected generators for primary power during the replacement of main switchboards at those locations requiring new electric service. The electrical outage durations will necessarily be longer than these sites can be without power.

Answer: When it cannot be avoided and neither side of the switchboards is powered by SDG&E, the generator(s) can be used to power the pump stations to prevent spills.

26) Please confirm that the City will provide all of the medium voltage cables as noted on the one-line diagrams for PS 64 and the NCWRP. During the site visit yesterday, at PS 64 it was noted that there were 12 reels of cable on site, while 24 cables are required at this location (refer to Attachment A, Exhibit 5A drawings). Also, Attachment A, Exhibit 3A indicates that the City will furnish 2 sets of 12 cables (total of 24 cables) at PS 64.

Answer: See cables inventory schedule updated for all sites.

The City provided cables available for use are as following:

Site	Type	Length
PS 1	2/0, 5kV, MV105	6x100 feet, 6x120 feet
PS 64	2/0, 5kV, MV105	12x170 feet
PS 65	2000V portable cable	24x150 feet
PQPS	2000V portable cable	24x120 feet
NCWRP	2/0, 5kV, MV105	6x80 feet
EMTS Lab	none	none

27) During the site visit, it was mentioned that Air Sourced Heat Pumps (ASHP) will be required at all of the new generators and the Design-Builder will be responsible for furnishing them. We could not find this requirement listed in any of the RFP documents. Also, please clarify if a 2-ton ASHP unit will provide heat for one or two of the 2000 KW generators.

Answer: See section 4 of the Pre-Design & Bridging Documents in Attachment A and additional answers for questions 17, 18 and 19.

28) During the site visit, we discussed the use of the factory provided block heaters in conjunction with an ASHP to minimize the consumption of electricity. However, we noted that in at least one location (EMTS Lab) the ASHP was fed from the block heater circuit. Please clarify if this is the intended or preferred installation protocol.

Answer: The Air Source Heat Pump fed from the block heater circuit is the preferred way of installation. See answers to questions 17, 18 and 19.

29) During the site visit, the subject of DCS system connection was discussed. We could not find this requirement listed in any of the RFP documents. Please advise if connection to the DCS system is required, and if so, please provide specifications and/or details of what is required.

Answer: Connection to the facilities DCS system is required at all project sites except the EMTS Lab. At PS 65 generator alarms and status of breakers communicates shall be reported and tie-in to existing PLC panels. At the EMTS Lab, the generator alarm system shall report start up and run condition or a general fault to the building's alarm system. Fiber-optic conduits specification, 16780-05, is provided as part of the addendum 3.

30) What is the allowable down time on each circuit?

Answer: As long as one SDG&E circuit is available and the generators are available, each individual SDG&E circuit can be down for one week with prior approval and scheduling with the City.

31) How long can each facility be without electrical power?

Answer: All complete facility outages shall be required to be scheduled during dry weather conditions, 2 weeks in advance and confirmed 48 hours in advance. All facility outages shall be performed at night start at about 11:00pm for preparation and shutdown start at 1:00am the earliest.

Site	Prefer Outage Time for Power Switchover (24 hour clock)	Critical Load Require Backup During Outage
PS 1	0100-0500	None
PS 64	0100-0500	None
PS 65	0100-0500	None
PQPS	0100-0500	None
NCWRP Sub Station 64	No plant wide outage is expected or may require during the generator installation. USS 64 can be without power from 05:30 – 13:00.	
EMTS Lab	Weekend on 2 nd or 3 rd week of the month	A 50kW rental generator will be needed during total off hour outage to power plug-in refrigerators and other plug-in appliances and to connect to breakers of two refrigeration systems ventilation units, etc.

32) If available, please provide record or as-built drawings for each pump station. The RFP included as-builts for the EMTS Lab but not for any other locations.

Answer: Existing as-builts of facilities for the project are available in PDF format in Attachment A, Exhibit 6A at <ftp://ftp.sannet.gov/OUT/BUGs-RFP-Attachments/>.

33) Are there any short circuit/coordination studies available for the various sites? We recognize that we will be required to do new studies for our work, but the existence of old studies could serve as the basis for the new studies.

Answer: The short circuit studies are available for PS1 and NCWRP. The City will pursue short circuit study documents for the rest of the project sites before commencing the design.

34) Please clarify if closed transition is preferred or required.

Answer: Closed transition power transfer is required at all sites except NCWRP.

35) Please clarify if bypass isolation is preferred or required.

Answer: Bypass isolation switches are required for ATS at SPS 65 and PQPS and EMTS Lab.

36) What is the intent for medium voltage circuit breaker relay protection? Are devices such as SEL-351S relays desired?

Answer: Design builder shall provide protection, metering, and automated switching control for facilities electrical switchgear to response to electrical outage and to parallel with utility to restore normal power in a “bumbles” transition.

37) Please confirm that the CEC 2008 is the code in effect for this project.

Answer: Design-Builder shall comply with the current adopted CEC by the City of San Diego Development Services Department at the time the drawings are submitted. As of this date it is CEC 2010.

38) The CEC 2011 requires primary disconnects for transformers. Will this be enforced for this project?

Answer: See Question Number 37.

39) Please address the current status of the APCD permits and clarify which facilities have received construction and standby approval. If possible please forward copies of the permit approvals. Also, please elaborate on the permit requirements for the existing 2 MW generator at PS 64.

Answer: The City now has authority to construct (ATC) for the APCD permits for PS1, PS65, PQPS, NCWRP and PS64. The EMTS Lab’s APCD permit will be applied for during the design process, once the generator specifications are finalized. The City will coordinate with the APCD and pay the fees. See Attachment A, Exhibit 10A for current ATC record.

40) Please clarify the EOCP requirements under 2.4.1. Specific percentages are listed as mandatory for SLBE (8.7%) and ELBE (13.6%) totaling 22.3%. However, a statement was made during the Pre-Bid meeting that the percentage breakdown can be obtained by use of ELBE, SLBE DVBE and DBE certified firms, not just the SLBE and ELBE firms.

Answer: Section 2.4.1 (pg.5 – Volume 1) “...For the purpose of achieving the mandatory subcontractor participation percentages, a **recommended** breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages”

41) a) Does the City have an example of the sheet metal wheel covers that are specified to cover the wheels of the generator trailer? b) Is a cover that encases the full axle and all wheels as one unit acceptable? This would minimize the time for removal if the unit has to be relocated.

Answer: a) No, City does not have an example of the sheet metal wheel covers that are specified to cover the wheels of the generator trailer.

b) Yes, as long as it is light enough and design so no more than two people are needed to remove them.

42) Please clarify the date for the Public Ranking Meeting. It was noted during the Pre-Bid that this date will change.

Answer: The Public Ranking Meeting will be held on February 27, 2013 @ 2:30pm per Contract Addendum 2.

43) The scope of work descriptions for all sites (NCWRP, EMTSL and Sewer Pump Stations 1, 64, 65, and Penasquitos) indicates that the new diesel fuel storage tanks are to be sized for three (3) days at 70% load. However, Section 4.3.1 (page 50) indicates the following: The new tank shall have capacity for three (3) days diesel fuel storage at **70% load for single generator sites** and three (3) days diesel fuel storage at **60% load for double generator sites.** Please clarify which requirement is acceptable for the dual generator sites.

Answer: The details provided in Section 4.3.1 Page 50 are correct.

44) Shall we assume PVC encased for below grade and PVC coated rigid for exposed conduits?

Answer: Yes.

45) On page 27 of the RFP, Item 8 Geotechnical Investigation, it is stated that the Design-Builder shall perform geotechnical investigations at each site, and that soil core samples be taken at each corner of each proposed slab. Most of the sites will have several new equipment pads in close proximity to each other. For example, at PS #1 there will be two (2) generator pads, one (1) fuel tank pad, one (1) MCC pad, and two (2) transformer pads. If we did a soil boring at each corner of each slab, this would amount to 24 borings at this site alone. These amounts of borings would not be necessary to obtain the geotechnical information necessary to design the slabs, and would add unnecessary costs to the project. We suggest that the soil boring requirement be modified to one (1) per site, or at the most one (1) per slab. Please advise if the number of soil borings can be reduced.

Answer: Design-Builder shall provide soil boring at the center of each slab for structural information and for determination of Hazardous soils. At PS 1 and PS 64, soil boring shall be taken in all trenching locations at the midpoint of trench, the depth of the trench to check for hazardous material. See answer to question 46.

46) On page 21 of the RFP, in Item B.3 it is indicated that the Design-Builder shall provide "Testing and monitoring for potential hazardous materials". Are there any known hazardous materials at any of the sites? If so, please provide any available reports of hazardous materials. Also, if monitoring is required, please provide clarification of the extent and type of monitoring and the required qualifications of the individual or firm that will do the monitoring.

Answer: Hazardous soils, lead paint and asbestos are more likely to exist at PS 1 and PS 64 which were partially or mostly constructed in the early 1960. The City will perform a survey of the above ground equipment in the work areas for lead and asbestos and send the reports to the proposers prior to the proposal date if they become available. Refer to 2012 White Book, section 703. Proposals shall exclude disposal of Hazardous materials unless listed in a report that maybe provided to proposers by the City prior to the proposal due date.

- 47) On page 27 of the RFP, in Item 3 Surveying, it is stated that survey data will be provided by the City to the Design-Builder in the bridging documents. However, we did not see any survey data in the bridging documents included with the RFP. Please clarify whether the City will provide the survey data required for the design of the project, or will the Design-Builder be responsible for performing design survey?

Answer: The topographic drawings for various construction sites are provided in attachment A, Exhibit 6A <ftp://ftp.sannet.gov/OUT/BUGs-RFP-Attachments/>.

POPS

- 48) Can Handicap space be moved?

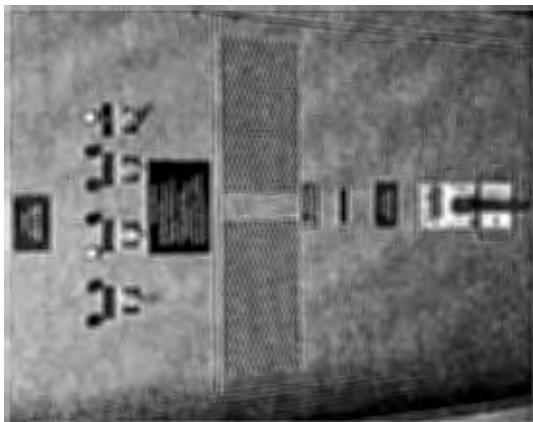
Answer: Design-Builder shall comply with ADA requirements.

- 49) Which side is the generator to be connected to the feeder A or B?

Answer: Either side is ok.

- 50) Is the tie breaker manual or auto?

Answer: Auto. See pictures below.



- 51) Will the trench plates at PQPS remain?

Answer: No. They should be removed by the time the NTP for this contract is issued.

52) Who will disconnect any temporary connections?

Answer: The Design-Builder

53) Who will coordinate outage?

Answer: Any required outage in to be coordinated with the City Project Manager.

54) Where is the new ATS to be located?

Answer: The new ATS shall be located by the Design-Builder with approved by the City. The City's suggested location is shown on the drawing. It could also go on or close to the outside of the south wall. The size and code requirements have not been confirmed by the City and are the responsibility of the Design-Builder to propose layouts that will work for their equipment and concept.

55) Will the PQPS generator temporary 480V cables have a connection box welded under the trailer connection like at PS65?

Answer: Yes.

56) Single line shows (8) 4" C with 600 MCM or 3200 amps. Please confirm the "normal" position feeders shall be rated 3500 amps or (9) sets to match the main trip rating.

Answer: Concur with the proposed 9 sets of 600MCM cables

57) We could not find a 4000 A ATS unit with all front access. They most likely will require full rear access. Is it possible to move the switch outdoors in a NEMA 3R enclosure?

Answer: Yes.

58) For the 480 volt units, please explain the sequence of operation for the ATS in conjunction with both sources and the tie.

Answer: See updated drawing with note of sequence of operation on the ATS and breakers.

PS 65

59) At PS 65 is it ok to connect to either the A or B side?

Answer: Yes. The City's temporary cables tap will be on the B Buss.

60) Where should shore power be connected?

Answer: The City suggests that the breaker below P-305-Seal Water breaker may be appropriate, with a transformer next to MCC A. All design responsibilities are the Design-Builders with City approval per the Bridging documents and the Scope of Work.

- 61) The proposed location for the generator will block SDG&E access to their transformers. Will it be possible to move about one parking space further away?

Answer: The final design, prepared by the Design-Builder, shall allow appropriate access to SDG&E systems and the fire hydrant as approved by the City. See the Bridging document and the Scope of Work design process.

- 62) We could not find a 3000 A ATS unit with all front access. They most likely will require full rear access. Is it possible to move the switch outdoors in a NEMA 3R enclosure?

Answer: Yes, switch shall be located inside the main switch gear room.

PS64

- 63) Where is shore power available?

Answer: Shore power for the two generators is expected to be available from the new panel being installed for the temporary installations located on the north exterior wall of the control room. See attachment A, Exhibit 5A.

- 64) Can the new utility breakers be re-located to the south side of the surge tank in the asphalt?

Answer: The Public Utilities Department, City Plan Check and SDG&E would need to approve the final configuration including this suggested locations, through the design process describe in the Bridging document and the Scope of Work.

- 65) Who will move the conex boxes at PS 64?

Answer: The City .

- 66) At PS 64, who moves the exhaust and installs extensions?

Answer: Design Builder contractor shall relocate the equipment and all related/parts of the generators.

- 67) How much weight can be hauled over the back excess road over the Force Mains from PS 65 and Penasquitos at PS 64?

Answer: The road is designed for H-20 loads. See as-built drawings in Attachment A, Exhibit 6A. The Design-Builder shall provide load calculation for City review using ASCE Manuals and Reports on Engineering Practice - No. 60 Gravity Sanitary Sewer Design and Construction.

- 68) Will the Hydrogen Peroxide tank and associated protection be removed by the City prior to start of the construction of this project?

Answer: Yes.

69) Will PS 64 generators need Design-Builder supplied XQ-2000 module stands like the other XQ-2000 sites since its wheels are being removed?

Answer: Yes, similar. It shall be designed to raise the whole XQ-2000 module above the FEMA 1% annual chance of flood elevation.

70) The location for the new 15 KV SDG&E metered service equipment will require a location with no foreign utilities under and truck access in front of. The current location shown will probably be rejected by SDG&E.

Answer: The final design shall be prepared by the Design-Builder and approved by the City and by SDG&E through the design review process.

71) Can we locate one of the new (owner furnished) transformers closer to generator connection Points?

Answer: Yes. City approval is required during the design process.

72) The Owner supplied generators are to be removed from the chassis. What is to be done with the chassis & wheels?

Answer: The Chassis and wheels will become the property of the Design-Builder.

73) What is the current estimated construction completion date for the existing work being performed at PS64?

Answer: April 2013.

74) Space is very tight with existing underground utilities. Will the City consider allowing the routing of the diesel fuel lines above grade from the new tank to the permanent generator locations?

This will be particularly important for routing in the area between the roof of the West Pump Station and the Screening Building.

Answer: If code allows and as approved by the design process as described in the Bridging document and the Scope of Work.

75) The conceptual site plan shows a recommended 5' spacing between the Screening Building concrete vent support and the relocated generator. However, the existing vent piping terminates in a long-radius gooseneck that will impact the positioning of the generator. Will the City allow the vent piping to be raised or reconfigured to eliminate the impact?

Answer: Potentially, vent pipe could be raised above generator. Design process will provide more opportunity to review options.

NCWRP

76) Is there an open space in USS 64 for the breaker needed for this project?

Answer: Yes; see elevation USS64 switchgear floor plan detail in attachment A, Exhibit 5A.

77) Who moves the trees?

Answer: Trees shall be removed by the Design-Builder and replace in similar location away from the driveway and equipment with 4-foot box trees of similar type.

78) Can you provide a topographic map of the construction site area?

Answer: Yes. See relevant drawing Attachment A, Exhibit 6A.

79) Will the City provide adequate electrical and controls conduits under the road and sidewalk to the cable tray for the shore power and controls?

Answer: Yes.

80) When will the Cogeneration Expansion be completed?

Answer: May 2013

81) Please clarify if a Kirk key is required or if we wire the new breaker so it cannot close in if either main is closed. If Kirk key system is required is it a new and separate configuration?

Answer: Delete in its entirety, from RFP's Attachment A, Section 2, A5, scope of work number 9 on page 20 and substitute with: Breaker that controls the generator at USS64 shall be manually operated with Kirk key interlocks to the two utility main breakers at USS68.

82) Are there conduits and wires required from USS 63 to USS 64?

Answer: No.

EMTS Laboratory

83) Will the heat pump at EMTS be able to be reused?

Answer: Yes. The Generator will be under 1MW at EMTS so the existing 1-Ton heat pump at EMTS will be adequate for the new generator. It is connected electrically at the existing generator's block heater electrical connection.

84) Please clarify what is to be done with the 200 KW generator that will be removed from the EMTS Lab site. Is this generator to be turned over and delivered to the City, or is will it become the property of the Design-Builder to be disposed of offsite?

Answer: The generator will become the property of the Design-Build contractor.

85) Is a concrete patch ok?

Answer: Yes. See Green Book/White Book for requirements.

86) Where is shore power available?

Answer: Design-Builder shall obtain generator shore power from existing power panel in main meter electrical room.

87) What is the Peak Day load at EMTS? Is SDG&E energy data available? The Maximum demand on the building is 360 kW this is roughly 540 amps. Will it be acceptable to put the entire building on the 500 kW generator thru a 1200 or amp ATS? This will require that the main breaker be adjusted down or replaced to 1200 amps (from 2000)

Answer: The maximum recent building demand is 360 kW; this is roughly 540 amps. The SDG&E energy data available will be provided to selected contractor.

88) Does the City prefer to use a Cat generator for consistency with other sites or can we substitute another manufacturer?

Answer: City has no preference, but it should meet the quality of the existing CAT Generators: i.e. replaceable cylinder sleeves and quality sound proof enclosure.

89) At the EMTS site, a new fuel tank is required. The site plan in Attachment A, Exhibit 5A of the RFP shows the location of the tank, but does not show where the tank will be refilled from. Does the City have a preferred location for the refilling access?

Answer: Yes, from drive way, next to the generator.

PS 1

90) How automatic will the utility switch over to the backup generators be and will the two generators parallel in the island mode?

Answer: See single line diagram and notes of automatic breakers and generator control for PS 1 in Attachment A, Exhibit 5A.

91) Is there a survey available of the easement for the new generators?

Answer: Yes. See Attachment A, Exhibit 6A.

92) Should the cables be replaced in the conduit to the MCC from the existing outdoor switchgear unit (future pull box)?

Answer: Yes.

93) Is there topographic map of the generator area?

Answer: Yes, see Attachment A, Exhibit 6A.

94) How deep is the Force Main?

Answer: See Attachment A, Exhibit 6A.

95) Can the Design-Builder use transformers in the new utility breaker cabinet to obtain shore power for the generators?

Answer: Yes.

96) Confirm that we can use existing conduits for load feeders to bank 10 & 11 switchgear in pump station?

Answer: Yes, they can be used, but City does not guarantee their condition.

97) During the recent site visit, we discussed using the existing underground conduits from the existing service to the MCC's, and installing a power source at the new or existing service for "shore power". Please confirm that this is an acceptable alternative to the new conduits to the existing MCC's shown on the site plans.

Answer: This is acceptable.

98) Confirm that we can use existing gear as junction for load feeders?

Answer: Yes. However the City does not guarantee its condition or that it is suitable for this purpose.

99) Confirm that we can intercept existing spare conduits to SDG&E substation for feeds to new gear?

Answer: This is for the Design-Builder to confirm as part of their design. The City has no objections.

100) Can we locate new transformers adjacent to generators (leaving room to remove generators)?

Answer: Yes.

101) Who will be responsible for existing debris removal from the property recently acquired from the Navy?

Answer: The Design-Builder

City of San Diego

CONTRACTOR'S NAME: ORTIZ CORPORATION
ADDRESS: 2000 MC KINLEY AVENUE, NATIONAL CITY, CA 91950 PH:619-434-7925 FX:619-434-7931
CITY CONTACT: Damian Singleton – Contract Specialist, Email: dsingleton@sandiego.gov.
Phone No. (619) 533-3482, Fax No. (619) 533-3633
MQuach/NB/RIR

CONTRACT DOCUMENTS

FOR



FOR DESIGN AND INSTALLATION OF EMERGENCY GENERATORS FOR WASTEWATER FACILITIES DESIGN-BUILD CONTRACT

VOLUME 2 OF 2

RFQ NO.: As-Needed Design-Build Service for the Engineering & Capital Projects Department – 4784DB
BID NO.: K-13-5746-DBA-3
TASK ORDER NO.: 11DB03
SAP NO. (WBS/IO/CC): S-12036
CLIENT DEPARTMENT: 2000/2011
COUNCIL DISTRICT: CITYWIDE
PROJECT TYPE: HA

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

THIS PROPOSAL DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY

PROPOSAL

Bidder's General Information

To the City of San Diego:

Pursuant to "Notice Inviting Bids", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

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

PROPOSAL DOCUMENTS

IF A PARTNERSHIP, SIGN HERE:

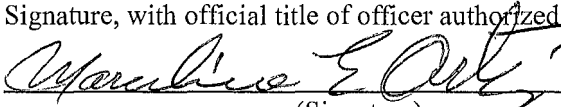
- (1) Name under which business is conducted N/A
- (2) Name of each member of partnership, indicate character of each partner, general or special (limited):

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

Full Name and Character of partner

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

IF A CORPORATION, SIGN HERE:

- (1) Name under which business is conducted ORTIZ CORPORATION
- (2) Signature, with official title of officer authorized to sign for the corporation:


(Signature)

MARCELINO E. ORTIZ

(Printed Name)

PRESIDENT

(Title of Officer)

(Impress Corporate Seal Here)
- (3) Incorporated under the laws of the State of CALIFORNIA
- (4) Place of Business (Street & Number) 2000 MC KINLEY AVENUE
- (5) City and State NATIONAL CITY, CA Zip Code 91950
- (6) Telephone No. 619-434-7925 Facsimile No. 619-434-7931

PROPOSAL DOCUMENTS

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature Marcelino E. Ortiz Title PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 29th DAY OF Jan, 2013

Notary Public in and for the County of San Diego, State of California

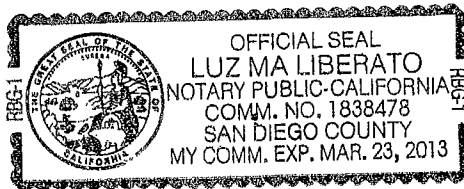
Lu M. Liberato

(NOTARIAL SEAL)

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me this 29th day of Jan, 2013, by Marcelino E. Ortiz proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Lu M. Liberato (Seal).



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.

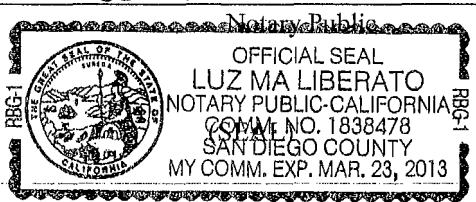
MARCELINO E. ORTIZ, being first duly sworn, deposes and says that he ~~xxx~~ is PRESIDENT of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine 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: [Signature of Marcelino E. Ortiz]
Title: PRESIDENT

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me this 29th day of Jan, 2013, by Marcelino E. Ortiz, Subscribed and sworn to before me this 29th day of Jan, 2013 on the basis of satisfactory evidence to be the person (s) who appeared before me.

[Signature] (Seal)



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:

Multiple horizontal lines for providing details of complaints.

Contractor Name: ORTIZ CORPORATION

Certified By MARCELINO E. ORTIZ Title PRESIDENT

Name

Handwritten signature of Marcelino E. Ortiz

Signature

Date 01/30/2013

USE ADDITIONAL FORMS AS NECESSARY

PROPOSAL DOCUMENTS

**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: ORTIZ CORPORATION	Contact Name: LUCY ORTIZ
Company Address: 2000 MC KINLEY AVENUE	Contact Phone: 619-434-7925
NATIONAL CITY, CA 91950	Contact Email: Lucy@ortizcorporation.com

CONTRACT INFORMATION	
Contract Title: DESIGN & INSTALLATION OF EMERGENCY GEN FOR WASTEWTR FAC DB	Start Date: AUG 2013
Contract Number (if no number, state location): K-13-5746-DBA-3	End Date: DEC 2015

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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



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

- Provides equal benefits to spouses and domestic partners.
- Provides no benefits to spouses or domestic partners.
- Has no employees.
- Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.



I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

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

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

MARCELINO E. ORTIZ-PRESIDENT

Name/Title of Signatory

Marcelino E. Ortiz

Signature

01/30/2013

Date

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

(Rev 02/15/2011)

PROPOSAL DOCUMENTS

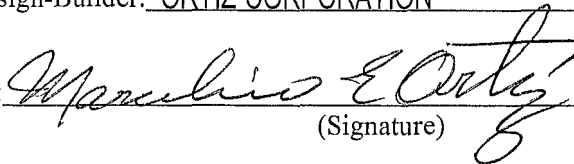
Design-Build Proposal

1. The undersigned Design-Builder proposes and agrees, if this Proposal is accepted, to enter into an agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled **INSTALL PRE-PURCHASE BACKUP GENERATORS AT SEWER PUMP STATIONS, TREATMENT PLANT AND ENVIRONMENTAL MONITORING TECHNICAL SERVICE DESIGN-BUILD CONTRACT.**
2. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.
3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.
4. The Design-Builder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged): 1, 2 & 3
5. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Design-Builder deems necessary.

To all the foregoing, and including all Proposal schedule(s) and information required of the Design-Builder contained in this Proposal Form, said Design-Builder further agrees to complete the Work and Services required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Proposal Price(s) named in the aforementioned Proposal schedule(s).

Dated: 01/30/2013

Design-Builder: ORTIZ CORPORATION

By: 
(Signature)

Title: PRESIDENT

PROPOSAL DOCUMENTS

PRICE PROPOSAL FORMS

The Bidder agrees to the design and construction of **INSTALL PRE-PURCHASE BACKUP GENERATORS AT SEWER PUMP STATIONS, TREATMENT PLANT AND ENVIRONMENTAL MONITORING TECHNICAL SERVICE DESIGN-BUILD CONTRACT**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
1	238210	Bonds (Payment and Performance)	1		LS	 	\$ 40,000.00
2	541330	Engineering and Design Services	1	D	LS	 	\$ 606,083.80
3	238210	Field Construction SPS1	1		LS	 	\$ 1,003,413.11
4	238210	Field Construction SPS64	1		LS	 	\$ 1,218,855.92
5	238210	Field Construction SPS65	1		LS	 	\$ 776,004.96
6	238210	Field Construction Penasquitos SPS	1		LS	 	\$ 778,734.34
7	238210	Field Construction North City	1		LS	 	\$ 843,427.35
8	238210	Field Construction EMTS	1		LS	 	\$ 514,152.30
9	541330	Storm Water Pollution Prevention	1		LS	 	\$ 5,000.00
10	238210	City Contingency – Type II	1		AL	 	\$217,400.00
TOTAL PRICE FOR PROPOSAL (ITEMS NO 1 THROUGH 10 INCLUSIVE)							\$ 6,003,071.87

*** Design Element (For City Use)**

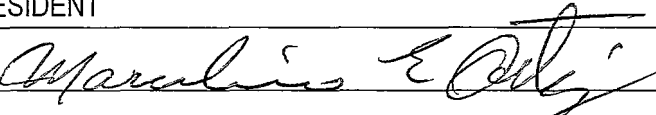
PROPOSAL DOCUMENTS

Total Price For Design-Build Proposal, (items 1 through 10 inclusive) amount written in words:

Six Million, Three Thousand, Seventy-One dollars and Eighty-Seven Cents

Design-Builder: MARCELINO E. ORTIZ for ORTIZ CORPORATION

Title: PRESIDENT

Signature: 

The Proposal shall contain an acknowledgment of receipt of all addenda as specified in the RFP. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this proposal: 1, 2, & 3

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

MARCELINO E. ORTIZ - PRESIDENT

TERESA O. ORTIZ - CORPORATE SECRETARY

AIDA BANGHART - VICE PRESIDENT

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

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

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 Design-Builder 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 Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor. The Design-Builder 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 Design-Builder'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 Design-Builder's own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>SAPPHIRE ELECTRIC INC</u> Address: <u>1948 DON LEE PLACE #1</u> City: <u>ESCONDIDO</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>760-796-4001</u>	CONSTRUCTOR	ELECTRICAL	\$1,800,000.00	SLBE 12SE0541	CITY OF SAN DIEGO	N/A
Name: <u>PAL GENERAL ENGINEERING</u> Address: <u>5374 EASTGATEMALL</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92121</u> Phone: <u>858-638-7100</u>	CONSTRUCTOR	ASPHALT PAVING	\$69,936.00	ELBE	CITY OF SAN DIEGO	N/A
Name: <u>VIDEO FACT DOCUMENTATION SERVICE</u> Address: <u>4150 MERRITT BLVD</u> City: <u>LA MESA</u> State: <u>CA</u> Zip: <u>91941</u> Phone: <u>619-589-0080</u>	CONSTRUCTOR SERVICE	PRECONSTRUCTION VIDEO	\$9,000.00	ELBE	CITY OF SAN DIEGO	N/A

① As appropriate, Design-Builder 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, Design-Builder 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 Design-Builder will not receive any subcontracting participation percentages if the Design Builder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

Form Number: AA05

Attachment D

Design and Install Generators for Wastewater Facilities Design-Build Contract

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

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 Design-Builder 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 Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor. The Design-Builder 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 Design-Builder'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 Design-Builder's own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder 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	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>DAVID REED, LANDSCAPE ARCHITECTS</u> Address: <u>2171 INDIA STREET, STE A</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92101</u> Phone: <u>619-239-3300</u>	DESIGN	LANDSCAPE DESIGN	\$15,600.00	OBE	N/A	N/A
Name: <u>VO ENGINEERING</u> Address: <u>13230 EVENING CREEK DRIVE S</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92128</u> Phone: <u>858-391-8530</u>	CONSTRUCTOR SERVICE	GEOTECHNICAL	\$47,290.00	ELBE	CITY OF SAN DIEGO	N/A
Name: <u>AARK ENGINEERING INC</u> Address: <u>4678 3RD STREET</u> City: <u>LA MESA</u> State: <u>CA</u> Zip: <u>91941</u> Phone: <u>619-312-6336</u>	CONSTRUCTOR SERVICE	STRUCTURAL ENGINEERING SERVICES	\$24,000.00	ELBE	CITY OF SAN DIEGO	N/A

① As appropriate, Design-Builder 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, Design-Builder 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 Design-Builder will not receive any subcontracting participation percentages if the Design Builder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

Form Number: AA05

Attachment D

Design and Install Generators for Wastewater Facilities Design-Build Contract

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

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 Design-Builder 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 Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor. The Design-Builder 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 Design-Builder'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 Design-Builder's own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder 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 [ⓐ]	WHERE CERTIFIED [ⓑ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: RBF CONSULTING Address: 9755 CLAIREMONT MESA BLVD City: SAN DIEGO State: CA Zip: 92124 Phone: 800-479-3808	DESIGNER	DESIGN	\$410,500.00	OBE	N/A	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: GLOBAL POWER GROUP INC Address: 12060 WOODSIDE AVENUE City: LAKESIDE State: CA Zip: 92040 Phone: 619-579-1221	CONSTRUCTOR	GENERATOR HEATING SYSTEM INSTALLATION	\$105,896.37	OBE	N/A	N/A

ⓐ As appropriate, Design-Builder 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 | | |

ⓑ As appropriate, Design-Builder 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 Design-Builder will not receive any subcontracting participation percentages if the Design Builder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

Form Number: AA05

Attachment D

Design and Install Generators for Wastewater Facilities Design-Build Contract

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

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 Design-Builder 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 Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor. The Design-Builder 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 Design-Builder'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 Design-Builder's own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

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

① As appropriate, Design-Builder 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, Design-Builder 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 Design-Builder will not receive any subcontracting participation percentages if the Design Builder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

Form Number: AA05

Attachment D

Design and Install Generators for Wastewater Facilities Design-Build Contract

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

The Design-Builder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall submit with the Bid 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 Design-Builder will be credited up to 60% of the amount to be paid to the Suppliers for such materials/supplies unless vendor manufactures or substantially alters materials/supplies in which case 100% will be credited. The Design-Builder shall 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 percentages, 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	WHERE CERTIFIED
Name: J. CLOUD INC Address: 2094 WILLOW GLEN DRIVE City: EL CAJON State: CA Zip: 92019 Phone: 619-593-9020	MATERIALS	\$78,000.00	YES	YES	SLBE	CITY OF SAN DIEGO
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

① As appropriate, Design-Builder 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, Design-Builder 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 Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification (except for OBE, SLBE and ELBE)

4Form Title: DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

Form Number: AA25

Attachment D

Design and Install Generators for Wastewater Facilities Design-Build Contract

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

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 Design-Builder 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 Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor. The Design-Builder 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 Design-Builder'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 Design-Builder's own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder 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 [ⓐ]	WHERE CERTIFIED [ⓑ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: SAPPHIRE ELECTRIC INC Address: 1948 DON LEE PLACE #1 City: ESCONDIDO State: CA Zip: 92029 Phone: 760-796-4001	CONSTRUCTOR	ELECTRICAL	\$1,800,000.00	SLBE 12SE0541	CITY OF SAN DIEGO	N/A
Name: PAL GENERAL ENGINEERING Address: 5374 EASTGATEMALL City: SAN DIEGO State: CA Zip: 92121 Phone: 858-638-7100	CONSTRUCTOR	ASPHALT PAVING	\$69,936.00	ELBE	CITY OF SAN DIEGO	N/A
Name: VIDEO FACT DOCUMENTATION SERVICE Address: 4150 MERRITT BLVD City: LA MESA State: CA Zip: 91941 Phone: 619-589-0080	CONSTRUCTOR SERVICE	PRECONSTRUCTION VIDEO	\$9,000.00	ELBE	CITY OF SAN DIEGO	N/A

ⓐ As appropriate, Design-Builder 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		

ⓑ As appropriate, Design-Builder 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 Design-Builder will not receive any subcontracting participation percentages if the Design Builder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

Form Number: AA05

Attachment D

Design and Install Generators for Wastewater Facilities Design-Build Contract

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

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 Design-Builder 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 Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor. The Design-Builder 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 Design-Builder'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 Design-Builder's own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVO SB Subcontractors that Design-Builder 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 SDVO SB	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>DAVID REED, LANDSCAPE ARCHITECTS</u> Address: <u>2171 INDIA STREET, STE A</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92101</u> Phone: <u>619-239-3300</u>	DESIGN	LANDSCAPE DESIGN	\$15,600.00	OBE	N/A	N/A
Name: <u>VO ENGINEERING</u> Address: <u>13230 EVENING CREEK DRIVE S</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92128</u> Phone: <u>858-391-8530</u>	CONSTRUCTOR SERVICE	GEOTECHNICAL	\$47,290.00	ELBE	CITY OF SAN DIEGO	N/A
Name: <u>AARK ENGINEERING INC</u> Address: <u>4678 3RD STREET</u> City: <u>LA MESA</u> State: <u>CA</u> Zip: <u>91941</u> Phone: <u>619-312-6336</u>	CONSTRUCTOR SERVICE	STRUCTURAL ENGINEERING SERVICES	\$24,000.00	ELBE	CITY OF SAN DIEGO	N/A

① As appropriate, Design-Builder 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 | SDVO SB | | |

② As appropriate, Design-Builder 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 Design-Builder will not receive any subcontracting participation percentages if the Design Builder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

Form Number: AA05

Attachment D

Design and Install Generators for Wastewater Facilities Design-Build Contract

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

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 Design-Builder 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 Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor. The Design-Builder 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 Design-Builder'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 Design-Builder's own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder 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 [ⓐ]	WHERE CERTIFIED [ⓑ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>RBF CONSULTING</u> Address: <u>9755 CLAIREMONT MESA BLVD</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92124</u> Phone: <u>800-479-3808</u>	DESIGNER	DESIGN	\$410,500.00	OBE	N/A	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: <u>GLOBAL POWER GROUP INC</u> Address: <u>12060 WOODSIDE AVENUE</u> City: <u>LAKESIDE</u> State: <u>CA</u> Zip: <u>92040</u> Phone: <u>619-579-1221</u>	CONSTRUCTOR	GENERATOR HEATING SYSTEM INSTALLATION	\$105,896.37	OBE	N/A	N/A

ⓐ As appropriate, Design-Builder 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 | | |

ⓑ As appropriate, Design-Builder 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 Design-Builder will not receive any subcontracting participation percentages if the Design Builder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

Form Number: AA05

Attachment D

Design and Install Generators for Wastewater Facilities Design-Build Contract

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

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 Design-Builder 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 Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor. The Design-Builder 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 Design-Builder'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 Design-Builder's own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder 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 [Ⓛ]	WHERE CERTIFIED [Ⓜ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

[Ⓛ] As appropriate, Design-Builder 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		

[Ⓜ] As appropriate, Design-Builder 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 Design-Builder will not receive any subcontracting participation percentages if the Design Builder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

The Design-Builder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall submit with the Bid 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 Design-Builder will be credited up to 60% of the amount to be paid to the Suppliers for such materials/supplies unless vendor manufactures or substantially alters materials/supplies in which case 100% will be credited. The Design-Builder shall 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 percentages, 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	WHERE CERTIFIED
Name: J. CLOUD INC Address: 2094 WILLOW GLEN DRIVE City: EL CAJON State: CA Zip: 92019 Phone: 619-593-9020	MATERIALS	\$78,000.00	YES	YES	SLBE	CITY OF SAN DIEGO
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

① As appropriate, Design-Builder 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, Design-Builder 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 Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification (except for OBE, SLBE and ELBE)