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City of San Diego



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REQUEST FOR PROPOSAL (RFP)

FOR

ORIGINAL

**CNG Fueling Station for Refuse & Recycling Design - Build
Contract**

RFP NO.:	K-16-6308-DB1-3-A
SAP NO. (WBS/IO/CC):	S-15000
CLIENT DEPARTMENT:	2115
COUNCIL DISTRICT:	1
PROJECT TYPE:	FB

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

PROPOSALS DUE:

12:00 NOON

OCTOBER 15, 2015

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

ATTN: CONTRACT SPECIALIST

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1. INTRODUCTION

- 1.1.** The City of San Diego (City) is undertaking this selection process to obtain Design-Build services for the **CNG Fueling Station for Refuse & Recycling Design - Build Contract** (Project).
- 1.2.** 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 for this Project, and, the terms and conditions governing the Work. Failure to submit information in accordance with this RFP's requirements and procedures may be cause for disqualification.
- 1.3.** Each properly signed Proposal shall constitute a firm offer that may be accepted by the City within the time frame specified herein.
- 1.4.** This RFP will 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 the Work.
- 1.5.** Upon receipt by the City, Proposals shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Proposal. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
- 1.6.** Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public shall receive prior written approval from the City.
- 1.7.** The Design-Builder, by submitting a response to this RFP, agrees to provide the required services for the terms and conditions noted in this RFP and its exhibits, if awarded by the City. The agreement and other terms and conditions are included in the Design-Build Contract and The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- 1.8.** 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. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents and any other document that was not prepared specifically for this contract, are considered to be eligible to participate.

2. EQUAL OPPORTUNITY

2.1. 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.

2.2. 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.

2.3. Design-Builder's Work Force

2.3.1. The Design-Builders shall submit with its Proposal a Work Force Report (EOC Form BB05) and prior to award of contract, the successful Design-Builder shall submit to the City's EOCP office an updated Work Force Report or an Equal Employment Opportunity (EEO) Plan.

2.3.2. If under representations are noted in the Work Force Report when compared to County Labor Force Availability data, the Design-Builder shall submit an Equal Opportunity Plan. Any Equal Employment Opportunity Plan submitted shall include the elements as outlined in the EOCP Requirements included in The WHITEBOOK.

2.3.3. 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>

2.4. Nondiscrimination Ordinance (Municipal Code §§ 22.2701-22.2708)

2.4.1. The Design-Builder 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 the Subcontractors and Suppliers. The Design-Builder shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Design-Builder 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.

2.4.2. This language shall be in contracts between the Design-Builder and any Subcontractors and Suppliers.

2.4.3. As part of its Proposal, the Design-Builder shall provide to the City a list of all instances within the last 10 years where a complaint was filed or pending against Design-Builder in a legal or administrative proceeding alleging that Design-Builder discriminated against its employees, the Subcontractors, or Suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. If there have not been any complaints

filed or pending against Design-Builder, a written statement from the Design-Builder to confirm shall be included in the Proposal.

2.5. Contractor Registration and Electronic Reporting System

2.5.1. Prior to the award of the Contract, the Design-Builder, Subcontractors, and Suppliers must register with the City's web-based vendor registration and bid management system, BidsOnline™ hosted by PlanetBids System. For additional information go to:

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

2.5.2. Following the award of the Contract, the Design-Builder will be required to use the City's web-based contract compliance application for EOCP reporting purposes e.g., Weekly Certified Payroll, Monthly Employment Utilization, and Monthly Payments. Online tutorials are available at:

<http://stage.prismcompliance.com/etc/vendortutorials.htm>

2.5.3. The City may retain progress payments if:

2.5.3.1. The non-registered Design-Builder, Subcontractors, or Suppliers fail to register,

2.5.3.2. EOCP reporting is delinquent or inadequate, or

2.5.3.3. underpayment has occurred.

2.6. Subcontractor Participation:

2.6.1. 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	3.0%
2.	ELBE participation	6.6%
3.	Total mandatory participation	9.6%

2.6.2. The Design-Builder's shall 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/>

2.6.3. The Proposal will be declared non-responsive if the Proposer fails the following mandatory conditions:

1. Proposer's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.
2. Proposer's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Proposer made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Ranking By Selection Panel meeting date if the overall mandatory participation percentage is not met.

2.7. For additional Equal Opportunity Contracting Program requirements (see Attachment C).

3. **PROJECT VALUE**

3.1. The City's estimate of the Contract Price which includes the total Base Bid plus Additive Alternate "A" is \$3,281,500.

4. **CONTRACT TIME**

4.1. Phase 1 of the project shall be completed within **80 Working Days** from the NTP.

4.2. Contract time shall be **150 Working Days** for Phase 2, **60 Working Days for Phase 3**, and **60 Working Days** for Phase 4. Award dates are yet to be determined, however, it is anticipated that full build-out of the Project (Phases 1-4) will be completed within 5-years from the NTP for Phase 1.

5. **CONTRACTOR'S LICENSE CLASSIFICATION AND PRE-QUALIFICATION STATUS**

5.1. The Design-Builder's license(s) and its prequalification status as specified herein must be valid when Proposal is submitted. Failure to comply with this requirement may result in:

5.1.1. The rejection of the Proposal.

5.2. The Design-Builder must possess a Class A California State Contractor's license.

5.3. Design-Builders interested in submitting a proposal for this Project shall be pre-qualified through the City's Prequalification program:

5.3.1. The Design-Builders must submit a complete prequalification application online to the Public Works Contracts, Prequalification Program no later than 2 weeks prior to **the Proposal due date and time**. Complete information and links to the online prequalification application are available at:

<http://www.sandiego.gov/cip/bidopps/prequalification.shtml>

5.3.2. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

5.3.3. As a result of the City's fiduciary requirement to safeguard vendor data, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on PlanetBids™.

6. SELECTION AND AWARD SCHEDULE

6.1. The Panel will forward its ranked listing to the Director or designee with a recommendation for the highest ranking proposal. The Mayor or designee has final authority for selection.

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

6.2.1. Pre-Proposal Meeting	September 15, 2015
6.2.2. Proposal Due Date	October 15, 2015
6.2.3. Ranking by Selection Panel	October 30, 2015
6.2.4. Opening Price Proposals	October 30, 2015
6.2.5. Selection and Notification	November 13, 2015
6.2.6. Limited Notice to Proceed	February 11, 2016
6.2.7. Issue Notice Of Completion (Phase 1)	June 8, 2016

7. PROJECT DESCRIPTION, SCOPE OF WORK, AND TECHNICAL SPECIFICATIONS

See Attachment A

8. PRE-PROPOSAL ACTIVITIES

8.1. Submission of Questions

8.1.1. The Director or designee of the Public Works Department is the officer responsible for responding to questions and opening, examining, and evaluating the competitive Proposals submitted to the City for the acquisition, construction, and completion of any public improvement except when otherwise set forth in these documents.

8.1.2. All questions regarding the RFP shall be presented in writing to the Contract Specialist via the US Postal Service or the e-mail address identified on the cover sheet of the RFP prior to the Proposal due date.

8.1.3. Questions received less than 14 Days prior to the Proposal due date may not be considered.

8.1.4. Interpretations or clarifications of this RFP considered necessary by the City in response to such questions will be issued by Addenda.

8.1.5. The City, at its sole option, may respond via addendum to any or all submitted questions. Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

8.1.6. The changes to the RFP through Addendum are made effective as though originally issued with the RFP. 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.

8.2. Pre-Proposal Meeting

8.2.1. A **mandatory** Pre-Proposal meeting will be held on **September 15, 2015**, from 10:00 AM to 11:00 AM, at 8353 Miramar Place, San Diego, CA, 92121.

8.2.2. All Design-Builders are **required** to attend. Any materials distributed at the meeting will be issued to all RFP recipients in the form of an addendum to the RFP. It is not necessary for all members of a the Design-Builder's team to be present at the Pre-Proposal Meeting, however, the Design-Builder will be responsible for receiving and applying all information discussed at the Pre-Proposal Meeting.

8.2.3. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracts at (619) 533-3450 at least 7 days prior to the Pre-Proposal Conference to ensure availability.

8.2.4. Proposals shall be considered **non-responsive** if the Design-Builder fails to attend the Pre-Proposal Meeting as evidenced by the City's meeting sign-in sheet when such a meeting has been specified to be required.

8.2.5. Firms participating in the Pre-Proposal Meeting will not be compensated for their participation.

8.3. Revision to the RFP

The City reserves the right to revise the RFP and extend the Proposal due date by issuing an addendum. Addenda issued by the City will be posted to the City's electronic bidding website.

9. EXAMINATION OF SPECIFICATIONS AND SITE OF WORK

9.1. Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Contract Documents are also available for review in the office of the Public Works Contracts.

9.2. The Design-Builders shall examine carefully the Project Site, the Specifications, and other materials as described in or referenced by this RFP. The submission of a Proposal shall be conclusive evidence that the Design-Builder 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, local conditions, and as to the requirements of the Contract Documents.

10. CHANGES TO THE SCOPE OF WORK

10.1. Once a proposal has been accepted by the City and the award has been made, the Design-Builder shall immediately notify the City in writing of any proposed or anticipated change in the scope, contract amount, or contract time; and shall obtain the City's written consent to the change(s) prior to affecting them. In no event shall the City's consent be construed to relieve the Design-Builder from its duty to render all work and services in accordance with applicable laws and accepted industry standards.

11. DESIGN SUBMITTALS

11.1. The City's review of The Design-Builder's Design Submittals shall not relieve the Design-Builder from its responsibilities under the Contract, or be deemed to be an acceptance or waiver by City of any deviation from, or of the 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 The Design-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 the Design-Builder of responsibility for complying with all applicable laws and good professional practices as the Design-Builder shall be the Engineer of Record.

12. BONDS AND INSURANCE

12.1. Prior to the award of the Contract, the Design-Builders shall submit evidence of separate bonds and insurance as specified in Sections 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (see Attachment E).

13. SUBMITTAL REQUIREMENTS

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

13.2. Technical Proposal Requirements

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

13.2.2. The Technical Proposal shall be concise, well organized, and demonstrate the Design-Builder's qualifications and experience applicable to the Project. The Technical Proposal shall be limited to 50 one-sided or, preferably, 25 two-sided pages (8^{1/2}" x 11"), exclusive of resumes, graphics, forms, pictures, photographs, dividers, front and back cover, etc., that address the Technical Proposal contents; and of Equal Opportunity Contracting documentation. Font Type shall be Times New Roman in a minimum 12 Point font size, with a minimum 1" margin for text pages. A cover letter may be submitted but

shall not contain any information that is a required element of the Technical Proposal. Any Technical Proposal that does not comply with these formatting standards may not be considered.

- 13.2.3. The Technical Proposals submitted in response to this RFP shall be in accordance with the requirements listed in ATTACHMENT G. The contents of the Proposal shall be organized consistent with ATTACHMENT G.

13.3. Price Proposal Requirements

- 13.3.1. This solicitation is for a Lump Sum contract.
- 13.3.2. One executed original of the Price Proposal, clearly marked as "Original" on the cover shall be submitted in a separate sealed envelope. Refer to ATTACHMENT H of this RFP for the Price Proposal form to be used.
- 13.3.3. The Price Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.
- 13.3.4. The lowest proposed price is not the determining factor for award of this contract. See ATTACHMENT G for criteria from which the proposals will be evaluated.
- 13.3.5. In case of discrepancies, written numbers will govern over numerical. Also, the sum of all lump sum line items, unit price line items, allowance line items and any other priced items will govern over the "Total Design-Build Proposal" line item in the event of any discrepancies.
- 13.3.6. The EOCP information (e.g. Subcontractors and Suppliers listings) shall be submitted as part of the Price Proposal.

13.4. Submittal Requirements

13.4.1. General

- 13.4.1.1. A corporation designated as the selected Design-Builder shall furnish evidence of its corporate existence and evidence that the officer signing the Proposal and subsequent bonds for the corporation is duly authorized to do so.
- 13.4.1.2. Price Proposal shall be made only upon the Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
- 13.4.1.3. The Design-Builder shall complete and submit all pages in the "Proposal Documents" Section as their Price Proposal per the schedule given under "Required Documents Schedule." The Design-Builder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Proposal. It is not necessary to submit the entire specifications section with proposal package. Proposals

and other required forms and documents shall be enclosed in a sealed envelope and shall bear the title of the project, the name of the Design-Builder and the appropriate State Contractors License designation which the Design-Builder holds.

- 13.4.1.4. Proposals may be withdrawn by the Design-Builder prior to, but not after, any of the Proposals received by the City have been opened.
- 13.4.1.5. Proposals or modifications received after the hour and date specified on the cover of this RFP may cause the Design-Builder's Proposal to be rejected as non-responsive.
- 13.4.1.6. Failure to comply with the requirements of this RFP may result in disqualification.

13.4.2. Technical Proposal

- 13.4.2.1. The Technical Proposal shall be received no later than the time and date shown on the cover of this RFP.
- 13.4.2.2. The Technical Proposal must contain: one executed original, clearly marked as "Original" on the cover, ten (10) paper copies of the Proposal, and one (1) searchable Portable Document Format (PDF) copy of the Proposal stored on Compact Disc (CD) or Digital Video Disc (DVD). The following information will be clearly marked on the outside of each package:

Name of Design-Builder

Project Title

"Technical Proposal" Package Number (for example: "1 of 16")

Marked "CONFIDENTIAL" (in red)

- 13.4.2.3. Design elements which deviate from the Scope of Work, City's design guidelines, or material substitutions which differ from the Approved Material List shall be highlighted in accordance with ATTACHMENT G.

13.4.3. Price Proposal

- 13.4.3.1. 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.
- 13.4.3.2. 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.
- 13.4.3.3. The Price Proposal shall be submitted in sealed packages with the following information clearly marked on the outside of each package:

13.4.4. Review of Technical Proposal

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

14. SELECTION CRITERIA AND SCORING

14.1. An evaluation Panel (Panel) comprised of representatives from the City will be established for this Project. The Panel may also include other interested parties such as additional participating agencies, representative from the community and other appropriate agencies such as the State Water Resource Control Board, etc.

14.2. Proposals will be ranked according to the selection criteria set forth in Attachment G, Proposal Submittal Requirements and Selection Criteria.

14.3. The Panel will review all proposals received and, when applicable, interview each Design-Builder in accordance with this RFP.

14.4. Based upon the review of the Design-Builders' Proposals and Presentations (when applicable) the Panel will rank the Design-Builders in accordance with the project evaluation criteria set forth in Attachment G of this RFP.

14.5. Once the Technical Proposals have been ranked by the Panel, the Design-Builders' price envelopes will be opened and forwarded to EOCP for review and scoring of subcontractor participation. The EOCP score will then be added to the Design-Builders' cumulative scores.

14.6. Final Selection (Best Value i.e., Best Design for a Lump Sum Price)

14.6.1. The City will select a Design-Builder that will offer the best value for the design and construction of this project per the scope shown in ATTACHMENT A.

14.6.2. The Panel will evaluate the proposals according to the point system described in ATTACHMENT G to select the Design-Builder. Design-Builders will be notified in writing of the City's final decision.

14.6.3. The Design-Builder is responsible to demonstrate by submittal of their package that the complete design, product, and installation can be accomplished for the stipulated Contract Price.

15. OPENING OF PRICE PROPOSALS

15.1. After the Technical Proposals have been evaluated and scored, the City will open the Price Proposals and make the selection of the winning Design-Builder in accordance with the criteria set forth in ATTACHMENT G.

- 15.2. The City will announce in writing the selected Design-Builder via correspondence to all participants indicating the evaluation results. This notification to the Design-Builder shall constitute the public announcement of the selected Design-Builder. In the event that the selected Design-Builder is subsequently deemed non-responsive or non-responsible, a new public announcement will be provided to all proposers with the name of the newly designated selected Design-Builder.
- 15.3. To obtain the price Proposal results, attend the Public Ranking (if applicable), view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the Proposal name and number. The Proposal tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

16. **POLICIES, PROCEDURES AND GUIDELINES**

- 16.1. The Program's Selection Process is based on the policies, procedures and guidelines contained in the City Municipal Code Chapter 2, Article 2, Division 33.
- 16.2. The Mayor or designee will make the final recommendation of the selected Design-Builder to the City Council. The City Council has the final authority to approve the Contract.

17. **ADDITIONAL TERMS AND CONDITIONS**

- 17.1. **Protests.** A Design-Builder may protest the award to another Design-Builder in accordance with San Diego Municipal Code section 22.3017.
- 17.2. **Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified as "key personnel" in its Proposal without the written consent of the City, which will not be unreasonably withheld. The Design-Builder shall not change or substitute any Subcontractor or Supplier, identified in its Proposal without written consent of the City.
- 17.3. **Project Team.** The Design-Builder shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule which would be adjusted as mutually agreed upon by the City and the Design-Builder.
- 17.4. **Submittal of "Or Equal" Items.** See 4-1.6, "Trade Names or Equals" in the SSP and as modified by the Scope of Work (see Attachment A).
- 17.5. **Subcontract Limitations.** The Design-Builder's attention is directed to Standard Specification for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Design-Builder to perform not less than the specified amount under this RFP. Failure to comply shall render the Proposal **non-responsive**.
- 17.6. **San Diego Business Tax Certificate.** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.

17.7. City Standard Provisions. The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.

17.7.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.

17.7.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.

17.7.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.

17.7.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.

17.7.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.

17.7.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

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

17.8 Prevailing Wage Rates. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

17.8.1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

17.8.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

17.8.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers

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

17.8.2. Penalties for Violations. Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

17.8.3. Payroll Records. Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

17.8.3.1. For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

17.8.4. Apprentices. Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

17.8.5. Working Hours. Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

17.8.6. Required Provisions for Subcontracts. Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

17.8.7. Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

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

17.8.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

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

17.9. Reference Standards:

17.9.1. 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

Title	Edition	Document Number
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

18. PHASED FUNDING

See Attachment B.

19. REQUIRED DOCUMENT SCHEDULE AND FORMS

19.1. REQUIRED DOCUMENT SCHEDULE - The following forms must all be completed and submitted to the City in connection with this Request for Proposal (see Required Document Schedule)

19.1.1. The Design-Builder'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.

19.1.2. 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>

REQUIRED DOCUMENT SCHEDULE					
ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
1.	PROPOSAL SUBMITTAL	ALL BIDDERS	Price Proposal Form		√
2.	PROPOSAL SUBMITTAL	ALL BIDDERS	Documentation of Project Experience as specified in Attachment G, para. 6 (Experience and Technical Competence)	√	
3.	PROPOSAL SUBMITTAL	ALL BIDDERS	Documentation of Project Team as specified in Attachment G, para 5 (Project Team)	√	
4.	PROPOSAL SUBMITTAL	ALL BIDDERS	Non-collusion Affidavit to be Executed By Design-Builder and Submitted with Proposal under 23 USC 112 and PCC 7106		√
5.	PROPOSAL SUBMITTAL	ALL BIDDERS	Contractors Certification of Pending Actions		√
6.	PROPOSAL SUBMITTAL	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance		√
7.	PROPOSAL SUBMITTAL	ALL BIDDERS	Form AA05 – Design-Build List of Subcontractors		√
8.	PROPOSAL SUBMITTAL	ALL BIDDERS	Form AA10 - Design-Build List of Subcontractors Additive/Deductive Alternate		√
9.	PROPOSAL SUBMITTAL	ALL BIDDERS	Form AA25 - Design-Build Named Equipment/Material Supplier List		√

REQUIRED DOCUMENT SCHEDULE

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
10.	WITHIN 3 WORKING DAYS OF RANKING BY SELECTION PANEL 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 RANKING BY SELECTION PANEL MEETING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available		
12.	WITHIN 3 WORKING DAYS OF RANKING BY SELECTION PANEL MEETING	ALL BIDDERS	SLBE-ELBE Good Faith Documentation		
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 Design-Builder -		
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		

REQUIRED DOCUMENT SCHEDULE

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
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		
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	Phased Funding Schedule Agreement (when required)		
22.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Pre-Award Schedule (Phased Funded Contracts Only)		
23.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Form BB05 – Work Force Report		

ATTACHMENTS

ATTACHMENT A
PROJECT DESCRIPTION, SCOPE OF WORK, AND
TECHNICAL SPECIFICATIONS

ATTACHMENT A

PROJECT DESCRIPTION, SCOPE OF WORK, AND TECHNICAL SPECIFICATIONS

ENVIRONMENTAL SERVICES DEPARTMENT

1. Project Description:

Comprehensive Design, Planning, Permitting, Equipment Procurement, Construction, Start Up and City Staff Training for a Compressed Natural Gas (CNG) Time Fill Fueling Facility located at the Environmental Services Operations Station to be completed in four (4) phases.

At completion, the project will include the ability to fuel 140 refuse trucks during a 9-hour overnight (8pm-5am) fueling window (“time-fill” system) as well as the ability to fuel vehicles via a bottle-storage system which recharges during the time-fill cycle or on an as-needed basis. Individual refuse trucks are expected to be outfitted with tank systems that store 75 Diesel Gallon Equivalents (DGEs) when pressurized to 3,600PSI. The time fill system shall utilize the most efficient combination of compressors and enclosures (skids), compressor control panels, gas dryer(s) with onboard regeneration system(s), programmable logic controller(s) based electronic station control system, pressure vessel storage assemblies, and time-fill hoses with appropriate safety apparatus. Work shall include connection to the SDGE gas pipeline at the property line, all necessary SDGE connections and required improvements for electric service, including furnishing/installing a new dedicated electric service feed, transformer, switchgear, and meter for the CNG system, trenching, and all related equipment, appurtenances, and work for proper installation and safe operation of a CNG facility to meet site constraints, as well as local, state, and federal standards.

Phase 1 will be 80 working days, and will include engineering and design for the complete project and procurement of all project permit approvals.

Phase 2 will be 150 working days, and will include completion of all underground trenching with phase specific stub outs for above-grade fill post installs, pads/foundations for the full station build-out so skid-mounted equipment associated with Phases 3 and 4 can be easily installed, new electrical service upgrades, tie-in to the new SDG&E gas service feed, installation of 50 time-fill fueling points in the refuse vehicle parking lot, and a bottle storage quick fill system supplying a minimum capacity of 86 DGE. Phase 2 may also include implementation of one or more of the following Additive Alternate A bid items, if selected:

- #1 (6 time-fill fueling points along red-tag line);
- #2 (1-yr preventive maintenance for all items included in Phase 2);
- #3 (as-needed services hourly labor);
- #4 (as-needed services trip charge);
- #5 (repair shop upgrades);

and Additive Alternate “B” bid items, if selected

- #1 (equipment and infrastructure upgrades to meet an 8-hr fueling window);
- #2 (equipment and infrastructure upgrades to meet a 7-hr fueling window);
and
- #3 (equipment and infrastructure upgrades to meet a 6-hr fueling window).

Phase 2 should be implemented in a manner that will permit the efficient build-out of Phases 3 and 4.

Phase 3 will be 60 working days and will include the installation of 45 time-fill fueling points in the refuse vehicle parking lot.

Phase 4 will be 60 working days and will include the installation of 45 time-fill fueling points in the refuse vehicle parking lot.

The Design-Build Contractor shall be required to coordinate with City staff, SDGE staff, and other oversight, or permitting agencies including preparing and submitting detailed plan drawings to the City’s Development Services Department for permit approval, as well as Service Order submittal(s) to SDGE and other permitting agencies, to include any related supplemental reports, studies, and fees, to ensure a timely, well coordinated, properly designed project and build out for all four (4) Phases.

2. Scope of Work:

- 2.1.** The Contractor shall be responsible for the complete installation of a compressed natural gas (CNG) fueling station at the City of San Diego’s Environmental Services Operations Station, 8353 Miramar Place, San Diego, CA 92121.
- 2.2.** The Contractor shall provide all design, permitting, supervision, labor, programming, testing, equipment, materials, piping, conduit, wiring, and accessories for a complete design and installation. The work shall be performed in accordance with the Request for Proposal, Contract Documents, and applicable federal, state, and local law.
- 2.3.** The Contractor shall be responsible for and shall perform all surveys, measurements, and testing necessary for layout and control of work and for documenting that work is being performed in accordance with the Request for Proposals, Contract Documents and applicable federal, state and local law.
- 2.4.** The Contractor shall provide temporary fencing, lock boxes etc., as required to protect material storage, equipment, and building under construction from theft, vandalism, and unauthorized entry. The Contractor shall be responsible for any damage caused by Contractor, his employees, or subcontractors.
- 2.5.** Project scope includes:
 - 2.5.1.** Natural gas compression, conditioning, storage, and dispensing equipment.
 - 2.5.2.** Reinforced concrete pads, foundations, bollards, and anchoring.

- 2.5.3. Excavation, trenching, backfill, compaction, paving, and striping.
 - 2.5.4. Dedicated electrical service
 - 2.5.5. Piping from new gas meter assembly (gas meter assembly provided by utility) to compression and storage equipment;
 - 2.5.6. Piping to CNG dispensers;
 - 2.5.7. One hundred-forty (140) CNG time-fill dispensers for overnight fueling of refuse vehicles. Provisions for potential future expansion of the Fleet size shall be incorporated into the design proposal;
 - 2.5.8. One (1) direct-fill post with CNG bottle storage capable of supplying a minimum of 86 DGE and skid-mounted equipment package;
 - 2.5.9. Controllers for a complete and functional CNG fueling station, including emergency shutdown. The controllers must be industry standard and non-proprietary so they may be utilized by any company that may ultimately perform maintenance services; and
 - 2.5.10. Full system commissioning including startup, testing and training services for City Staff.
- 2.6. The Contractor shall review all documents before submitting a proposal. In case of questions or conflict between the requirements of the various documents, the Contractor shall, two weeks before the proposal due date, notify the City in writing of discrepancies in the proposal documents.
 - 2.7. Documents do not show or list every item to be provided. When an item which is not shown or listed is clearly necessary for proper installation and operation of the equipment and systems, the Contractor shall provide, install, and test/certify the item at no increase in contract price.
 - 2.8. The City will provide a metered gas service at the western property boundary. The Contractor shall review location, configuration, and capacity of this gas service prior to preparing their proposal. The Contractor is responsible for all trenching, piping installation, backfill, compaction, and paving necessary to connect the CNG fueling station to this metered gas service.
 - 2.9. The Contractor shall size the electrical system for the demands of a CNG station capable of fueling 200 vehicles in a 9 hour overnight fueling window, plus any spare capacity as required by utility. The electrical system shall be designed to allow for the direct connection of a portable electrical generator (to be provided by City), via dedicated lug connections, such that the CNG station can be powered by the generator in the event of a loss of grid power.
 - 2.10. Project implementation will be phased over a 5-year build-out period, as described in the RFP.

- 2.11. Contractor shall coordinate with the City's Project Manager throughout the design-phase of the project to ensure the CNG system will meet the City's requirements/expectations (functionality, sizing, layout, etc.).
- 2.12. Contractor shall review all approved and signed-off engineering drawings and permits with the City's Project Manager prior to the City's final approval and commencement of project construction.
- 2.13. Upon completion of the project, a complete set of duplicate approved drawings and permits shall be provided to Environmental Services Department for recordkeeping purposes at the Miramar Place Operations Station.

3. Price Proposal:

- 3.1. The Contractor shall complete the Price Proposal contained in Attachment H. The proposal shall account for all requirements specified within the RFP document. Cost elements are categorized as follows:
 - 3.1.1. "Bonds (Payment and Performance) (Entire Project)". This line item covers all costs associated with fulfilling bonding requirements stipulated primarily in Section 2-4 of the Greenbook and Whitebook (City Supplement) and as specified in the RFP.
 - 3.1.2. "Engineering and Design Services (Entire Project)". This line item covers all engineering, design, and permitting through the duration of the project (Phases 1-4) required to provide a complete, fully functional CNG system installation as specified in the RFP.
 - 3.1.3. "Storm Water Pollution Prevention (Entire Project)". This line item covers all costs associated with fulfilling storm water pollution control and prevention requirements stipulated primarily in Section 7-8.6 of the Greenbook and Whitebook (City Supplement), Section 801 of the Whitebook (City Supplement), and as specified in the RFP.
 - 3.1.4. "City Contingency / Field Orders". This line item covers costs associated with changed conditions encountered during the project as stipulated primarily in Section 3-4 of the Greenbook, Section 9-3.5 of the Whitebook (City Supplement), and as specified in the RFP.
 - 3.1.5. "Construct New Dedicated Electrical Service." This line item covers all work necessary to establish a new dedicated service on the City's property including trenching/backfill/compaction/paving, ductbank, cable, transformer, switchgear, weather-protected enclosures, and meter installed adjacent to the compressor compound. The electrical system shall be sized for demands of a CNG station capable of fueling 200 vehicles in a 9 hour overnight fueling window, plus any spare capacity as required by utility. The electrical system shall be designed to allow for the direct connection of a portable electrical generator (to be provided by City), via dedicated lug connections, such that the CNG station can be powered by the generator in the event of a loss of grid power.

- 3.1.6.** “Field Construction, Materials, Project Management, and Training (Phase 2) (50 Time-Fill Fueling Points + Bottle Storage with Quick Fill)”. This line item covers all costs associated with construction of Phase 2 of the project, excluding engineering and design costs (line item 2) and excluding capital equipment costs (line item 7).
- 3.1.7.** “Capital Equipment (Phase 2) (50 Time-Fill Fueling Points + Bottle Storage with Quick Fill)”. This line item covers all above-grade mechanical and electrical equipment furnished in Phase 2 of the project which can be capitalized / depreciated. This includes items such as electrical switchgear, skid-mounted CNG processing systems (compressors, dryers, controls), and the skid-mounted quick-fill bottle-storage system. This line items does not include construction materials such as bedding/backfill, concrete/asphalt, fill posts / hoses / nozzles, collision protection, piping, electrical wiring, etc.
- 3.1.8.** “Field Construction, Materials, and Project Management (Phase 3) (45 Time-Fill Fueling Points)”. This line item covers all costs associated with construction of Phase 3 of the project, excluding engineering and design costs (line item 2) and excluding capital equipment costs (line item 9).
- 3.1.9.** “Capital Equipment (Phase 3) (45 Time-Fill Fueling Points)”. This line item covers all above-grade mechanical and electrical equipment furnished in Phase 3 of the project which can be capitalized / depreciated. This includes items such as electrical switchgear and skid-mounted CNG processing systems (compressors, dryers, controls). This line items does not include construction materials such as bedding/backfill, concrete/asphalt, fill posts / hoses / nozzles, collision protection, piping, electrical wiring, etc.
- 3.1.10.** “Field Construction, Materials, and Project Management (Phase 4) (45 Time-Fill Fueling Points)”. This line item covers all costs associated with construction of Phase 4 of the project, excluding engineering and design costs (line item 2) and excluding capital equipment costs (line item 11).
- 3.1.11.** “Capital Equipment (Phase 4) (45 Time-Fill Fueling Points)”. This line item covers all above-grade mechanical and electrical equipment furnished in Phase 4 of the project which can be capitalized / depreciated. This includes items such as electrical switchgear and skid-mounted CNG processing systems (compressors, dryers, controls). This line items does not include construction materials such as bedding/backfill, concrete/asphalt, fill posts / hoses / nozzles, collision protection, piping, electrical wiring, etc.
- 3.1.12.** “Additive Alternate A Item #1: 6 time-fill fueling points along red tag line”. This line item covers costs to furnish and install time-fill fueling points in parking spaces designated in the RFP. This includes installation of below ground piping from compressor skids to the red tag parking spots, time-fill posts, and nozzles/hardware. If selected, this option will be implemented as part of the Phase 2 construction sequence.
- 3.1.13.** “Additive Alternate A Item #2: 1-yr Preventive Maintenance (for all Phase 2 Items)”. This line item covers the performance of all manufacturer-

prescribed preventive maintenance service activities for all equipment installed in Phase 2 of the project (labor, parts, material, and travel).

- 3.1.14.** “Additive Alternate A Item #3: As-Needed Services (hourly labor rate while on-site) (Appendix E)”. This line item covers costs to provide as-needed (unscheduled) equipment service that is outside the scope of preventive maintenance work (Additive Alternate A Item #2). The Contractor will only be compensated for time spent on the job site performing as-needed service work. Charges for travel time to and from the job site shall be recovered in the quoted trip charge cost (Additive Alternate A Item #4).
- 3.1.15** “Additive Alternate A Item #4: As-Needed Services (trip charge for travel time per callout) (Appendix E)”. This line item covers costs for round-trip travel time associated with service that is outside the scope of preventive maintenance work (Additive Alternate A #2). The Contractor will only be compensated a single trip charge for each service event. The Contractor will not be compensated for a trip charge in the event that as-needed service is performed at the time of a preventive maintenance service event.
- 3.1.16.** “Additive Alternate A Item #5: Repair Shop Upgrades”. This line item covers the permitting, furnishing, and installing of new gas sensors at each bay (15 locations), new interior and exterior warning lights/horns (9 locations), new master control panel (MCP), and wiring / integration of the new equipment to the existing ventilation fans and bay door motors. The MCP shall provide automated operation of doors and ventilation equipment in the event of a detected leak. A minimum of 6 bay doors, distributed throughout the facility, shall be automated. Work under this line item shall include the assessment of the ability of the existing ventilation system to meet code requirements for required quantities of air exchanges. Any upgrades to existing ventilation fans and/or door motors required to meet regulatory compliance requirements are beyond the scope of this line item and will be negotiated as an out-of-scope extra.
- 3.1.17.** “Additive Alternate B Item #1: Provide Equipment and Infrastructure to meet 8-hr Fueling Window”. This line item covers the cost differential beyond the base bid pricing to fuel 140 vehicles in an 8-hr fueling window.
- 3.1.18** “Additive Alternate B Item #2: Provide Equipment and Infrastructure to meet 7-hr Fueling Window”. This line item covers the cost differential beyond the base bid pricing to fuel 140 vehicles in an 7-hr fueling window.
- 3.1.19** “Additive Alternate B Item #3: Provide Equipment and Infrastructure to meet 6-hr Fueling Window”. This line item covers the cost differential beyond the base bid pricing to fuel 140 vehicles in an 6-hr fueling window.

4. Technical Specifications:

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01000 - SPECIAL PROVISIONS

1.1. PAVING AND STRIPING

- A. Paving shall meet all Standard Specifications callouts, City Standard Drawings, and shall be of a minimum thickness as specified in the standards or equal to the existing adjacent pavement, whichever is greater.
- B. Striping shall be new “Thermo Line” as currently in use at the Miramar Place Operations Facility.

1.2. SITE ACCESS, STORAGE OF MATERIALS, EQUIPMENT, ETC.

- A. The Contractor shall obtain the prior written approval from the City for acceptable site access or before using any area or space for Contractor's storage and vehicle parking during construction operations. Materials, equipment, etc., shall not be piled or stored in any location which shall interfere with the conduct of normal facility operation, and shall not constitute a hazard to persons or property. Any required safety precautions such as signs, danger signals, lanterns, barricades, etc., shall be installed by the Contractor during construction operations.
- B. During the progress of work, the existing facility operations shall be maintained without interruption, except by specific written approved arrangement with the City's Project Manager. Fleet traffic within the operations yard is heaviest before 7am and after 1pm.
- C. The Contractor shall provide, at their expense, all electric and water resources required to perform the work specified under the Contract.

1.3. UTILITY COORDINATION

- A. The Contractor shall notify the City's Project Manager a minimum of five (5) working days in advance of any contemplated shutdown of electricity or other utility. The City's written approval shall be obtained prior to any shutdown activity.
- B. The Contractor shall schedule and coordinate all connections and other work to be performed by public and private utility service providers necessary for the completion of the project.

1.4. RECORD DOCUMENTS

- A. The Contractor shall maintain on the construction site, one set of the following record documents, which record actual revisions to the work:
 - 1. Agency-approved design drawings (to be prepared by Contractor)
 - 2. Specifications
 - 3. Addenda
 - 4. Request for information
 - 5. Field instructions

6. Change orders and other modifications to the contract
 7. Reviewed shop drawings, product data, and samples
 8. Manufacturer's instruction for assembly, installation, and operation
 9. Copies of any and all (original) approved and current permits and engineering drawings.
- B. The Contractor shall ensure that entries are complete, accurate, and kept current with construction progress. Entries shall include all subcontractor changes.
- C. The Contractor shall legibly mark and record within the appropriate sections of the specifications a description of the actual products installed, including the following:
1. Manufacturer's name, product model, and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by addenda and modifications.
- D. The Contractor shall legibly mark and record within the appropriate sections of the agency-approved plan drawings actual construction including:
1. Measured depths of foundations in relation to finished first floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. This shall include, but shall not be limited to piping, conduit, valves, stubouts, etc.
 3. Field changes of dimension and detail.
 4. Details not on original contract drawings.
- E. The Contractor shall make Progress Record Documents available to the City for review as requested.

The Contractor shall submit one completed set of Record Drawings and Specifications, to the City's Project Manager a minimum of one week prior to the final inspection. These Record Documents shall include certification by the Contractor that the Record Drawings and Specifications are a true representation of the Work as actually constructed. The Work will not be formally accepted until the Record Documents are reviewed and accepted by the City and all permitting requirements are accepted and filed with the appropriate agencies.

1.5. CONSTRUCTION MEETINGS

- A. Prior to the start of construction, a conference will be called for the purpose of reviewing the construction program with the Contractor. At this conference a preliminary construction schedule, sequence of work, methods of access to the construction site, and temporary facilities shall be presented by the Contractor for

discussion. The Contractor's superintendent for this project shall be present and shall have reviewed the contract documents and be prepared to discuss the work.

- B. Weekly construction meetings will be held at the site. The meeting agenda will consist of reviewing and updating the previously recorded issues and then addressing new issues identified by either the City or the Contractor. The Contractor will facilitate the meeting, record the meeting minutes, and distribute the meeting minutes to the City for review and approval within three days after the meeting.
- C. The Contractor shall provide 3-week "look ahead" schedules at weekly construction meetings. This shall include hard copies to be presented at the meeting and electronic "soft" copy (in Excel or Word format) sent to the City's Project Manager.

1.6. MINIMUM CONTRACTOR QUALIFICATIONS

- A. **ENGINEERING SERVICES:** The Contractor shall have proven in-house engineering expertise related to design, permitting, and construction of CNG fueling stations of a comparable scope and complexity to the subject project. In lieu of in-house resources, the Contractor may meet this requirement through a subcontract arrangement with a suitably-qualified engineering services provider.
- B. **GENERAL CONTRACTOR'S LICENSE:** The Contractor shall hold a California State Licensing Board (CSLB) Class A license in good standing. Electrical Subcontractors shall hold a CSLB Class C-1 0 specialty license in good standing. Piping Subcontractors shall hold a CSLB Class C-34 specialty license in good standing. The Contractor's principal business shall be in connection with fixed works requiring specialized engineering knowledge and skill, including but not limited to the following: pipelines and other systems for the transmission of petroleum and other liquid or gaseous substances, chemical plants and similar industrial plants requiring specialized engineering knowledge and skill, land leveling and earthmoving projects, excavating, grading, trenching, paving and surfacing work, and cement and concrete works in connection with the above mentioned fixed works.

END OF SECTION

DIVISION 11 - EQUIPMENT

SECTION 11500 - CNG VEHICLE FUELING EQUIPMENT

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. This specification covers the phased-in design, manufacture, and delivery of compressed natural gas (CNG) vehicle fueling equipment. The fueling equipment shall be packaged in a small footprint and use reliable components to reduce possible downtime. Quantity and sizing of equipment and components is a minimal callout. Contractor shall design a fully-functional system based upon project requirements. The City desires a system design that will provide operational redundancy with a sufficient number of compressor assemblies and associated control logic to permit continued system operation while one compressor is off line, whether due to mechanical failure or for scheduled maintenance. The City recognizes and will accept proposals that meet the specified fueling window for operating scenarios requiring all compressors to be running simultaneously. Bidders shall identify in their proposal the refueling times achieved for each phase of the project under an “all compressors operational” scenario as well as a “one compressor down” scenario. The CNG fueling system shall consist of, but not be limited to, the following:
1. Skid-mounted compressor packages, with premium-efficiency electric motor drives and sound attenuating enclosures. Compressors shall be equipped with the following: closed loop gas recovery system with ASME-rated tank, electric motor (labeled for use in at least Class 1, Division 2 areas) with a reduced voltage motor starter, air-cooled intercoolers and aftercooler, condensate separator for the aftercooler with automatic dump system, inlet coalescing filter and pulsation dampener, high-pressure discharge coalescing filter, and other accessories.
 2. Non-proprietary compressor motor control center (MCC) panels (one for each compressor) located in a nonhazardous area.
 3. Gas dryer with on board regeneration system.
 4. Programmable logic controller based electronic station control system.
 5. Buffer priority control valve panel and totalizing metering for time-fill.
 6. Coalescing compressor discharge filter assemblies (one for each compressor) each consisting of two coalescing filters mounted on a common bracket stand.
 7. Time-fill posts with One Hundred-Forty (140) fill hoses in an arrangement (dual-hose, quad-hose, etc.) that meets the needs of the City with regards to location, orientation, and configuration. Each post shall include receivers for fill hose nozzles, heavy duty fill hose retractors, shut-off valve, safety and warning signs, grounding rod with 3/8-16 grounding stud welded on with double clad plated nuts. Posts shall be painted “safety yellow”. Fill posts

and associated parking grid shall be positioned in an arrangement that is approved by the City's Project Manager to optimize ease of refueling.

8. One (1) direct-fill post and hose assembly with CNG storage provisions, consisting of a skid-mount system with an appropriate number of pressure vessels to provide a minimum of 86 DGE of availability on an as-needed basis. This system shall serve two purposes. First, it shall function to protect the pressure relief valves on the compressors from back pressure on the time-fill line in the event time-fill lines are disconnected while the compressors are operating. Second, it shall provide a means to direct-fill vehicles (similar to fast fill) by dedicating all storage and compressor production to a single vehicle without having to disconnect time-fill lines currently connected to vehicles. The skid shall include a 95% coalescing filter and 99.5% final filtration filter to ensure oil and water do not collect in the storage. System shall be capable of recharging on an as-needed basis during daytime operating hours to ensure a reserve fuel supply is on-hand to meet direct-fill demand requirements.

- B. It is the preference of the City that equipment and components sourced for this project be manufactured in the United States whenever possible with the specific intention of obtaining a completed system of the highest quality/reliability and, when service/repair is required, that replacement parts will be readily available.

1.2 CODES AND STANDARDS

- A. All equipment and the entire packaged fueling system shall comply with the latest revisions of applicable codes and standards in effect at the time of proposal submittal. All materials shall be new (i.e., not previously used and manufactured within six months of equipment delivery). As a minimum, the equipment shall comply with the following codes and standards:

1. American National Standards Institute (ANSI)
 - a. ANSI/NGV 1 Standard for Compressed Natural Gas Vehicle Fueling Connection Devices
 - b. ANSI/NGV 4.1 NGV Dispensing Systems
 - c. ANSI/NGV 4.2 Hoses for Natural Gas Vehicles and Dispensing Systems
 - d. ANSI/NGV 4.4 Breakaway Devices for Natural Gas Dispensing Hoses and Systems
 - e. ANSI/NGV 4.6 Manually Operated Valves for Natural Gas Dispensing Systems
 - f. ANSI/NGV 4.7 Automatic Pressure Operated Valves for Natural Gas Dispensing Systems
 - g. ANSI/NGV 4.8 NGV Fueling Station Reciprocating Compressor Guidelines
 - h. ANSI Z535.2 Environmental and Facility Signs

2. American Petroleum Institute (API)
 - a. API Recommended Practice 520 - Sizing, Selection, and Installation of Pressure Relieving Devices in Refineries
3. American Society of Mechanical Engineers (ASME)
 - a. Boiler and Pressure Vessel (B&PV) Code
 - 1) Section V- Nondestructive Examination
 - 2) Section VIII, Division I- Pressure Vessels
 - 3) Section IX- Welding and Brazing Qualifications
 - b. ASME A13.1 - Scheme for the Identification of Piping Systems
 - c. ASME B16 - Standards for Valves, Flanges, Fittings, Gaskets, and Valve Actuators
 - d. ASME B31.3 - Process Piping Code
4. American Society for Nondestructive Testing (ASNT)
 - a. SNT-TC-1A Recommended Practice
5. American Welding Society (AWS)
 - a. A5.1 - Covered Carbon Steel Arc Welding Electrodes
 - b. A5.5 - Low Alloy Steel Covered Arc Welding Electrodes
6. California Code of Regulations (CCR)
 - a. Title 8 Industrial Relations (CalOSHA)
 - b. Title 24, Part 2 California Building Code (CBC)
 - c. Title 24, Part 3 California Electrical Code (CEC)
 - d. Title 24, Part 4 California Mechanical Code (CMC)
 - e. Title 24, Part 5 California Plumbing Code (CPC)
 - f. Title 24, Part 9 California Fire Code (CFC)
7. National Fire Protection Association (NFPA)
 - a. NFPA 52 - Vehicular Fuel Systems Code
 - b. NFPA 54 - National Fuel Gas Code
 - c. NFPA 704 - Identification of the Hazards of Materials for Emergency Response
8. Society of Automotive Engineers (SAE)

- a. JI616 Recommended Practice for CNG Vehicle Fuel
- 9. Underwriters Laboratories Inc. (UL)
 - a. UL508 - Industrial Control Equipment
 - b. UL 508A - Industrial Control Panel
 - c. UL 1604 - Electrical Equipment for Use in Class I and II, Division 2, and Class III Hazardous (Classified) Locations
- 10. U.S. Department of Labor (OSHA)
 - a. Title 29 CFR Part 1910 - Occupational Health and Safety Standards
- 11. U. S. Department of Transportation (DOT)
 - a. Title 49 CFR Part 192 - Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards

1.3 QUALITY ASSURANCE

- A. All equipment shall be permanently affixed and accessible for maintenance and operation in accordance with all code requirements. Supports for all equipment shall conform to California Building Code seismic requirements.
- B. All paint and priming products, whether shop or field applied shall be lead, chromium, and cadmium free. In addition, these products and all other materials used shall comply with local, regional, state and federal air quality rules and regulations, especially those of the local air quality management district.
- C. All materials and surfaces exposed to the exterior, unless otherwise pre-finished or otherwise treated with a corrosion-resistant finish, shall receive a three-coat shop-applied paint system.
- D. The CNG compressors shall be factory-inspected and certified by a Nationally Recognized Testing Laboratory for compliance with NFPA 70. Certification by the third party inspection firm shall be evidenced by the submittal of the inspection report and the application of a sticker on the equipment.

1.4 SUBMITTALS

- A. Within six (6) weeks of receipt of the Notice to Proceed, submit four copies of the following drawings and data for review. Submittal drawings and data shall be certified by the respective equipment manufacturer that the drawing(s) and data accurately represent the final product/system in all respects.
 - 1. For each equipment system or assembly: general arrangement drawing, process and instrumentation diagram, mechanical fabrication/assembly drawing, electrical elementary diagram, wiring diagram, electrical control assembly drawing, and installation instructions. Equipment arrangement

drawings shall clearly identify the precise location, number, and size of customer connections, weight of equipment, and anchor bolt size and pattern for attachment of equipment to foundation.

2. Station and compressor unit controller ladder logic diagrams on CD and spare PLC CPU with the programs saved on the spare CPU. If dedicated PLC's are used for station and compressor unit control, then submit one CPU with program each for station and compressor unit controls for a total of two CPU's with corresponding programs.
 3. Complete mechanical and electrical bills of material.
 4. Written guarantee stating compressor complies with ring life and oil carryover requirements.
 5. All pressure-relief valve-sizing calculations stamped and signed by a licensed California Professional Engineer.
- B. No fabrication or material purchase shall start until drawings and permits are reviewed and accepted by the City's Project Manager. Individual equipment systems may be released for fabrication upon City's Project Manager acceptance of their corresponding, certified shop drawings.
- C. Submit equipment record drawings as described in Article 3.9.
- D. Submit operating and maintenance manuals as described in Article 3.10.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All equipment and structures shall be designed, fabricated, and supported to comply with the latest edition of the California Building Code and seismic requirements.
- B. The fueling equipment shall be designed for continuous operation and shall meet vehicle fueling needs upon user demand around the clock. The operation of the fueling system shall be automatic (shall start-up and stop automatically) with provisions for manual operation/intervention. In the event of an alarm or emergency shutdown, on-site manual intervention shall be required to reset the equipment.
- C. Natural gas shall be used for pneumatic controls for the CNG fueling equipment and for activation of the station inlet shutoff valve.
- D. The compressor noise level shall not exceed 75 dB(A) 10 feet from the CNG compressor skid enclosures.
- E. All materials shall be non-combustible or fire-rated.
- F. Sufficient access shall be provided to perform major work on the compressor, including the removal of driver. All electric panels shall have the necessary

clearances in front of openings as required by code. Sufficient access may be provided by removal of all or part of the compressor enclosure(s).

- G. All equipment mounting shall comply with design requirements of appropriate sections of CBC. Equipment skids and mounts shall be of welded steel construction and shall have lifting lugs. Skids and equipment mounts shall accommodate anchoring to a concrete foundation using an adhesive-filled, drilled in-place anchor system.
- H. All gas containing components shall be protected by pressure relief valves set at or below each component's maximum allowable working pressure.
- I. All electrical controls shall be pre-wired to a single terminal strip in a junction box. The terminal strip shall be clearly labeled, ready for field termination. The junction box shall have skid edge conduit connections.
- J. All drain connections shall be piped to the skid edge and plugged.
- K. Gas inlet and outlet lines shall be terminated at the skid edge.
- L. All non-stainless steel components shall be primed and painted.

1.2 PACKAGED COMPRESSION UNIT

- A. Natural Gas Compressor System
 - 1. Acceptable Packager or Manufacturer :
 - a. ANGI Energy Systems/Ariel
 - b. IMW
 - c. Or approved equal
 - 2. New electric-motor driven compressor systems, mounted on separated skids, shall be provided.
 - 3. Each compressor system shall be a self-contained electric-driven package, consisting of an electric motor driven compressor, controls, auxiliary systems, and safety devices. The compressor shall be designed specifically to compress natural gas. No converted gas engine or air compressor shall be used.
 - 4. A programmable controller to monitor and control all compressor functions shall be provided onboard the compressor skid. All alarm outputs from the PLC shall be clearly displayed by means of an LCD display visible from outside the skid. Separate indication shall be provided for a power on alarm and a compressor running alarm. An emergency shutdown button shall be provided.
 - 5. Compressor Motor Control Center (MCC)

The compressor motor control center shall be located in a non-hazardous area and shall include:

- a. Provision for a single 240/480 volt supply. The minimum short circuit rating for the panel shall be 65,000 amps RMS symmetric.
 - b. A lockable main breaker sized to adequately handle compressor horsepower.
 - c. A 120 volt transformer for control circuit power shall be provided.
 - d. A 120 volt convenience outlet.
 - e. An SCR-type (solid state) programmable reduced voltage motor starting shall be provided.
 - f. Starting and stopping of each compressor skid shall be hard-wired.
 - g. Fuse protection on all circuits.
 - h. An hour meter.
 - i. All 120 volt wiring shall be terminated at a single, clearly labeled terminal strip ready for field interfacing.
 - j. An emergency shutdown button.
 - k. A keyed reset button that requires manual re-activation.
6. A compressor on/off switch.
- a. All of the above items are to be housed in a single weather proof NEMA 3R enclosure suitable for location outside of the classified area.
 - b. Lighting inside the enclosure operated by a switch.
 - c. Modem for transmitting system operating and status data,
 - d. Additional termination points for remote emergency shutdown pushbutton stations (remote pushbutton stations shall be provided by Contractor).
7. The control system shall shutdown the compressor upon the following conditions/events:
- a. High/low suction pressure,
 - b. High gas discharge pressure,
 - c. High gas discharge temperature,
 - d. Low oil pressure,

- e. High/low oil temperature.

B. Gas Recovery System

- 1. The gas recovery system shall recover any gas that is vented during normal compressor operation and shutdown. Upon compressor shutdown all gas within the compressor stages, heat exchanger, etc. shall be routed to the gas recovery system to allow unloaded compressor startup.
- 2. The gas recovery vessel shall be ASME rated and have the necessary capacity and pressure rating to accumulate the blowdown gas without relieving gas to atmosphere or to the station inlet line. The recovery vessel shall have a relief valve. Provide relief valve sizing calculations to the City's Project Manager for review and acceptance prior to relief valve purchase.

C. Filters

- 1. Acceptable Manufacturers:
 - a. Finite
 - b. Nowata
 - c. Or approved equal
- 2. The compressor shall be equipped with an automatic condensate drain system including blowdown valves, blowdown tank, and blowdown tank relief valve.
- 3. A coalescing filter shall be provided downstream of the final stage after-cooler.

D. Enclosure

- 1. A totally enclosed weather-proof and sound attenuating enclosure accessible from all sides by means of lockable hinged and removable doors shall be provided. All materials shall be non-combustible or fire-rated materials. The enclosure shall be of aluminum and/or heavy gauge steel. The enclosure shall be designed to limit compressor noise levels to a maximum of 75 dB(A) at 10 feet from the enclosure.
- 2. A point infrared gas detection system shall be provided to initiate an alarm at 25% LEL and a station emergency shutdown at 50% LEL. Fan shall be suitable for use in Class 1, Division 2 areas. Acceptable gas detection manufacturers are:
 - a. Sierra Monitor
 - b. Scott Instruments
 - c. Or approved equal
- 3. One light fixture suitable for Class 1, Division 2, Group D locations shall be provided complete with explosion-proof wall mounted manual switch.

4. Exterior surface shall be weather-proof and coated with the manufacturer's recommended coating system.

1.3 NATURAL GAS DRYER

- A. The natural gas dryer shall be a skid-mounted single-tower dryer with a regenerative system.

- B. Molecular Sieve

1. Adsorbent shall be molecular sieve 3A with a minimum life of 5 years. The tower shall be loaded with a minimum of 600 pounds of desiccant.
2. The sieve shall minimize adsorption or desorption of odorants, CO₂, H₂S, and other components or trace elements from natural gas.

- C. Adsorption Tower and Filters

1. The dryer shall consist of a single tower with a regenerator. Dryer shall be located on the suction side of the compressor. Pressure drop across the dryer skid (between the skid inlet and outlet flange connections) shall not exceed 5 psi. Skid isolation and bypass valves shall be provided and shall be ball valves. The inlet and outlet skid connections shall be 3" rated ANSI 150 flanges. Piping system including welding shall be in accordance with ASME B31.3 Process Piping.
2. The adsorption tower shall be rated at 200 psig and 400°F. The tower shall have a safety relief valve with appurtenances to allow for testing. Contractor shall submit calculation on relief valve sizing for review and acceptance prior to purchase. The tower shall be fitted with desiccant fill and drain ports to allow desiccant transfer without disassembling piping. Locally-mounted adsorption tower pressure gauge shall be provided.
3. A coalescing filter shall be provided for the adsorption tower inlet. The filter shall be sized to capture liquid slugs and capture aerosol and solid particles greater than 0.01 micron (Grade XP). The filter shall be equipped with a differential pressure indicator and manual liquid drain to skid edge. A particulate filter rated for 1 micron (Grade ZHTNX) shall be provided for the adsorption tower outlet. A differential pressure indicator shall be provided. Filters shall possess ASME rating or Canadian Registration Number approval. Both filters shall allow replacement of the filter element without removing the filter from the piping.

- D. Regeneration System

1. Operator-attended regeneration shall be manually initiated by a panel mounted push-button after the manually operated isolation valves are correctly positioned. The regeneration time shall be approximately six hours. Regeneration gas flow shall be in a downward direction through the desiccant bed. The regeneration system shall comprise a blower, low-Watt

regeneration heater, cooler, separator and accumulator tank as well as related piping, wiring and controls.

2. The gas blower shall be a vane- or lobe-type with an electric motor rated in accordance with NFPA 70. Blower/motor shall be installed in an ASME "U" or "UM" stamped carbon steel pressure vessel with the same pressure rating as the dryer vessel. The horizontal blower bell housing shall be fitted with glides mating stainless steel runners fitted to the support skid to permit removal from the blind flange with minimal effort by one person. Suitable anchoring of the blower housing shall be provided to support the blower housing once installed.
3. The gas heater shall use incoloy sheathed, low-Watt-density electric heating elements mounted inside an insulated heating chamber. The heater bundle shall be furnished with a thermocouple and temperature switch for heater sheath over-temperature alarm and shutdown. A heater high outlet temperature switch shall be furnished at the heater outlet. The heater vessel shall be an ASME "U" or "UM" stamped carbon steel pressure vessel if applicable with the same pressure and temperature rating as the desiccant chamber.
4. An air-to-gas fin tube after-cooler complete with electric motor and non-parking fan blades with motor in compliance to Class 1, Div. 2, Group D electrical class shall be provided. A high-efficiency coalescing-separator with two-piece aluminum bowl and head construction shall be provided. It shall include a carbon steel condensate reservoir and a manual drain valve piped to the skid edge. The reservoir shall have a liquid capacity for at least two regeneration cycles.

E. Dewpoint Monitoring

1. The dewpoint monitoring system shall generate alarm signals when the dew point at the dryer outlet begins to deteriorate. The first alarm set point shall indicate the dryer outlet dew point has started to deteriorate. The second alarm set point shall indicate the need for regeneration of the system. The dryer outlet dewpoint shall be presented on the NEMA 4 panel text display.

F. Additional Requirements

1. Output relays shall be provided for remote signaling to "trouble", "shutdown", and "normal" beacons. Beacons shall be located at the MCC area.
2. Dryer shall include a local disconnect switch. Disconnect switch shall be 480VAC, 30A, 3P with (3) 30A fuses in NEMA 3R enclosure. Switch shall have a minimum short circuit rating of 65,000 amps rms symm.
3. System shall be pressure and functionally tested at the factory.

1.4 PRIORITY/BUFFER PANEL

- A. Panel shall be matrix-type and controlled by a PLC and designed to direct the flow of any of the CNG compressors to the vessel storage fast-fill CNG dispenser or to the time-fill system. Fill operation of each fast-fill hose shall be fully independent of the other fill hose. Panel shall be located adjacent to the storage vessel assembly. NFPA 52 required emergency shut-off valves on process lines feeding the dispensers shall be provided in this panel.
- B. Panel design shall use only stainless steel 1" standard port SVF, Nutron, or approved equal 6000 psi rated ball valves for automated and manual valve applications. No proportional valves shall be used. Manually operated ball valves shall be located outside the panel on incoming and outgoing lines. All panel connections shall be 1" FNPT.
- C. Panel shall be a NEMA 4X rated enclosure with support legs suitable for anchoring the panel to a concrete foundation using a post-installed anchor system.
- D. Provide pressure transducers (24 VDC) to be installed onsite on process lines adjacent to the storage vessels.
- E. All electrical components shall be suitable for Class 1, Division 2, Group D locations.
- F. Time-fill Control & Metering:
 - 1. An electronic fill control system shall be provided for time-fill control.
 - 2. One MicroMotion CNG050 or approved equal mass flow meter shall be provided to meter the natural gas fuel dispensed to all vehicles. Daily and totalized meter readings shall be automatically transmitted to the City's building management system via the CNG station control system.

1.5 TIME-FILL POSTS

- A. General
 - 1. Each post shall include a manually operated isolation valve, bleed valve, breakaways (one on each supply and vent hose), twin-type fill hoses (supply and vent), hose retractor, and NGV 1, Type 2 fill nozzle.
 - 2. Provide additional posts, as-required, with mounting brackets for ancillary equipment (ESD pushbuttons, signage, fire extinguishers, etc) within the time-fill area. Posts shall be similar to the time-fill posts except there will be no fill components (hoses, hose retractors, vent, etc).
- B. Fill Post Requirements
 - 1. Vent gas shall exit at the top of the post. Top of installed post shall be a minimum of ten (10) feet above grade.
 - 2. Hose breakaways for CNG supply and vent lines shall be in-line type.

3. Each fill hose shall consist of a twin-hose assembly (supply and vent hoses) rated at 5,000 psig and shall be electrically conductive. Hose assembly shall be a minimum 25 feet in length. Hoses shall be distinctly marked either by the manufacturer's permanently attached tag or by distinct markings indicating the manufacturer's name or trademark, natural gas service, and working pressure.
4. Fueling nozzle shall be a 3,600 psig Type 2, NGV-1 compatible coupling by OPW or approved equal and shall include a nozzle storage rack to protect nozzle from water and dirt when not in use. Prior to submitting their bid, the Contractor shall verify that this nozzle callout will be fully compatible with the CNG vehicle spec adopted by the City.
5. Point of connection to each fill post shall be 3/8" stainless steel tubing. Each post shall include a manually operated isolation and bleed valves.
6. Provide collision protection compliant with current International Fire Code (IFC) callouts including, but not limited to, Section 312 "Vehicle Impact Protection" and Section 2206.73 "Mounting of Dispensers".
7. Provide pre-cast concrete curb stops for each vehicle parking spot in locations as appropriate to align vehicles for proper refueling and to prevent contact with collision protection barriers.
8. The City prefers a design that will permit for unobstructed pedestrian access within the fueling area as illustrated in the photograph contained in Attachment K.

1.6 STATION CONTROL SYSTEM

A. Programmable Logic Controller

1. A programmable logic controller (PLC) shall be provided to control entire station operation, including but not limited to, compressor and emergency shutdown system. The PLC shall include all necessary memory modules, analog and discrete input/output cards, racks, and accessories to provide a complete and operable system. The PLC shall possess the capacity to be reprogrammed locally or remotely via modem. Contractor shall provide a minimum of 10% spare I/O points.
2. A display screen shall be provided at the compressor skid to indicate the condition of the compressor including the cause and status of shutdowns. All station set points shall be modifiable at the local display panel.
3. Provide each of the following spare PLC components:
 - a. CPU pre-programmed for use in the new compressor skids
 - b. Analog input module
 - c. Digital input module

- d. Digital output module
- B. Priority Control Logic
- 1. Buffer storage shall be accessed first, in the event of a demand for vehicle fueling from the bottle storage system. If storage cannot complete the fill, then the station control system shall start the compressor(s) to replenish storage as needed.
- C. Local Indicator System
- 1. Provide a local indicator system consisting of three colored beacons located in the CNG station electrical area. A red beacon shall be activated upon emergency shutdown. An amber beacon shall be activated upon compressor unit and/or dryer alarm. A blue beacon shall indicate that the station is available for use.
- D. Emergency Shutdown System
- 1. An emergency shutdown (ESD) system shall be provided. When the ESD system is activated:
 - a. Power supply and gas supply to the compressors and the time-fill posts are shut off.
 - b. Red indicating beacon is activated
 - c. Alarm notification call-outs via telephone are made to City's designated personnel.
 - 2. The ESD system shall be activated by:
 - a. CNG station shutdown pushbuttons (various locations).
 - b. Loss of station electrical power.
 - c. Methane gas detection within the compressor enclosure.
 - 3. The system shall not allow the station to resume operation without a manual reset and the cause(s) of activation returning to normal.
- E. Remote System Monitoring
- 1. CNG station status data (operating data, alarms, and shutdown) shall have capability to be remotely monitored by City-authorized third party service providers or designated City personnel and shall be integrated into a desktop computer management system that is compatible with systems in use by the City. Contractor shall provide all labor, supervision, tools, materials, and equipment necessary to furnish and install this system in a location identified by the City. Contractor shall coordinate integration and installation of any software with the City's IT Department, if necessary.
 - 2. Contractor shall provide all programming services, software, and hardware for modifications to completely integrate in every respect the

data including alarms from the CNG fueling station. Contractor shall furnish, install, test, calibrate, and commission the desktop management system to the complete satisfaction of the City.

F. Compressor Unit Switching

1. A control panel shall be provided to facilitate automatic switching of the compressors. Panel shall be capable of switching all compressors under the final build-out scenario. The panel shall allow multiple compressors to operate at any time. The panel shall include but not be limited to the following:
 - a. Momentary contact type timer switch and direct action impulse relay to alternate operation of up to four compressors to balance run hours among all of the compressors.
 - b. Controls to permit automatic starting of standby compressor(s) upon failure of the assigned compressor(s). Standby compressors will not be permitted to startup in the event of a station emergency shutdown.
 - c. The system shall lock-out compressor(s) based on the compressor with the highest operating runtime. If a compressor malfunctions, then the next compressor shall automatically start.

1.7 INSTRUMENTATION AND CONTROLS

- A. All pressure gauges shall conform to the following requirements:
 1. All gauges shall read at least 1.2 times the system design pressure (NFPA 52).
 2. Accuracy, including hysteresis, shall \pm 0.5% of full scale or better.
 3. Rear blowout protection shall be provided.
 4. All gauges shall be waterproof and oil-filled.
 5. The dial shall have a minimum diameter of 2-1/2 inches.
- B. All temperature gauges shall conform to the following requirements:
 1. Accuracy shall be within \pm 1 % of the full scale or better.
 2. The dial shall have a minimum diameter of 2-1/2 inches.
- C. All instrument components interfacing with natural gas shall be made of material compatible with odorized natural gas. No copper metal or alloys containing more than 70% copper shall be used in natural gas service.
- D. All gauges and manually-operated valves shall be located no higher than five (5) feet above grade except gas dryer regeneration inlet valve

PART 3 - EXECUTION

3.1 EQUIPMENT INSTALLATION - GENERAL REQUIREMENTS

- A. CNG equipment shall be installed in accordance with the Contract Documents and the manufacturer's installation instructions. In the event of a conflict, the Contractor shall notify the City of the conflict and the most stringent requirement shall prevail.
- B. CNG equipment shall be installed in compliance with the codes and standards listed in Article 1.2 and all applicable state and local codes and requirements.
- C. The Contractor, prior to bidding, shall visit the job site to become acquainted with the existing conditions related to his work and shall include in the bid proposal all labor and materials required for the installation to be complete and operative.
- D. Prior to any trenching, the Contractor shall take necessary steps to identify and verify the location of all existing underground utilities. Any damage to the existing underground utilities shall be repaired or replaced at the Contractor's expense.
- E. Contractor shall provide all equipment, structures, and materials unless noted otherwise.
- F. The Contractor shall be responsible for securing all required permits and inspections. Contractor shall make arrangements for all required parties to be present at inspections and tests.
- G. All changes shall be reviewed and approved by the City prior to any changes being made. A stamped set of the most recently-permitted drawings shall be kept on site at all times.
- H. Install equipment on concrete foundations or pads in accordance with the equipment manufacturer's installation instructions and Contract Documents. The surface finish, flatness, and slope (if any) of the concrete foundation shall be as specified by the equipment manufacturer's instructions. All post-installed anchors shall be ICC evaluated and approved. Installation of post-installed anchors shall be inspected and approved in accordance with Chapter 17 of the CBC.
- I. The Contractor shall complete all equipment connections and provide a fully operational system. Flexible connectors rated for the intended service shall be provided for all piping and conduit connections to vibrating equipment.
- J. Bare carbon steel surfaces (piping, vents, etc.) shall be primed and painted in accordance with the Contract Documents. Color shall comply with ASME A13.1.

3.2 INTERCONNECTING (OFF-SKID) PIPING/TUBING INSTALLATION

- A. Piping and tubing systems for interconnection of CNG equipment shall be rated for the maximum pressure and temperature to which they will be subjected under normal operating conditions and be properly supported and protected to prevent damage from vibration during operation and maintenance. Piping and tubing systems shall be installed in a neat and orderly arrangement, adapting to the contours of the skid package. Piping and tubing systems shall not obstruct access openings. Supports shall not be welded directly to piping or tubing.

- B. Unless noted otherwise, piping design, inspection, and testing shall be in accordance with ANSI/ASME B31.3. Non-destructive examination shall be as specified in the Piping Plan. Piping shall be seamless and conforming to ASTM A106, Gr.B. Cast iron or semi-steel piping shall not be used. Testing shall be pneumatic.
- C. Unless noted otherwise, a) threaded gas pipe connections may be used on 1-1/2 inch nominal pipe size and smaller for piping systems with a design pressure no greater than 200 psig (otherwise, such piping shall be socket- or butt-welded) and b) piping larger than 1-1/2 inch nominal pipe size shall be butt-welded.
- D. Tubing and tube fittings shall be stainless steel. All tubing fittings shall be rated for at least 6,000 psig working pressure. All tubing fittings used throughout the station system (dispensers, storage, and inter-skid connections) shall be Swagelok 316 stainless steel, or approved equal. Different mixed brands of tubing and fitting shall not be used with equipment. Contractor may use stainless steel pipe and socket-welded stainless steel fittings in lieu of stainless steel tubing and compression-type fittings except where disassembly is required for maintenance.
- E. Stainless steel tubing shall be seamless and bright annealed, ASTM SA-269, type 316. The maximum hardness of the stainless steel tubing shall be no more than Rockwell hardness of 80. Where the following nominal OD tubing is used, the corresponding minimum wall thickness shall be:

<u>Nominal OD</u>	<u>Minimum Wall Thickness</u>
1/4"	0.049"
3/8"	0.065"
1/2"	0.083"
3/4"	0.109"

- F. Piping shall be primed and painted in accordance with the Contract Documents.
- G. Personnel installing tubing and tube fittings shall be trained and certified by the tube-fitting manufacturer. All tubing shall be installed neatly and in a workmanlike manner. All tubing shall be properly anchored, supported, and/or pitched. All tubing shall run true to the vertical and horizontal axes of the skid. All valves shall be accessible for easy operation and maintenance. Teflon paste and Teflon tape impregnated with nickel shall be used to seal tube fitting pipe thread connections.
- H. All piping, tubing, fittings, and other piping components between the ASME storage vessel and the first shutoff valve shall be designed for the full range of pressures, temperatures, and loadings to which they may be subjected with a factor of safety of at least eight (8) based on the specified minimum tensile strength (SMTS) at room temperature. All other pipe, tubing, fittings, and other piping components shall be suitable for the full range of pressures, temperatures, and loadings to which they may be subjected with a factor of safety of at least four (4) based on SMTS.
- I. All drain lines shall be brought to skid edge and allow draining into a container placed on the ground next to the skid.
- J. Spacing for piping, tubing, and conduit supports shall be as follows:

1. Piping: Every 5-feet maximum.
2. Tubing: Every 5-feet maximum and within 8-inches of a tube bend.
3. Conduit: Every 5-feet maximum.

3.3 CATHODIC PROTECTION

- A. All buried carbon steel portions of the piping system must be isolated and cathodically protected to insure a 850 millivolt pipe to soil potential for a minimum of 30 years. Conductors shall be attached to gas pipes by thermite welding. Soil resistivity test is the responsibility of the Contractor.
- B. Contractor shall provide all materials including, but not limited to, prepackaged anodes, test station (with leads, wire, terminal board, and fittings), valve box with cover suitable for H-20 traffic loading, and cad weld thermite cartridges for a complete cathodic protection system.

3.4 FIELD COATING OF BURIED PIPE

- A. Specifically, the work to be performed under this section is the furnishing and application of protective coatings to all pipe, conduit, field joints, damaged pipe wrap, tees, ells, fittings, and any other bare metal surfaces to be buried. No galvanized pipe shall be buried.
- B. Contractor shall purchase plastic-coated pipe when available. If plastic-coated pipe is not available, Contractor shall field-wrap all buried pipe. The field coating of bare pipe shall be considered a normal part of the pipe installation.
- C. The Contractor is required to repair all damaged wrap or defects prior to lowering into the ditch. The field coating of bare pipe and/or damaged wrap shall be considered a normal part of the pipe installation.
- D. Contractor will be responsible for the condition of the pipe coating at the time he takes possession of the pipe.
- E. The wrapped pipe shall be visually inspected by the Contractor. Poor wrap shall be removed and repaired. The City shall have the opportunity to perform holiday test of factory and field-wrapped pipe.
- F. Prior to application, all surfaces to which a protective coating is to be applied shall be thoroughly dried and cleaned of all paint, rust, scale, grease, dirt, and foreign matter.
- G. Cold-applied tape and primer must be used on all field joints, damaged plant wrap, tees, ells, fittings, and any other bare metal surfaces to be buried, unless otherwise specified. See Article 3.5, Paragraph N, for approved tape and primer. Method of application for wrapping and wrap repair shall be in accordance with approved manufacturer's procedure.
- H. At points where pipe or steel conduit emerges from or enters the ground, the wrap shall extend 2 inches above the finished ground level.

- I. If the field wrappings with tape of fittings and valves not furnished coated is unsatisfactory because of irregular surfaces, the Contractor may, with the consent of the City's Project Manager, elect to apply PPG Industries Coal Cat WC 40101, Royston Laboratories Roskote 201, Coal Tar Epoxies or approved equal. The application shall be made in accordance with manufacturer's recommendations to obtain a thickness of 8 mils or more.
- J. All exposed above-ground bare metal surfaces, unless otherwise specified shall be painted with two prime coats, and two finish coats (Section 09910) of semi-gloss silicone alkyd (minimum 2 mils dry film thickness.) Care shall be taken to prevent abrasion or scarring of the prime coat. Any damage to the primer shall be repaired before subsequent coats are applied. The prime coat shall be thoroughly dry before the paint coat is applied. Paint shall be applied at a coverage rate as recommended by the manufacturer. Owner shall specify color of finish coat.
- K. Contractor shall furnish all materials for all field coating operations. Material shall be per Article 3.5, Para M. The field coating materials shall be considered a normal part of the NGV fueling station installation.
- L. Contractor shall field-wrap all damaged wrap on buried steel conduit. The field coating of buried bare steel conduit shall be considered a normal part of the pipe installation.
- M. Cold-applied tapes and primers approved for below-ground installations are listed below according to their brand names, identification numbers, tape width, and the pipe sizes on which the tapes are used.
- N. Acceptable Manufacturer:
 - 1. Primer- Polyken 1027; Pipe Coating- Polyken 930-35
 - 2. Or approved equal
- O. Two-inch wide tape shall be used for all fittings and multi-directional wrapping.
- P. Joints and fittings require two layers of wrap. The tape shall be applied with a 60% overlap.
- Q. Materials for above-ground protective coating shall be per industry standard.
- R. Contractor shall collect and haul away from jobsite all wrapping wastes, such as scrap tape, primer, cans, etc.

3.5 ELECTRICAL INSTALLATION

- A. The complete electrical installation shall be in accordance with the California Electrical Code, all applicable state and local codes, and Contract Documents.
- B. Galvanized rigid steel conduit shall be used for all conduit installed above grade. Conduit installed below grade shall be PVC schedule 40. Underground PVC conduit runs intended to stub-up and terminate at above-grade equipment, boxes and cabinets shall be transitioned to galvanized rigid steel conduit or PVC coated rigid steel conduit below grade, in the horizontal conduit run. Conduit seal fittings shall be installed in accordance with the CEC. Drawing details are diagrammatic and do not necessarily show all required seals. Contractor shall be required to provide all seals in accordance with the CEC.

- C. Connections to motors and other devices or equipment that may be subject to vibration shall be made with flexible conduit in accordance with CEC requirements for the area classification. Drawing details are diagrammatic and do not necessarily show all required flexible conduit.
- D. Unless otherwise indicated, the minimum size of conduit shall be 3/4" diameter for above grade installations and 1" diameter for below grade installations. All conduit ends shall have bushings. Galvanized rigid steel (GRS) conduits shall have grounding bushings. Conduits shall meet CEC requirements for Class 1, Division 1 and Class 1, Division 2 in classified areas.
- E. Unless otherwise indicated, the minimum size of conductors shall be #12 A WG THWN copper only.
- F. Green insulated ground conductors shall be installed in all feeder and branch circuit wiring.
- G. All ground connectors shall be manufactured by Erico, OZ Gedney, Bumdy, or approved equal. Use thermal weld ground connections below grade. Above grade ground connections may be thermal weld or mechanical type.
- H. Provide equipment/circuit identification nameplate and labels on all equipment and devices. Labels shall be self-adhesive phenolic type with white letters on black background.
- I. The Contractor shall provide typewritten directories for all electrical panels involved in this project. The panel directories shall reflect the as built circuits. One copy of the schedule shall be secured to the inside of the panel door, and one copy shall be submitted to the engineer as an "as-built" drawing.
- J. Electrical equipment and feeders shall be supported and/ or anchored in accordance with CBC seismic requirements.

3.6 ONSITE FACILITY PRESSURE TEST

- A. The Contractor shall be responsible for arranging and performing all tests of the CNG fueling system as required by the applicable codes, regulatory agencies, and this specification. All testing shall be done in the presence of the Contractor, City's Project Manager (or designated representative), and applicable regulatory agencies.
- B. A pressure test in accordance with ASME B31.3 Paragraph 345.5.5 shall be performed on the completed interconnecting piping and tubing system prior to tying to the gas meter. A minimum test pressure as shown on the drawings shall be maintained for at least four hours. Nitrogen shall be used as the pressure test fluid.
- C. Pressure tests of the piping system shall be recorded on a pressure recording device (e.g., chart recorder) in the presence of the City's Project Manager (or designated representative). Proof of pressure recording device calibration within six (6) months prior to the test is required. The City's Project Manager (or designated representative) must initial all Pressure Test records and witness all Pressure Tests.

- D. The testing, to the extent the schedule permits, shall be organized to minimize the number of separate tests. If possible, the entire system shall be tested as a single testing segment.
- E. Upon completion of any test, all test records shall become the property of the City. The Contractor shall forward to the City's Project Manager copies of test records indicating that all piping has been strength- or pressure-tested. Test records shall be signed and dated by the City's Project Manager (or designated representative) upon witnessing and verifying said test. It is the responsibility of the Contractor to ensure that all representatives of the permitting agencies that may be required to witness testing are given proper notice prior to any testing of the CNG Fueling Station.
- F. If a tested section fails to maintain the specified test pressure, the Contractor shall determine the location of the leakage or failure. The Contractor shall remove the defective section and install, with new material, a replacement section prior to reinitiating the test. The section shall be retested in its entirety for at least four hours.
- G. The system, after completion of the required leak or strength test, shall remain pressurized until the Owner's Representative is on site. Depressurization of the system shall only commence after authorization from the Owner's Representative. If the system fails to maintain pressure during the period subsequent to the test, damage to the system must be suspected and the system must be retested.
- H. The Owner shall not be held liable for any additional costs associated with damages, repair, retesting, investigation, etc., arising from failures due to inferior workmanship, and/or materials furnished by the Contractor, which prove to be defective until testing.
- I. Once the facilities are successfully pressure-tested, the Contractor shall not perform any maintenance or further work on the facilities without the express written permission of the Owner's Representative.

3.7 ONSITE SYSTEM STARTUP, TESTING, AND TRAINING

- A. Prior to shipment, the CNG compressor shall be operated for a minimum of four (4) continuous hours and functionally tested. The test shall include, but not be limited to, operation of the compressor, all control, safety shutdown, and alarming systems, etc.
- B. The installed fueling equipment shall undergo a witnessed system test. At least two (2) weeks prior to the system test, the Contractor shall submit to the City's Project Manager draft Maintenance and Operating Manuals. During the testing of the mechanical, instrumentation and electrical equipment by the Contractor, the Contractor shall make available representatives of the manufacturers of all of the major equipment or other qualified persons who shall instruct the City's personnel in the operation and maintenance thereof. Natural gas shall be used for the system test. Piping and tubing shall be purged with nitrogen prior to introducing natural gas. The tests shall include, but not be limited to, the items listed below:
 - 1. Run test fueling station for proper operation. This includes calibrating all instrumentation and fast-fill dispenser.
 - 2. Test the ESD system.

3. Test compressor control panel and shutdowns.
 4. Test dryer system.
 5. Test time-fill system.
 6. Test fast-fill dispenser.
 7. Any discrepancies found as a result of these inspections and tests shall be corrected by the Contractor at no cost to the City (including the cost for making all the corrections and repeating the tests within two (2) weeks.)
- C. The City's acceptance of the fueling station and associated items furnished by Contractor shall not occur until the following requirements have been met:
1. It has been demonstrated to the satisfaction of the City's Project Manager that the fueling station as a whole, meets and conforms to the requirements of the Contract Documents.
 2. All testing required by the Contract Documents has been successfully completed and has been accepted by the City's Project Manager.
 3. The date of acceptance of the fueling station shall be the date of the written notice of its acceptance by the City to the Contractor. All warranties and/ or guarantees referred to or implied in the Contract Documents shall commence on that acceptance date.
 4. Acceptance by the City's Project Manager of the witnessed test shall not release Contractor from any of its warranty obligations, or any other obligation, under the Contract Documents.
- D. Contractor shall provide two (2) formal training classes in station operation, service, and maintenance. Factory service representatives shall instruct the City's designated operating and maintenance personnel in the operation, adjustment, and maintenance of all equipment and systems. Training shall include classroom and "hands-on" activities. The basis of instruction shall be the station operating and maintenance manual.

3.8 RECORD DRAWINGS

- A. The Contractor shall update the equipment shop fabrication drawings to reflect all field modifications subsequent to delivery from the factory. The latest revision of the shop fabrication drawings shall be incorporated into the station operating and maintenance manuals. Drawings shall be provided in both hard copy and electronic PDF file formats.
- B. The Contractor shall submit red-line markups of the station installation drawings that reflect all field modifications.

3.9 OPERATING AND MAINTENANCE MANUALS

- A. All product data and related information appropriate for City's maintenance and operation of all products and systems provided under this Contract shall be compiled into an integrated CNG fueling station operating and maintenance manual. The manual shall include written test reports documenting performance and operational data. The station and compressor unit PLC program listings on CD shall be included

in the manual. Submit six (6) copies of the draft manual for review by the Owner's Representative. Four copies will be returned after review. Submit four (4) hardcopies and an electronic copy of the final manual after acceptance by the City.

3.10 WARRANTY SERVICE

- A. Contractor shall provide a minimum one-year warranty covering parts and labor. The warranty period shall begin upon acceptance of each corresponding phase of the station construction by the City.

- B. Warranty Service Levels:
 - 1. Warranty service will be provided by the Contractor in two (2) levels. Level 1 will be of an emergency nature requiring an expedited resolution. Level 2 will be of a nature that is not significant operationally and does not require immediate dispatch of Contractor to the CNG facility. The City will be solely responsible for the determination of the warranty service level required for each callout.
 - a. Level 1 warranty service conditions - Contractor will initiate problem resolution via telephone contact with the City within one (1) hour and a site visit (if appropriate) within four (4) hours of notification by the City. The Contractor shall be equipped to receive notification by the City seven (7) days a week, twenty-four (24) hours a day without exception throughout the warranty period.
 - b. Level 2 warranty service conditions - Contractor will make contact with the City within twenty-four (24) hours of notification by the City. Notification by the City will be made between the hours of 8:00 a.m. and 5:00p.m., Monday through Friday, excluding holidays. The initial service contact (site visit or telephone call) to resolve the problem will be at a mutually agreed upon time and date not to exceed one (1) week after notification.

END OF SECTION

END OF TECHNICALS

ATTACHMENT B

PHASED FUNDING PROVISIONS

ATTACHMENT B

PHASED FUNDING PROVISIONS

1. PHASED FUNDING

- 1.1. The selected Design-Builder will be required to provide a Pre-award Schedule in accordance with sections 9-3 and 6-1 of the Supplementary Special Provisions (SSP) prior to award of Contract.
- 1.2. For phased funded contracts, the City typically secures enough funds for the first 90 Days of the contract prior to award. Within 10 working days after announcement of the Apparent Winner, the Design-Builder must contact the Project Manager to discuss fund availability and the duration of the first phase and submit the Pre-Award Schedule to the City for approval and preparation of the first Phased Funding Schedule Agreement.
- 1.3. The Design-Builder will be required to provide a Pre-award Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 9-3, "PAYMENT" prior to award of Contract.
- 1.4. If the Proposal submitted by the Apparent Winner is rejected by the City for any reason, then within 5 working days after receiving notice, the next Apparent Winner must provide the Pre-Award Schedule. This process will continue until the City has selected a Design-Builder or has decided to reject all Proposals.
- 1.5. The first Phased Funding Schedule Agreement must show the fund availability for the first phase. Within 22 working days from the date of the announcement of, or notice to the next Apparent Low Design-Builder (whichever occurs last) and once a Pre-Award Schedule is accepted by the City, the City will present the first Phased Funding Schedule Agreement to the Apparent Low Design-Builder.
- 1.6. At the City's request, you must meet with the City's Project Manager before execution of the first Phased Funding Schedule Agreement to discuss his or her comments and requests for revision to the Pre-Award Schedule.
- 1.7. Your failure to perform the following may result in the Proposal being rejected as **non-responsive**:
 - 1.7.1. meet with the City's Project Manager, if requested to do so, to discuss and respond to the City's comments regarding the Pre-Award Schedule,
 - 1.7.2. revise the Pre-Award Schedule as requested by the City within the specified 22 working days timeframe, or
 - 1.7.3. execute the first Phased Funding Schedule Agreement within a Day after receipt.

PHASED FUNDING SCHEDULE AGREEMENT

Check one: First Phased Funding Schedule Agreement
 Final Phased Funding Schedule Agreement

BID NUMBER: - K-16-6308-DB1-3-A

CONTRACT OR TASK TITLE: CNG Fueling Station for Refuse & Recycling – Design Build

CONTRACTOR: EFS West

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Phase 1: 80 working days. Bid Items: 1-4. Includes overall site design and all project permit approvals. Additive Alternate C: Repair Shop Upgrades	NTP	TBD (80 working days from NTP)	\$759,500
2	Phase 2: 150 working days. Bid Items: 5-7. Includes completion of underground trenching with phase specific stub outs for above-grade fill post installs, pads/foundations for the full station build-out, new electrical service upgrades, tie-in to the new SDG&E gas service feed, installation of 50 time-fill fueling points in the refuse vehicle parking lot, and a bottle storage quick fill system. 2 compressors. Additive Alternate A : 6 time-fill fueling points along red tag line Additive Alternate B : 1yr preventive maintenance & as needed service	TBD	TBD (150 working days from NTP)	\$2,395,400
3	Phase 3: 60 working days. Bid Items 8-9. Includes installation of 45 time-fill fueling points and 1 compressor.	TBD	TBD (60 working days from NTP)	\$740,000
4	Phase 4: 60 working days. Bid Items 10-11. Includes installation of 45 time-fill fueling points and 1 compressor.	TBD	TBD (60 working days from NTP)	\$740,000
Total				\$4,634,900

Page 2
Phase Funding Schedule Agreement
Bid K-16-6308-DB1-3-A

Notes:

- (1) City Supplement 9-3.6, "PHASED FUNDING COMPENSATION" applies.
- (2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on the PRICE PROPOSAL FORMS.
- (3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.

CITY OF SAN DIEGO


By: 

Name: Craig Ferguson
Project Manager

Department Name: Environmental Services

Date: 11-24-15

CONTRACTOR

By: 

Name: ART BABCOCK

Title: President

Date: 11-23-15

-END OF PHASED FUNDING SCHEDULE AGREEMENT-

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE each in its 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.

ATTACHMENT D
INTENTIONALLY LEFT BLANK

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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 are 7:00 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:

1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
2. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

2-5.3.1 General. To the City Supplement, ADD the following:

7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
 - a) The product type or category is not in the AML.
 - b) The AML does not list at least two available manufacturers of the product.
 - c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

In the case of conducting a submittal review when required by the Plans or Special Provisions, or when requested by the Engineer, all submittals shall be accompanied by the City's submittal form.

The Product Submittal Form is available for download at:

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

2-9.2 Survey Service. DELETE in its entirety and SUBSTITUTE with the following:

Prior to start of construction, you shall submit a letter to the Engineer identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California performing the survey services for the Project.

You are responsible for performing and meeting the accuracy of surveying standards adequate for construction through a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.

Survey stakes shall be set and stationed by you for curbs, headers, water mains, sewers, storm drains, structures, rough grade, and any other structures and appurtenances that are needed for the Project. A corresponding cut or fill to finished grade (or flow line) must be indicated on a grade sheet.

Surveys performed must list the basis of bearings as tied to Record of Survey 14492 or equivalent, based on the California Coordinate System of 1983, Zone 6, U.S. Survey foot, epoch 1991.35, along with a completed calibration sheet (blank form will be supplied by City Surveys). The vertical datum used must be NGVD 29 in accordance with the City of San Diego Vertical Bench Book.

You shall preserve construction survey stakes, control points and other survey related marks for the duration of the Project. If any construction survey stakes are lost or disturbed, and need to be replaced, such replacement will be performed by the Engineer at your expense.

2-9.2.1 Survey Files. All Computer Aided Drafting (CAD) work must be done in accordance with The City of San Diego's Citywide Computer Aided Design and Drafting (CADD) Standards and must be in City seed files (.job, .txt, .dgn, .alg, .raw, .fwd, .dtm, .pdf, .docx, .xlsx, .tif, and .jpg).

All survey files must be completed in accordance with the City of San Diego's Citywide CADD Standards and must adhere to City's Microstation level and attribute structure.

The survey file deliverable will be either one Master .dgn file containing all xref's in geospatially referenced (and attached) models or one Master dgn with all xref's geospatially referenced (and attached) as dgn files. Resource files will be sent to Contractor if requested.

Survey files must include, but not limited to, the following items:

- a. Street center line and (record width) right-of-way lines
- b. Project geometry (.alg) files (this will be generated for use in InRoads)

- c. 3D surface model (.dtm, break line and spot elevation) file
- d. Spot elevations of the new utility main at each intersection, midblock and for any change in grade
- e. Monuments
- f. Curb lines (top curb and gutter)
- g. All other appurtenances including but not limited to water valves, meters, vaults, manholes, fire hydrants, utility boxes, cleanouts and poles

You shall use the survey information to produce red-lines drawings as described in Section 2-5.4 "Red-Lines and Record Documents."

2-9.2.2 Submittal. Survey files shall be submitted in accordance with Section 2-5.3 "Submittals" and 2-5.4 "Red-Lines and Record Documents." You shall provide the Survey Files, proposed Drawings and or Red-Line Drawings on a CD/DVD to the Engineer and post the Survey Files, proposed Drawings and or Red-Line Drawings at the following website:

<ftp://ftp.sannet.gov/IN/SURVEYS/>.

After the documents have been posted the website, you shall send a confirmation email, which includes the hyperlink to the website, to the Engineer and SurveyReview@sandiego.gov.

All survey work and submittals which reveal non-compliance with the requirements of the Construction Documents shall be corrected as deemed necessary by the Engineer and the cost of the corrections to your survey submittals will be at your expense.

2-9.2.3 Payment. Payment for survey services shall be included in the contract price.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.6 Preapproved Materials. To the City Supplement, ADD the following:

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

ADD:

4-1.3.7 Testing Under the Direction of The Engineer. When a bid item for Testing under the direction of the Engineer is provided, the Contractor must employ and pay for the services of a qualified third party independent laboratory to perform the required testing. The Contractor will be reimbursed for the cost of testing under this bid item.

4-1.6 Trade Names or Equals. ADD the following:

You must submit your list of proposed substitutions for "an equal" ("or equal") item(s) **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on the City's Product Submittal Form available at:

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 the Contract.

7-3.1 **Policies and Procedures.**

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

7-3.2 **Types of Insurance.**

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

1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily

injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).

3. There must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

7-3.2.3 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, false work, 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 there under 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 there under, 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.

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

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

7-3.5.1.2 Primary and Non-Contributory Coverage. The policy must be endorsed to provide that the coverage with respect to operations, including the completed

operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

7-3.5.1.3 Project General Aggregate Limit. The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

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

7-3.5.3 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.
- 7-3.6 Deductibles and Self-Insured Retentions.** You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- 7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.
- 7-3.8 Notice of Changes to Insurance.** You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.
- 7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.
- 7-4 WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:
- 7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.**
1. In accordance with the provisions of §3700 of the California Labor Code, you must provide at your expense Workers' Compensation Insurance and

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

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

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

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

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

7-8.6 Water Pollution Control. ADD the following:

1. Based on a preliminary assessment by the City, the Contract is subject to a WPCP.

7-10.5.3 Steel Plate Covers. Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 ¼".

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

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

7-20 ELECTRONIC COMMUNICATION. ADD the following:

Virtual Project Manager will be used on this contract.

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."

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

SECTION 203 – BITUMINOUS MATERIALS

203-15 RUBBER POLYMER MODIFIED SLURRY (RPMS). To the City Supplement, CORRECT section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
203-15	RUBBER POLYMER MODIFIED SLURRY (RPMS)	203-16
203-15.1	General	203-16.1
203-15.2	Materials	203-16.2
203-15.3	Composition and Grading	203-16.3
203-15.4	Mix Design	203-16.4

ADD the following:

RPMS shall be used on this contract.

SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

ADD:

212-3.2.2.3 Trench Marker Tape. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

- a) Trench marker tape shall be 6" wide and consist of a minimum 5.0 mil, five-ply 100% virgin polyethylene which is acid, alkaline and corrosion resistant. Elongation properties and tensile strength of not less than 7,800 psi shall be in accordance with ASTM D882-80A. The trench marker tape for water lines shall have a minimum 20 gauge solid aluminum foil core, adhered to a 2.55 mil polyethylene backing.
- b) Tape color and legend shall be placed beneath the top protective layer subject to the following:

1. Blue with “Caution Potable Water Line Buried Below” for Water mainlines and over pipe sleeves.
2. Purple with “Caution Recycled/Reclaimed Water Line Buried Below” for recycled water irrigation mainlines.
3. Red with “Caution Electric Line Buried Below” for electrical lines servicing the irrigation system, including, but not limited to, 110/220v power to irrigation controllers and pumps, communication cables and irrigation direct burial control wires to remote control valves.
4. Green with “Caution Sewer Line Buried Below” for Sewer mainlines and over pipe sleeves.
5. Yellow with “Caution Natural Gas Line Buried Below” for all natural gas and CNG piping runs.

SECTION 705 – WATER DISCHARGES

705-1 Hydrostatic Discharge Requirements. To the City Supplement, ADD the following:

3. The discharge of hydrostatic test water and/or potable water shall not contain constituents in excess of the following:

Table 705-1 (A) Effluent Limitations

Parameter	Units	Effluent Limitations
Total Residual Chlorine	mg/L	0.1
pH	units	Within the limits of 6.0 and 9.0 at all times

4. Compliance with the effluent limitation shown in Table 705-1 (A) shall be determined based on the 90th percentile of all samples obtained during the discharge event. Non-compliance for each event will be considered separately.

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

705-2.6.3 Community Health and Safety Plan. To the City Supplement, 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”.

SECTION 707 – RESOURCE DISCOVERIES

ADD:

707-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a **Notice of Exemption (NOE)**, dated October 27, 2014 and a **Conceptual Site Plan for CNG Fueling Station for Refuse & Recycling Design - Build Contract**, as referenced in the Contract Appendix. You must comply with all requirements of the Notice of Exemption as set forth in the Contract Appendix A.

Compliance with the City's environmental document is included in the various bid items, unless a bid item has been provided.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A
NOTICE OF EXEMPTION/CONCEPTUAL SITE PLAN

- NOTICE OF EXEMPTION

(Check one or both)

TO: RECORDER/COUNTY CLERK
P.O. BOX 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT
1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

WBS No.: S-15000.02.06 PROJECT TITLE: COMPRESSED NATURAL GAS (CNG) TIME FILL FUELING FACILITY AT THE ENVIRONMENTAL SERVICES OPERATIONS STATION (DESIGN-BUILD CONTRACT)

PROJECT LOCATION-SPECIFIC: The project is located at 8353 Miramar Place within the University City community planning area. (Council District 1).

PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: Design-Build construction of Compressed Natural Gas (CNG) Time-Fill Fueling Facility located at 8353 Miramar Place to be completed in three (3) phases. The project will include at project completion the ability to fuel 140 refuse trucks over an eight (8) hour fueling window, ability to fuel 40 vehicles scheduled for maintenance, and an alternative to add 60 more fuel hoses in a future phase. The project will utilize the most efficient combination of compressors and enclosures (skids), compressor control panels, gas dryer(s) with onboard regeneration system(s), programmable logic controller(s) based electronic station control system, pressure vessel storage assemblies, time-fill hoses using time filled technology with appropriate safety apparatus connection to the SDGE gas pipeline within the roadway, all necessary SDGE connections and required improvements for electric service, trenching, and all related equipment, appurtenances, and work for proper installation and safe operation of a CNG facility to meet site constraints, as well as local, state, and federal standards. Phase 1 of the project will include all site preparation and installation of a majority of the main infrastructure needed for full-build out with enough hoses to service up to 35% of the fleet which will be converted to CNG by or soon after Phase 1 completion. Phases 2 and 3 will be dependent on the remaining 65% of the CNG vehicle acquisition. Trenching work will include approximately 2.5 feet wide, 3.5 feet deep, and 5,000 linear feet. Bollard or railings to protect fueling hoses and equipment will be approximately 5-feet deep. New concrete pads and other site preparations and appurtenances will be installed, as necessary that will also include walls/fence permitted up to 9 feet in height in side yard of IL-2-1 zone, as well as added alternatives and equipment for up to two (2) fast fill hoses, and a backup emergency generator. Design Builder shall secure all building permits and approvals prior to start of construction in conformance with the underlying IL-2-1 zone. The CNG equipment will partially phase out the existing diesel fuel appurtenances once completed. There are no sensitive environmental resources where work will occur, and the CNG fueling infrastructure will support the existing City operations facility.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Environmental Services Department
9601 Ridgehaven Court, Suite 310, San Diego, CA 92123
(858) 492-6009; Contact: Roman Anissi

EXEMPT STATUS: (CHECK ONE)

- MINISTERIAL (SEC. 21080(b)(1); 15268);
- DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
- EMERGENCY PROJECT (SEC. 21080(b)(4); 15269(b)(c))
- CATEGORICAL EXEMPTION: 15301(e) "Existing Facilities" 15303(d) "New Construction", 15304(f) "Minor Alterations to Land"
- STATUTORY EXEMPTION:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review and determined the project meets the categorical exemption criteria set forth in the CEQA State Guidelines Section 15301 (Existing Facilities) which allows for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing facilities (public or private) involving negligible or no expansion of use beyond that existing at the time of the determination; specifically, the new CNG fueling station will be located within the existing fueling facility on Miramar Road in areas that have been previously paved and/or disturbed; 15303 (New Construction or Conversion of Small Structures) which allows for the construction and installation of small new equipment and facilities in small structures; 15304(f) (Minor Alterations to Land) which allows for minor trenching, backfilling and surface restoration for installation of approximately 5,000 linear feet of associated pipeline infrastructure to support the new CNG fueling station; and where the exceptions listed in CEQA Section 15300.2 would not apply.


LEAD AGENCY CONTACT PERSON: MYRA HERRMANN

TELEPHONE: 619-446-5372

IF FILED BY APPLICANT:

1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
() YES () NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA



SIGNATURE/TITLE SENIOR PLANNER

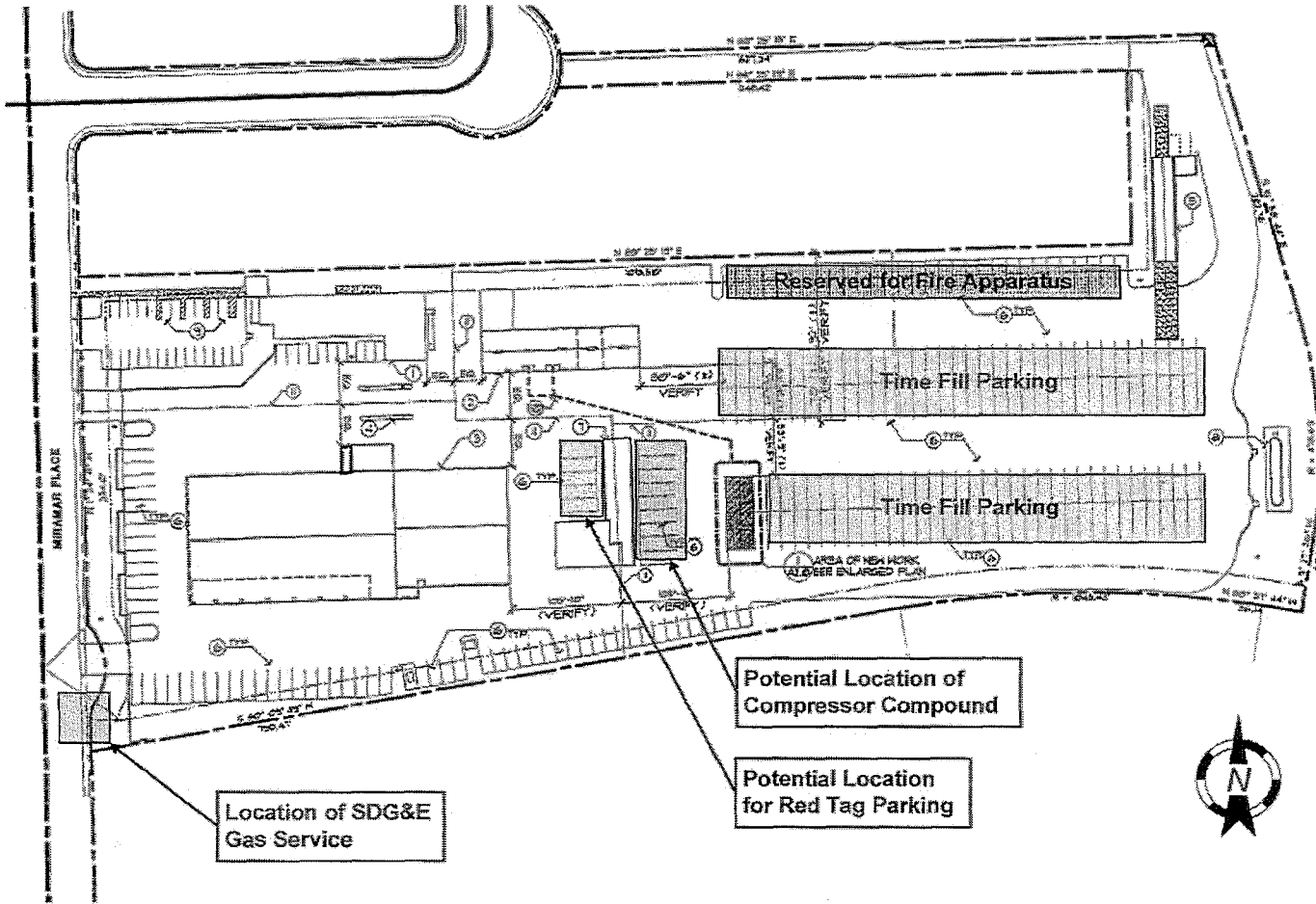
October 27, 2014

DATE

CHECK ONE:

- (X) SIGNED BY LEAD AGENCY
() SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:



Conceptual Site Plan – CNG Time Fill Fueling Facility

Not to Scale	8/4/2015	Drawn By: CEF
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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:	
Work Order No or Job Order No.			
City Purchase Order No.		Contractor's Phone #:	
Resident Engineer (RE):		Contractor's fax #:	
RE Phone#:	Fax#:	Contact Name:	Invoice No.
			Invoice Date:
			Billing Period: (to

Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date	
		Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1					\$ -		\$ -		\$ -	0.00%	\$ -
2					\$ -		\$ -		\$ -	0.00%	\$ -
3					\$ -		\$ -		\$ -	0.00%	\$ -
4					\$ -		\$ -		\$ -	0.00%	\$ -
5					\$ -		\$ -		\$ -	0.00%	\$ -
6					\$ -		\$ -		\$ -	0.00%	\$ -
7					\$ -		\$ -		\$ -	0.00%	\$ -
8					\$ -		\$ -		\$ -	0.00%	\$ -
9					\$ -		\$ -		\$ -	0.00%	\$ -
10					\$ -		\$ -		\$ -	0.00%	\$ -
11					\$ -		\$ -		\$ -	0.00%	\$ -
12					\$ -		\$ -		\$ -	0.00%	\$ -
13					\$ -		\$ -		\$ -	0.00%	\$ -
14					\$ -		\$ -		\$ -	0.00%	\$ -
15					\$ -		\$ -		\$ -	0.00%	\$ -
16					\$ -		\$ -		\$ -	0.00%	\$ -
17	Field Orders				\$ -		\$ -		\$ -	0.00%	\$ -
18					\$ -		\$ -		\$ -	0.00%	\$ -
CHANGE ORDER No.					\$ -		\$ -		\$ -	0.00%	\$ -
Total Authorized Amount (including approved Change Order)					\$ -		\$ -		\$ -		\$ -
										Total Billed	\$ -

SUMMARY

A. Original Contract Amount	\$ -
B. Approved Change Order #00 Thru #00	\$ -
C. Total Authorized Amount (A+B)	\$ -
D. Total Billed to Date	\$ -
E. Less Total Retention (5% of D)	\$ -
F. Less Total Previous Payments	\$ -
G. Payment Due Less Retention	\$0.00
H. Remaining Authorized Amount	\$0.00

I certify that the materials
have been received by me in
the quality and quantity specified

Resident Engineer

Construction Engineer

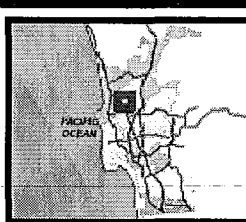
Retention and/or Escrow Payment Schedule

Total Retention Required as of this billing (Item E)	\$0.00
Previous Retention Withheld in PO or in Escrow	\$0.00
Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
Amt to Release to Contractor from PO/Escrow:	

Contractor Signature and Date: _____

APPENDIX D
LOCATION MAP

THIS MAP CAN BE PROVIDED WITH ONLY LIMITED LIABILITY. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.



Compressed Natural Gas (CNG) Time Fill Fueling Facility at the Environmental Services Operations Station (Design-Build Contract) (Location Map)



SENIOR ENGINEER
 Craig Ferguson
 658-627-3311

PROJECT MANAGER
 Roman Aniss
 858-492-6009

PROJECT ENGINEER
 XXX XXX XXX
 XXX-XXX-XXXX

CONSTRUCTION PROJECT INFORMATION LINE
 619-533-4207

ESD_ESEP Division



Legend



COMMUNITY NAME:

COUNCIL DISTRICT: 1

SAP ID: S15000

University City



Date: October 9, 2014

APPENDIX E

PREVENTIVE MAINTENANCE AND AS-NEEDED SERVICES CONTRACT

This section contains the Contract provision related to Additive Alternate A Bid Item #2 for 1-yr of preventive maintenance (for all items in Phase 2) and for Additive Alternate A Bid Item #3 (as-needed services hourly labor) and Additive Alternate A Bid Item #4 (as-needed services trip charge).

PREVENTIVE MAINTENANCE AND AS-NEEDED SERVICES CONTRACT

This Preventive Maintenance and As-Needed Services Contract [Contract] is made and entered into by and between the City of San Diego [City], a municipal corporation, and _____ [Contractor], who may be individually or collectively referred to herein as a "Party" or the "Parties."

RECITALS

- A. In _____, the Parties entered into an agreement for the design and construction of a **CNG Fueling Station for Refuse & Recycling Design - Build Contract** (Project), SAP No. **S-15000**, Bid No. **K-16-6308-DB1-3-A**, referred to herein as the Design-Build Contract.
- B. The Design-Build Contract requires the Contractor to provide for the following additional services in accordance with the Contract Documents for the Project [Additional Services].
- 1) Manufacturer's Recommended Preventive Maintenance; and
 - 3) As-Needed Services.
- C. The Contractor is ready and willing to fulfill its Additional Services Requirements in accordance with the Design-Build Contract.

NOW, THEREFORE, 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 understanding as follows:

AGREEMENT

ARTICLE 1 - SCOPE OF WORK

- 1.1 Preventive Maintenance Scope.** The Contractor shall provide periodic service and preventive maintenance for all CNG system components in accordance with the manufacturer's recommendations. The Contractor shall provide a bound Preventive Maintenance manual to the City's Project Manager at the completion of each phase of work containing manufacturer's Operations and Maintenance specifications for all CNG system components installed on that phase of work. Callouts for O&M shall be highlighted for each component and the Contractor shall provide a written description within the Preventive Maintenance manual of the scope, frequency, and methodology for service that will be provided.
- 1.4 Preventive Maintenance Period.** The Preventive Maintenance period shall begin at the completion of construction of Phase 2, effective with system commissioning and startup and shall continue for a period of one (1) calendar year.
- 1.5 As-Needed Services Scope.** The Contractor shall provide repair services that fall outside the scope of warranty and preventive maintenance on an as-needed/requested basis. As-Needed services will include, but not be limited to, items such as replacement of hoses from routine operational wear, repair of damaged equipment as a result of negligence or accidents (drive-offs, collisions), etc.

- 1.6 As-Needed Services Period.** The As-Needed Services period shall extend through the entire duration of the Preventive Maintenance period.
- 1.7 Notice and Schedule.** The Contractor shall fulfill the Project's Additional Services Requirements in a manner satisfactory to the City. The City will give written notice by e-mail to the Contractor of needed Warranty or As-Needed Services work. The Contractor shall mobilize a repair technician to the Project site and complete routing repairs (hose replacements, etc.) within 48-hours of notification by the City for all non-emergency items (items which do not result in shutdown of the station or impede ongoing fueling operations). The Contractor shall mobilize a repair technician to the Project site within 4-hours of notification by the City for all emergency items (items which result in shutdown of the station or impede ongoing fueling operations).

The Contractor shall provide the City's Project Manager with a written scope and schedule for all Preventive Maintenance work to be performed through the duration of the Contract at least 2-weeks prior to the first site visit. The Contractor shall also schedule, via e-mail, each Preventive Maintenance service event with the City's Project Manager at least 2-weeks prior to each event.

If the Contractor fails to perform Additional Services work in accordance with the Contract, the City may perform this work or hire another vendor to do so, and invoice the Contractor for the actual cost of the work. The Contractor shall pay the City's invoice within 30 days. The City may also proceed under the default provisions of Article 4 of this Contract.

- 1.8 Performance of Work.** In performing work, the Contractor shall comply with the following:
- 1.8.1** Work shall be performed in accordance with manufacturer's recommendations.
 - 1.8.2** The Contractor shall hold a proper State Contractor's License.
 - 1.8.3** The Contractor shall hold a City of San Diego Business License.
 - 1.8.4** The Contractor shall hold a current training certificate from the manufacturer for each component of the CNG system.

ARTICLE 2 – ADMINISTRATION

- 2.1 Contract Administrator.** The Environmental Services Department is the Contract Administrator for the Contract. The Contractor shall perform the Additional Services work under the direction of a designated representative of the Contract Administrator. When this contract refers to communications to or with City, those communications shall be with the Contract Administrator, unless the City or this Contract specifies otherwise.
- 2.2 Local Office.** The Contractor shall maintain a local office with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this Contract with the City. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative would fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls from the City shall be returned within a 1 hour period.

2.3 Emergency Calls. The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature. The City shall refer emergency calls to Contractor for immediate disposition. The Contractor shall provide City with a 24 hour emergency telephone number and e-mail address for this purpose.

2.4 Staff Supervision. The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of City, all warranty work required under this Contract.

ARTICLE 3 – COMPENSATION

3.1 Maximum Compensation. The compensation for this Contract shall not exceed \$ _____ [Contract Price]. This contract price is apportioned as follows:

a) Preventive Maintenance Services: \$ _____

b) As-Needed Services: \$ _____

3.2 Wage Rates. The prevailing wage rates that apply to this Contract are those set forth in the Design-Build Contract.

3.3 Method of Payment. The payments for the Preventive Maintenance services will be made as a percentage of Contract Price according to the following schedule:

Annual Preventive Maintenance Period	Preventive Maintenance Payment
Quarter 1	25%
Quarter 2	25%
Quarter 3	25%
Quarter 4	25%

Total **100%**

The Contractor shall prepare quarterly payment requests at the completion of each quarters Preventive Maintenance cycle. Payment requests shall include a detailed invoice along with a report of Preventive Maintenance work performed for the current quarterly billing period, including labor assignments/hours, consumed materials, and part/components furnished/installed by the Contractor. The Contractor’s failure to submit the required documentation shall constitute a basis for withholding of payment by the City.

Payments for As-Needed Service work will be made as services are rendered. Invoices shall be submitted by the Contractor within 30-days of the service date and shall comply with the reporting requirements specified above for the annual payment request process.

3.4 Final Payment. The Contractor shall not receive the final payment until the following conditions have been completed to City’s satisfaction:

3.4.1 The item(s) of the work subject to this Preventive Maintenance coverage have been determined to be in compliance with the Agreement.

3.4.2 The Contractor has provided to the City a signed and notarized Affidavit of Disposal stating that all brush, trash, debris, and surplus materials resulting from the warranty work have been disposed of in a legal manner.

3.4.3 The Contractor has performed comprehensive and successful testing and checks of the Preventive Maintenance Items.

3.5 **Early Payment.** Notwithstanding Sections 3.3 and 3.4 above, the Contractor and manufacturer may request that City pay all or some of the compensation for the Preventive Maintenance portions of this Contract at a time earlier than provided in those sections if the Contractor, manufacturer, or both provide a surety bond acceptable to City which secures performance of this Contract and manufacturer Preventive Maintenance obligations for the full remaining term of the Preventive Maintenance Periods. Early payment under this section and acceptability of such bond shall be at City's sole discretion.

ARTICLE 4 – DEFAULT

4.1 **Default.** If the Contractor fails to perform or adequately perform any obligation required by this Contract, the Contractor's failure constitutes a default. If the Contractor fails to satisfactorily cure a default within 10 Working Days of receiving written notice from the City specifying the nature of the default, the City may make a demand on the Contractor's surety, or pursue the manufacturer's warranty, or both. The City may also perform the warranty work itself and pursue the Contractor for the cost.

ARTICLE 5 - BONDS, INSURANCE, AND INDEMNIFICATION

5.1 **Contract Bonds.** Prior to substantial completion of the Project, the Contractor, at its sole cost and expense, shall provide to the City the following bond(s) issued by a surety authorized to issue bonds in California and otherwise satisfactory to City:

5.1.1 A Performance Bond in the amount of \$_____ to guarantee faithful performance of all Preventive Maintenance work, within the time prescribed, in a manner satisfactory to the City under the terms and conditions of this Contract. The Performance Bond shall remain in full force and effect until the latest expiration period for Preventive Maintenance services under the Contract.

5.1.2 To the extent that the performance bond required by this Section results in a cost savings from what was included in the Contractor's bid, the Contractor shall share the savings with the City in accordance with Subsection 3-1.3 of the City Supplement to The GREENBOOK.

5.2 **Insurance.** The Contractor shall maintain the same insurance required by the Contract for the duration of the Preventive Maintenance Period of this Contract. The Contractor shall periodically submit evidence of insurance to the City for review, including all required endorsements, as the policies are renewed.

5.3 **Indemnification.** The Contractor shall defend, indemnify, protect and hold the City and its agents, officers and employees harmless from and against any and all claims asserted or liability for personal injury or property damage arising from or connected with or are caused

or claimed to be caused by the acts or omissions of the Contractor, its agents, officers, or employees in performing the work herein, and all expenses of investigating and defending against same. Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees.

ARTICLE 6 - MANDATORY PROVISIONS

- 6.1 Illness and Injury Prevention Program.** The Contractor shall comply with all the mandates of Senate Bill 198 and specifically shall have a written Illness and Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to performance of any warranty work.
- 6.2 Drug-Free Workplace.** The Contractor agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by Council Resolution No. R-277952 and incorporated into this contract by this reference. The Contractor has certified to the City that it will provide a drug-free workplace by submitting a Certification for a Drug-Free Workplace form.
- 6.2.1 Contractor's Notice to Employees.** The Contractor shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.
- 6.2.2 Drug-Free Awareness Program.** The Contractor shall establish a drug-free awareness program to inform employees about all of the following:
- 6.2.2.1** The dangers of drug abuse in the work place.
 - 6.2.2.2** The policy of maintaining a drug-free work place.
 - 6.2.2.3** Available drug counseling, rehabilitation, and employee assistance programs.
 - 6.2.2.4** The penalties that may be imposed upon employees for drug abuse violations.
 - 6.2.2.5** The Contractor shall post the drug-free policy in a prominent place.
 - 6.2.2.6** The Contractor further certifies that each contract for subcontractor services for this Contract shall contain language that binds the subcontractor to comply with the provisions of this Section, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. The contractors and subcontractors shall be individually responsible for their own drug-free work place program.
 - 6.2.2.7** The requirements of a drug-free awareness program can be satisfied by periodic "tailgate sessions" covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, the Contractor shall be expected to provide a listing of drug rehabilitation and counseling programs available in the community at large.
- 6.3 Americans With Disabilities Act (ADA).** The Contractor is responsible as an employer, contractor, and the City representative to comply with all portions of Title 24 and the ADA. (For

specific services and public accommodations, the Contractor may contact the Office of the Americans with Disabilities Act, Civil Rights Division, U.S. Department of Justice, P.O. Box 66118, Washington, D.C. 20035-6118; phone number (202) 514-0301.) The Contractor acknowledges and agrees that it is aware of and will comply with Council Policy 100-04, incorporated herein by this reference, adopted by Resolution No. R-282153, relating to the federal mandated ADA. The policy applies equally to the Contractor and all subcontractors. The Contractor shall include in each subcontract agreement language which requires subcontractors to abide by the provisions of this Section. The Contractor and all subcontractors shall be individually responsible for administering their own ADA and Title 24 program.

6.4 Taxpayer Identification Number. I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this contract.

6.5 Equal Benefits. Effective January 1, 2011, any contract entered into, awarded, amended, renewed, or extended is subject to the City's Equal Benefits Ordinance (EBO). In accordance with the EBO, the Contractor must certify it will provide and maintain equal benefits as defined in section 22.4302 of the Municipal Code for the duration of this Contract. Failure to maintain equal benefits is a material breach of the Contract. Contractors must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

The Contractor must also give the City access to documents and records sufficient for the City to verify the Contractor is providing equal benefits and otherwise complying with the EBO. The full text of the EBO and the rules implementing the EBO are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

6.6 Nondiscrimination in Contracting. All City agreements, contracts, and subcontracts are subject to City of San Diego Ordinance No. 0-2000-143 adopted on April 10, 2000. All contractors and subcontractors should be aware of the provisions of Municipal Code Sections 22.3501-22.3517. The policy applies equally to the Contractor and all subcontractors.

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 contractors, subcontractors, vendors or suppliers. The Contractor shall provide equal opportunity for contractors and 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.

6.7 Equal Employment Opportunity Program. The Contractor, its agents, contractors and subcontractors shall comply with San Diego Municipal Code Sections 22.2701 through 22.2708. The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Contractor shall provide equal opportunity in all employment practices. Prime contractors shall ensure that 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.

ARTICLE 7 - GENERAL PROVISIONS

- 7.1 **Assignment.** The Contractor shall not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due, without City's prior written approval. Any assignment in violation of this Section is grounds for immediate termination of this contract, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.
- 7.2 **Independent Contractors.** The Contractor and any subcontractors employed by Contractor shall be independent contractors and not agents of City. Any provisions of this contract that may appear to give City any right to direct Contractor concerning the details of performing the warranty work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.
- 7.3 **Covenants and Conditions.** All provisions of this contract expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.
- 7.4 **Governing Law.** This Contract is entered into and shall be construed and interpreted in accordance with the laws of the State of California.
- 7.5 **Successors in Interest.** This Contract and all rights and obligations created by this contract shall be in force and effect whether or not any Parties to the Contract have been succeeded by another entity, and all rights and obligations created by this contract shall be vested and binding on any Party's successor in interest.
- 7.6 **Integration.** This Contract, the Contract for the Project, and the exhibits, attachments, and references incorporated into this Contract fully express all understandings of the Parties concerning the matters covered in this Contract. No change, alteration, or modification of the terms or conditions of this Contract, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment to this Contract signed by both Parties. All prior negotiations and agreements are merged into this Contract.
- 7.7 **Counterparts.** This Contract may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 7.8 **No Waiver.** No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- 7.9 **Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable to the extent this Contract is capable of being performed without frustrating the reasonable intent of the Parties.

- 7.10 Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of counsel with respect to this Contract is a decision which is the sole responsibility of each Party. This Contract shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Contract.
- 7.11 Mandatory Non-binding Mediation.** If a dispute arises out of, or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the Parties agree to settle the dispute in an amicable manner, using any neutral organization agreed upon before having recourse in any court. Mediation is a condition precedent to either Party initiating litigation arising from this Contract.
- 7.11.1 Mediation Costs.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the Parties, unless they agree otherwise.
- 7.11.2 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, admissions, or documents prepared for mediation will be confidential and inadmissible in any other proceeding.
- 7.11.3 Mediation Results.** The results of mediation and any recommendation of the mediator are "non-binding" and inadmissible for any purpose in any legal proceeding, unless an agreement is reached and documented in writing signed by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.
- 7.12 Survival.** Any obligation that accrues under this Contract prior to its expiration or termination shall survive such expiration or termination.
- 7.13 Effective Date.** This Contract shall become effective on the date the last Party signs the Contract.
- 7.14 Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and that this Contract is binding upon such Party in accordance with its terms.

IN WITNESS WHEREOF, this Contract is signed by the City of San Diego, acting by and through its Mayor or his designee pursuant to San Diego Municipal Code section 22.3102 authorizing such execution, and by _____ through its authorized officer.

(Name of DB Firm)

By: _____

Date: _____

Name: _____

Date: _____

I HEREBY APPROVE the form
of the foregoing agreement this _____ day of
_____.

City of San Diego License #: _____

JAN I. GOLDSMITH, City Attorney

State Contractor's License #: _____

By: _____

Deputy City Attorney

THE CITY OF SAN DIEGO

By: _____

Name: _____

APPENDIX F
HYDROSTATIC DISCHARGE FORM

Hydrostatic Discharge Requirements Certification (Discharge Events \geq 325,850 gpd)

All discharge activities related to this project comply with the Regional Water Quality Control Board (RWQCB) Order No. R9-2010-0003, General Permit for Discharges of Hydrostatic Test Water and Potable Water to Surface Water and Storm Drains as referenced by (http://www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2010/R9-2010-0003.pdf), and as follows:

Discharged water has been dechlorinated to below 0.1 (mg/l) level; and effluent has been maintained between 6 and 9 (pH) based on:

Is Discharge Within Limits?

Event #	Discharge Date	Item Tested	Duration	Amount (gpd)	Description of the Proposed Discharge	Method and Test Result	Is Discharge Within Limits?		Comment/Action Taken
							YES	NO	
		Chlorine							
		pH							
		Chlorine							
		pH							
		Chlorine							
		pH							
		Chlorine							
		pH							

Qualified Personnel Conducting Tests (Print Name):

SAP No.(s):

*Signed:

Project Name:

* By signing, I hereby certify and affirm under penalty of perjury that all of the statements and conditions for hydrostatic discharge events are correct.

Have any thresholds been exceeded? Per Order No. R9-2010-0003, would this be a reportable discharge and must be reported within 24 hours of the event? [Reportable discharge would include violation of maximum gallons per day, any upset which exceeds any effluent limit]

ATTACHMENT F
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ATTACHMENT G
PROPOSAL SUBMITTAL REQUIREMENTS AND
SELECTION CRITERIA

ATTACHMENT G
PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA
ENVIRONMENTAL SERVICES DEPARTMENT

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

1. The following information must be supplied by a contractor submitting a proposal in order for its proposal to be considered. Failure to provide all required information set forth below may result in the Proposal being considered **non-responsive** and ineligible for further consideration.

- 1.1 Legal name of company.
- 1.2 Legal form of entity (partnership, corporation, joint venture, or other). If joint venture, identify the members of the joint venture, and provide all information required under this section for each member.
- 1.3 Year of establishment of entity.
- 1.4 If company is subsidiary of a parent company, identify the parent company.
- 1.5 Address of main office.
- 1.6 Address of San Diego satellite office if applicable.
- 1.7 Contact information for firm, including name, title, email address and telephone number.
- 1.8 Number of employees in San Diego County.
- 1.9 Applicable License(s):
 - 1.9.1 City of San Diego Business License Number, including expiration date.
 - 1.9.2 State Contractor's License Number including expiration date, and all classifications.
 - 1.9.3 Professional Engineering/Architect License Number, including expiration date.

2. **Addenda to this RFP (PASS/FAIL)**

- 2.1. The Proposer shall acknowledge each addendum issued in connection with this RFP, by listing all issued addenda on an Addenda Acknowledgement sheet to be submitted with the Proposal. Failure to acknowledge all issued addenda shall result in the Proposal being considered **non-responsive** and ineligible for further consideration.

3. Proposer Exceptions to this RFP (PASS/FAIL)

- 3.1. If the Proposer takes exception to any portion of the RFP, the Proposer must identify and explain to the City in writing the basis for the exception. The Proposer must submit any claimed exception a minimum of 10 calendar days prior to the due date for submission of Technical Proposals. Exceptions taken after the submission period for this RFP shall be cause for rejection of the Proposal as being **non-responsive**.

4. Summary of Proposal (5 Points Max)

- 4.1. Each Proposer must submit a one to two page summary of its Proposal.

5. Project Team (10 Points Max)

- 5.1. Describe the proposed management plan for this Project. Describe the qualifications of key proposed construction and technical personnel, and subcontractors, from applicable fields including the following:

- 5.1.1. Civil
- 5.1.2. Structural
- 5.1.3. Mechanical
- 5.1.4. Electrical
- 5.1.5. Instrumentation and Controls
- 5.1.6. Geotechnical
- 5.1.7. Corrosion

6. Experience and Technical Competence (15 Points Max)

- 6.1 Describe Design-Builder's experience in completing similar Design-Build efforts. Provide details of three (3) projects (completed or in progress) of a similar nature (preferably in CA, ideally in Southern CA). Selected profiled projects should include a scope that includes design (in house or subcontracted), permitting, equipment procurement, construction, startup, and training. Details of each project should include the name of client's Project Manager, phone numbers, project type, total value of completed construction, names and roles of key team members involved in the project, and whether the work was for a public or private client. Ideally, the team members proposed for the City's CNG project will also have played key roles in the profiled reference projects
- 6.2 Provide a full listing of all CNG-related projects completed in the past 3 years, including scope of project (design, build, design/build), contract value, size of system, type of system (time fill, fast fill, combination), project dates, location, client, performance vs. contract schedule, performance vs. budget and which members on your Project Team for this RFP were involved for each project.

7. **Technical Approach and Design Concept (20 Points Max)**

- 7.1. 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 Proposer's technical approach. The completeness and technical merit of the design concept will be evaluated.
- 7.1.1. **Efficiency and Effectiveness (10 points):** Provide a system layout/design and sequencing plan that will allow for the most efficient implementation of the entire Project. Phase 2 must provide the minimum number of specified fueling points, but should also provide for the most efficient possible execution of Phases 3 and 4 of the Project and for the future expansion of the system.
- 7.1.2. **Redundancy (5 points):** Provide a system design that will avoid/minimize operational downtime through redundancy in critical system components, failsafe control logic, etc. Proposer should provide a comprehensive list of all routine maintenance/service events required for the proposed system and whether those event will require the system to be taken off line. Proposer should also provide a list of the most common equipment failure scenarios and whether these scenarios would impact the operation of the proposed system.
- 7.1.3. **Serviceability and Quality/Durability (5 points):** Ease of maintenance and quality/durability of equipment and materials is important to ensure the CNG system will provide the maximum possible service life with minimal operational disruption. Proposer should demonstrate how their proposed system will fulfill these objectives.
- 7.2. The City will evaluate and assign points within this category for responses that best fulfill the specified technical criteria described above and provide the best benefit to the City.

8. **Construction Plan (10 Points Max)**

- 8.1. Describe the proposed construction plan for this Project, including the following, at a minimum:
- 8.1.1. Construction approach and methods
- 8.1.2. Plan for operation of facility during construction
- 8.1.3. Plan for phasing of construction activities
- 8.1.4. General plan for functional testing and start-up.
- 8.1.5. Proposed safety program
- 8.1.6. Proposed emergency response plan
- 8.1.7. Proposed construction schedule

8.1.8. Traffic Control Management

8.1.9. Community Impact

8.2. The City will evaluate and assign points within this category for responses that provide a logical/efficient/effective construction plan and constitute the best value/benefit to the City.

9. Extended Performance Phase (5 Points Max)

9.1. Describe the proposed plan for conformance with the preventative maintenance and as-needed services program for the facility after start-up, including the following, at a minimum:

9.1.1. Proposed preventive maintenance plan, including a breakdown of components/systems to be maintained, scope of work, and frequency of maintenance.

9.1.2. Proposed as-needed services program, including local availability of workforce, availability of parts, and response timelines for routine service requests (station is operational) and emergency/after-hours service requests (station is non-operational)

9.1.3. Proposed methods of coordination with City's work force

9.1.4. Proposed Operator Training Program

9.2. The City will evaluate and assign points within this category for responses that provide a comprehensive/effective extended performance program that constitute the best value/benefit to the City.

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

10.1. Failure to submit the required EOCP information will result in Proposal being determined as **non-responsive**.

10.1.1. Work Force Report

10.1.1.1. Include a completed Work Force Report (Form BB05) for its employees located within San Diego County only. The selected firm may be required to submit workforce data for a regional office prior to contract award.

10.2. Subcontractor Documentation

10.2.1. The Proposer shall, at a minimum, provide with its Price 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 AA05 and AA25. **Note:** Subcontractors include design professionals, as well.

10.2.2. Work which requires Subcontractors that are not listed by Proposer at time of Award shall be let by Proposer in accordance with a competitive bidding process performed solely at Proposer's expense. Proposer 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.

10.2.3. The Proposer 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 Proposer shall do the following:

10.2.3.1. Submit the selection method used to the City in accordance with 2-5.3, "Submittals."

10.2.3.2. Pre-qualify Subcontractors and Suppliers, in a manner at least as stringent as the City's pre-qualification standards.

10.2.3.3. 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.

10.2.4. 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. The City may administer bidding itself for Subcontractors and Suppliers, or to direct the bidding procedures to be used by the Proposer.

10.2.5. The Proposer 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.

10.2.6. The points will be awarded according to the chart below, based upon actual subcontract award amounts, as set forth in the price proposals.

OUTCOME		MAXIMUM POSSIBLE POINTS
1	5% - 9% participation SLBE, ELBE	5
2	10%-14% participation SLBE, ELBE	10
3	15%-19% participation SLBE, ELBE	15
4	20%-24% participation SLBE, ELBE	20
5	25% participation SLBE, ELBE	25
In no case the points shall exceed 25.		

11. Reference Checks (10 Points Max)

The City will utilize the list of references provided by the Proposer during the RFP solicitation when rating/scoring performance under this section.

Total Points: 100

ATTACHMENT H
PROPOSAL FORMS

ORIGINAL

CONFIDENTIAL

Pricing Proposal Submittal

RFP-K-16-6308-DB1-3-A

**Prepared for:
City of San Diego
Public Works Contracts
1010 Second Avenue, 14th Floor Ms
614C
San Diego, CA 92101
Attn: Contract Specialist**

Prepared by



**28472 Constellation Road
Valencia , California 91355
(661) 705-8200
License # 826003
License: A/B/C10/Haz.**



PLANNING • DESIGN • CONSTRUCTION

28472 Constellation Road, Valencia, CA 91355

Pricing Assumptions

1. Price based on design concept described in Technical Proposal. Anything not specifically identified is not included in the price.
2. Plan Check/Permitting fees, utility service planning/deposit fees, and AQMD permitting fees are assumed to be reimbursable expenses and are not included in the bid pricing.
3. Site improvements not directly associated with the CNG fuel system and/or other code upgrades that might be required by the permitting authorities are not included in the bid pricing.
4. Pricing assumes a new, independent electrical service will be installed to power the CNG equipment. No modifications to the existing electrical service or switchgear room are included in the bid pricing.
5. Pricing for the alternative to add 6 time fill locations at the Red Tag line includes the costs for 6 single-hose time fill posts and construction activities necessary to install the posts and connect to the existing piping and electrical infrastructure. No additional compression capability is included with this alternative.
6. The alternative price for maintenance garage upgrades includes the following tasks:
 - a. Design drawings and permitting of the proposed upgrades
 - b. Supply and installation of a new Honeywell IR gas detection system including sensors and control panel
 - c. Supply and installation of new warning devices (horns/light trees)
 - d. Supply and installation of new shunt trip breakers to de-energize non-emergency circuits in the event of a gas release
 - e. Interconnection of the new gas detection system with the existing ventilation equipment
 - f. Air balancing of the existing ventilation equipment to ensure adequate air exchanges are present and to provide positive pressure in the office areas

7. Pricing for the maintenance garage upgrades alternative assumes that the City will be responsible for ensuring that all existing ventilation equipment is operational. No ventilation equipment upgrades or additions are included in the alternative price.
8. Pricing for the maintenance garage upgrades alternative does not include upgrades or repairs to the existing hydronic heating system, roll-up door motors, or facility lighting or electrical equipment.

9. Extended Warranty and Preventative Maintenance pricing assumes that City personnel will perform the daily inspections and system checks that are described in Section 7.1.2 of the Technical Proposal. EFS West/IMW technicians will perform monthly PM/equipment inspections and will perform all service activities associated with the 750-hr and greater service intervals. Pricing assumes monthly compressor runtimes will not exceed 250 hours. Pricing assumes quarterly billings will be allowed for all PM work.

SLBE/ELBE Participation Calculation

Total Base Contract Bid Price (Phases 1, 2) - \$2,744,000

Work Proposed for S/ELBE Subcontractors:

Electrical (ELBE sub) -	\$500,000
Mechanical (SLBE Sub) -	\$250,000
Civil (SLBE Sub) -	<u>\$200,000</u>
Total	\$950,000

Percentage S/ELBE Work Scope - 34.62%

City of San Diego

CITY CONTACT

Contract Specialist: DAMIAN SINGLETON

Email: DSingleton@sandiego.gov

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

CFergusson/AJaro/egz



REQUEST FOR PROPOSAL (RFP)

FOR

CNG Fueling Station for Refuse & Recycling Design - Build Contract

RFP NO.:	K-16-6308-DB1-3-A
SAP NO. (WBS/IO/CC):	S-15000
CLIENT DEPARTMENT:	2115
COUNCIL DISTRICT:	1
PROJECT TYPE:	FB

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

PROPOSALS DUE:

12:00 NOON

OCTOBER 15, 2015

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14TH FLOOR, MS 614C

SAN DIEGO, CA 92101

ATTN: CONTRACT SPECIALIST

ATTACHMENT H SHALL BE SUBMITTED IN ITS ENTIRETY

PROPOSAL FORMS

PROPOSAL

Design-Builder's General Information

To the City of San Diego:

Pursuant to the "Request for Proposal", 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 proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, 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 proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal. The undersigned proposer(s) further warrants that proposer(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Proposal Documents therefore, and that by submitting said Proposal Documents as its proposal, proposer(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Proposal 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 N/A
- (3) Place of Business (Street & Number) N/A
- (4) City and State N/A Zip Code N/A
- (5) Telephone No. N/A Facsimile No. N/A
- (6) Email Address N/A

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted N/A

PROPOSAL FORMS

(2) Name of each member of partnership, indicate character of each partner, general or special (limited):

N/A

N/A

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

N/A

Full Name and Character of partner

N/A

N/A

(4) Place of Business (Street & Number) N/A

(5) City and State N/A Zip Code N/A

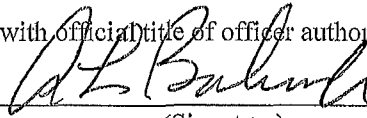
(6) Telephone No. N/A Facsimile No. N/A

(7) Email Address N/A

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted EFS West

(2) Signature, with official title of officer authorized to sign for the corporation:



(Signature)

Arthur Babcock

(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) 28472 Constellation Road

(5) City and State Valencia CA Zip Code 91355

(6) Telephone No. 661-705-8200 Facsimile No. 661-775-9623

(7) Email Address info@efswest.com

PROPOSAL FORMS

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "Request for Proposal", the proposer holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION A, B, C10, Haz.

LICENSE NO. 826003 EXPIRES 10/31/2017

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: _____

909584

This license classification must also be shown on the front of the proposal envelope. Failure to show license classification on the proposal envelope may cause return of the proposal unopened.

TAX IDENTIFICATION NUMBER (TIN) [REDACTED]

E-Mail Address: info@efswest.com

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 *A. L. Balcomb* Title *PRES.*

SUBSCRIBED AND SWORN TO BEFORE ME, THIS _____ DAY OF _____

Notary Public in and for the County of Los Angeles, State of California

see attached Jurat

(NOTARIAL SEAL)

JURAT

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

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 20th day of October,
2015 by Arthur Leo Babcock

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

[Signature]
Signature (Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Request for Proposal
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 10/20/15

Additional Information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a Jurat stamp containing the correct wording or attaching a separate Jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the Jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the Jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- 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 Jurat form.
 - ❖ Additional information is not required but could help to ensure this Jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

PROPOSAL FORMS

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

State of California)
County of Los Angeles) ss.

Arthur Babcock, being first duly sworn, deposes and says that he ~~or she~~ is President of the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, 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 proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Signed: Arthur Babcock

Title: President

Subscribed and sworn to before me this 20 day of October, 20 15

see attached Jurat
Notary Public

(SEAL)

JURAT

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

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 20th day of October,
2015 by Arthur Leo Babcock

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

[Signature]
Signature (Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Non-Collusion
(Title or description of attached document)

Proposal Form
(Title or description of attached document continued)

Number of Pages 1 Document Date 10/20/15

Additional Information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verblage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
- 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 jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

PROPOSAL FORMS

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 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY:

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

- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: EFS West

Certified By Art Babcock Title President


 Name
 Signature

Date 10/20/2015

USE ADDITIONAL FORMS AS NECESSARY

PROPOSAL FORMS

**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: EFS West	Contact Name: Arthur Babcock
Company Address: 28472 Constellation Road	Contact Phone: 661-705-8200
	Contact Email: info@efswest.com

CONTRACT INFORMATION

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

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.

Arthur Babcock, President		10/20/2015
Name/Title of Signatory	Signature	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 FORMS

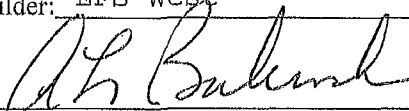
Design-Build Proposal

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 **CNG Fueling Station for Refuse & Recycling 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 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 the 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: October 20, 2015

The Design-Builder: EFS West

By: 
(Signature)

Title: President

PROPOSAL FORMS

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

The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor shall be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified shall result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Ahren Mechanical</u> Address: <u>5959 Mission Gorge Road Ste #204</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92120</u> Phone: <u>619-487-9036</u> Email: <u>ahrensmechanical@gmail.com</u>	Contractor	957287	Mechanical/ Civil	450,000.00	DVBE SB SDOVSB SLBE	STATE OF CA/ CITY OF SAN DIEGO	
Name: <u>Cookson Enterprise, Inc</u> Address: <u>PO Box 462200</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92046-2200</u> Phone: <u>760-839-2966</u> Email: _____	Contractor	926343	Trenching	40,00.00	DVBE SLBE	STATE OF CA/ CITY OF SAN DIEGO	

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.

PROPOSAL FORMS

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

The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor shall be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified shall result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WOSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>D. Lowen Electric, Inc</u> Address: <u>2194 Alessandro Trail</u> City: <u>Visita</u> State: <u>CA</u> Zip: <u>92084</u> Phone: <u>760-8332</u> Email: _____	Constructor	C10-932473	Electrical	500,000.00	ELBE	City of San Diego	
Name: <u>Moor Electric Inc.</u> Address: <u>PO Box 740504</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>921662</u> Phone: <u>619-250-0380</u> Email: <u>info@moorelectro-sd.com</u>	Constructor	797985	Electrical	250,000.00	ELBE	City of San Diego	

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.

PROPOSAL FORMS

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

The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor shall be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified shall result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SEBE, SDB, WoSB, HUBZone OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: CTE, Inc Address: 9991 Possum Creek Lane City: El Cajon State: CA Zip: 92021 Phone: 619-561-3633 Email:	Constructor	C-10 786098	Electrical	400,000.00	ELBE	City of San Diego	
Name: Fuel Solutions Inc Address: 12340 Santa Monica Blvd #133 City: Los Angeles State: CA Zip: 90025 Phone: 310-207-8548 Email: rebg@fuelsolutionsinc.com	Designer		Engineering	85,000.00			

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.

PROPOSAL FORMS

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

The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor shall be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified shall result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED IN)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Breen Engineering Inc Address: 1983 West 190 Street Ste 200 City: Torrance State: CA Zip: 90504 Phone: 310-464-8404 Email:	Designer		Engineering	25,000.00			
Name: Address: City: State: Zip: Phone: Email:							

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.

PROPOSAL FORMS

**DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY
ADDITIVE/DEDUCTIVE ALTERNATE
(USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)**

The Design-Builder shall list all Subcontractors described in the Design-Builder's Base Bid whose percentage of work will increase or decrease if alternates are selected for award. The Design-Builder shall also list additional Subcontractors not described in the Design-Builder's Base Bid who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. Failure to comply with this requirement shall result in the Bid being rejected as non-responsive and ineligible for award. 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.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

ADDITIVE/DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OR SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
A	Name: <u>Breen Engineering Inc</u> Address: <u>1883 West 190 Street Ste 200</u> City: <u>Torrance</u> State: <u>CA</u> Zip: <u>90504</u> Phone: <u>310-464-8404</u> Email: _____	Designer		Engineering	10,000.00			
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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.

PROPOSAL FORMS

**DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY
ADDITIVE/DEDUCTIVE ALTERNATE
(USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)**

The Design-Builder shall list all Subcontractors described in the Design-Builder's Base Bid whose percentage of work will increase or decrease if alternates are selected for award. The Design-Builder shall also list additional Subcontractors not described in the Design-Builder's Base Bid who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. Failure to comply with this requirement shall result in the Bid being rejected as non-responsive and ineligible for award. 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.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

ADDITIVE/DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
A	Name: <u>CTE, Inc</u> Address: <u>9991 Possum Creek Lane</u> City: <u>EI Cajon</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>619-561-3633</u> Email: _____	Constructor	C-10 786098	Electrical	225,000.00	ELBE	City of San Diego	
A	Name: <u>Fuel Solutions Inc</u> Address: <u>12340 Santa Monica Blvd #133</u> City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90025</u> Phone: <u>310-207-8548</u> Email: <u>rebg@fuelsolutionsinc.com</u>	Designer		Engineering	25,000.00			

ⓐ 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.

PROPOSAL FORMS

**DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY
ADDITIVE/DEDUCTIVE ALTERNATE
(USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)**

The Design-Builder shall list all Subcontractors described in the Design-Builder's Base Bid whose percentage of work will increase or decrease if alternates are selected for award. The Design-Builder shall also list additional Subcontractors not described in the Design-Builder's Base Bid who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. Failure to comply with this requirement shall result in the Bid being rejected as non-responsive and ineligible for award. 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.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

ADDITIVE/DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, GRSDVO SB	WHERE GENERATED	CHECK IF JOINT VENTURE PARTNERSHIP
A	Name: <u>D. Lowen Electric, Inc</u> Address: <u>2194 Alessandro Trail</u> City: <u>Vista</u> State: <u>CA</u> Zip: <u>92084</u> Phone: <u>760-8332</u> Email: _____	Constructor	C10-932473	Electrical	225,000.00	ELBE	City of San Diego	
A	Name: <u>Moore Electric Inc.</u> Address: <u>PO Box 740504</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92162</u> Phone: <u>619-250-0380</u> Email: <u>info@moorelectric-sd.com</u>	Constructor	797985	Electrical	225,000.00	ELBE	City of San Diego	

ⓐ 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		

ⓑ 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.

PROPOSAL FORMS

**DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY
ADDITIVE/DEDUCTIVE ALTERNATE
(USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)**

The Design-Builder shall list all Subcontractors described in the Design-Builder's Base Bid whose percentage of work will increase or decrease if alternates are selected for award. The Design-Builder shall also list additional Subcontractors not described in the Design-Builder's Base Bid who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. Failure to comply with this requirement shall result in the Bid being rejected as non-responsive and ineligible for award. 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.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

ADDITIVE/DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
A	Name: <u>Ahrens Mechanical</u> Address: <u>9959 Mission Gorge Road Ste #204</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92120</u> Phone: <u>619-487-9036</u> Email: <u>ahrensmechanical@gmail.com</u>	Constructor	957287	Mechanical/ Civil	100,000.00	DVBE SB SDVOSB SLBE	State of CA/ City of San Diego	
A	Name: <u>Cookson Enterprises, Inc</u> Address: <u>PO Box 462200</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92046-2200</u> Phone: <u>760-839-2966</u> Email: _____	Constructor	926313	Trenching	25,000.00	DVBE SLBE	State of CA/ City of San Diego	

ⓐ 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.

PROPOSAL FORMS

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

For credit calculations for City-funded contracts, see Chapter 11 in The WHITEBOOK. For non-City funded contracts, refer to the Funding Agency Provisions. If no indication of the supplier, manufacturer, or non-supplier is provided, listed firm will receive no credit for purpose of calculating the Subcontractor Participation Percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
Name: Atlas Copco Compressors LLC Address: 1800 Overview Drive City: Rock Hill State: SC Zip: 29730 Phone: 866-344-4887 Email: mike.conti@us.atlascopco.com	Equipment	1,325,000.00	Yes	Yes		
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

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.

Base Bid with mW Equipment

PROPOSAL FORMS

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **CNG Fueling Station for Refuse & Recycling Design - Build Contract**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due until the award of **CNG Fueling Station for Refuse & Recycling Design - Build Contract**. The duration of the price guarantee may 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	Description	Quantity	D*	Unit	Unit Price	Extension
BASE PROPOSAL							
<u>Phase 1 Award Items (1-4)</u>							
1	524126	Bonds (Payment and Performance) (Entire Project)	1		LS	 	\$ 95,000.00
2	541330	Engineering, Design, and Permitting (Entire Project)	1	D	LS	 	\$ 175,000.00
3	541330	Water Pollution Control Plan (Entire Project)	1		LS	 	\$6,500.00
4		City Contingency (Entire Project) - Type II	1		AL	 	\$250,000.00
Phase 1 (Award Items 1 Through 4) Subtotal:							\$ 526,500.00
<u>Phase 2 Award Items (5-7)</u>							
5	238220	Construct New Dedicated Electrical Service at Compressor Compound (With Tie-in for City-supplied Portable Electrical Generator)	1		LS	 	\$175,000.00
6	238220	Field Construction, Materials, Project Management, and Training (50 Time-Fill Fueling Points + Bottle Storage with Quick Fill)	1		LS	 	\$961,000.00
7	238910	Capital Equipment (50 Fueling Points + Bottle Storage with Quick Fill)	1		LS	 	\$1,082,000.00
Phase 2 (Award Items 5 Through 7) Subtotal:							\$2,218,000.00

Base Bid with JW Equipment

PROPOSAL FORMS

Item No.	NAICS	Description	Quantity	D*	Unit	Unit Price	Extension
Phase 3 Award Items (8-9)							
8	238220	Field Construction, Materials, and Project Management (45 Time-fill Fueling Points)	1		LS	 	\$335,000.00
9	238910	Capital Equipment (45 Time-fill Fueling Points)	1		LS	 	\$405,000.00
Phase 3 (Award Items 8 Through 9) Subtotal							\$740,000.00
Phase 4 Award Items (10-11)							
10	238220	Field Construction, Materials, and Project Management (45 Time-fill Fueling Points)	1		LS	 	\$335,000.00
11	238910	Capital Equipment (45 Time-fill Fueling Points)	1		LS	 	\$405,000.00
Phase 4 (Award Items 10 Through 11) Subtotal:							\$740,000.00
TOTAL BASE PRICE PROPOSAL (Phases 1 Through 4, Award Items 1 Through 11, Inclusive):							\$4,224,500.00
ADDITIVE ALTERNATE A							
1	238220	6 Time-fill Fueling Points Along Red Tag Line	1		LS	 	\$108,000.00
Additive Alternate A (Item 1) Total:							\$108,000.00
ADDITIVE ALTERNATE B							
1	811310	1-yr Preventive Maintenance (for All Phase II Items)	1		LS	 	\$60,000.00
2	811310	As-needed Services (Hourly Labor Rate While On-site)(Appendix E)	40		HR	\$	\$7,000.00
3	811310	As-needed Services (Trip Charge for Travel Time Per Callout)(Appendix E)	10		EA	\$	\$2,400.00
Additive Alternate B (Items 1 Through 3) Total:							\$69,400.00

Item No.	NAICS	Description	Quantity	D*	Unit	Unit Price	Extension
ADDITIVE ALTERNATE C							
1	238220	Repair Shop Upgrades (Permit/Furnish/Install: New Gas Sensors at Each Bay, New Warning Lights/Horns, New Control System/Wire /Integrate New Equipment to Existing Ventilation Fans and Bay Door Motors)	1		LS	X	\$233,000.00
Additive Alternate C (Item 1) Total:							
TOTAL BASE PRICE PROPOSAL (Items 1 Through 11) PLUS ADDITIVE ALTERNATES A, B, C:							\$4,634,900.00


*Design Element (For City Use)

Total Price For Design-Build Proposal, (Base Price Proposal, Phases 1 Through 4, Items 1 through 11, inclusive), PLUS Additive Alternate A (Item 1), PLUS Additive Alternate B (Items 1 Through 3) PLUS Additive Alternate C (Item 1) amount written in words:

Four million six hundred thirty four thousand nine hundred dollars only.

Design-Builder: EFS West

Title: President

Signature: 

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

Arthur Babcock, President

Thomas Soper, Vice President

Dante Jumanan, Vice President/CFO



PLANNING • DESIGN • CONSTRUCTION

28472 Constellation Road, Valencia, CA 91355

Alternative Base Bid Price Proposal **Atlas Copco Equipment**

The following Alternative Base Bid Form reflects EFS West's proposal pricing should the City of San Diego accept Atlas Copco FBR compressors as an acceptable alternative to the IMW compressors proposed with our Base Bid pricing. The Atlas Copco compressor package offers several advantages that are worthy of consideration by the City.

First, the compressor flow rate is significantly better than that proposed by IMW or ANGL. The 300hp FBR compressors proposed by Atlas Copco provide 675scfm at 30 psi inlet pressure. Therefore, it is possible to provide the necessary flow for the 140 truck fleet with three (3) FBR compressors, rather than the four (4) IMW compressors proposed in the base bid. This represents a considerable cost savings to the City and is illustrated by the following fueling time table.

Phase	Fueling Time All Compressors	Fueling Time One Compressor Down
Phase 2 (50 trucks) – (2) 300hp	4.6 hrs	9.2 hrs
Phase 3 (95 trucks) – (3) 300hp	5.3 hrs	7.9 hrs
Phase 4 (140 trucks) – (3) 300 hp	8.6 hrs	12.8 hrs

Secondly, the required major service intervals for the FBR compressors are significantly greater than the IMW compressors. Ring life on the FBR compressors is 12,000 hrs versus 6,000 hrs for the IMW compressors. Other major service intervals are similarly increased. This will provide considerable benefit to the City over the operating lifetime of the equipment.

Finally, the price offered for the FBR compressors by Atlas Copco for this project is significantly lower than either IMW or ANGL. The price represents a considerable discount over Atlas Copco's normal pricing and is offered to the City as an incentive to consider the FBR equipment. Atlas Copco is also willing to discuss extended warranty and reduced O&M service pricing, should the City wish to pursue the use of Atlas Copco compressors.

Both Atlas Copco and EFS West are ready and willing to sit down with the City at your convenience to discuss this option further.

Base Bid with Atlas Copco Equipment

PROPOSAL FORMS

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **CNG Fueling Station for Refuse & Recycling Design - Build Contract**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due until the award of **CNG Fueling Station for Refuse & Recycling Design - Build Contract**. The duration of the price guarantee may 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	Description	Quantity	D*	Unit	Unit Price	Extension
BASE PROPOSAL							
<u>Phase 1 Award Items (1-4)</u>							
1	524126	Bonds (Payment and Performance) (Entire Project)	1		LS	 	\$ 90,000.00
2	541330	Engineering, Design, and Permitting (Entire Project)	1	D	LS	 	\$ 175,000.00
3	541330	Water Pollution Control Plan (Entire Project)	1		LS	 	\$6,500.00
4		City Contingency (Entire Project) - Type II	1		AL	 	\$250,000.00
Phase 1 (Award Items 1 Through 4) Subtotal:							\$ 521,500.00
<u>Phase 2 Award Items (5-7)</u>							
5	238220	Construct New Dedicated Electrical Service at Compressor Compound (With Tie-in for City-supplied Portable Electrical Generator)	1		LS	 	\$175,000.00
6	238220	Field Construction, Materials, Project Management, and Training (50 Time-Fill Fueling Points + Bottle Storage with Quick Fill)	1		LS	 	\$961,000.00
7	238910	Capital Equipment (50 Fueling Points + Bottle Storage with Quick Fill)	1		LS	 	\$832,000.00
Phase 2 (Award Items 5 Through 7) Subtotal:							\$1,968,000.00

Base Bid with Atlas Copco Equipment

PROPOSAL FORMS

Item No.	NAICS	Description	Quantity	D*	Unit	Unit Price	Extension
Phase 3 Award Items (8-9)							
8	238220	Field Construction, Materials, and Project Management (45 Time-fill Fueling Points)	1		LS	 	\$335,000.00
9	238910	Capital Equipment (45 Time-fill Fueling Points)	1		LS	 	\$547,000.00
Phase 3 (Award Items 8 Through 9) Subtotal							\$882,000.00
Phase 4 Award Items (10-11)							
10	238220	Field Construction, Materials, and Project Management (45 Time-fill Fueling Points)	1		LS	 	\$ 150,000.00
11	238910	Capital Equipment (45 Time-fill Fueling Points)	1		LS	 	\$210,000.00
Phase 4 (Award Items 10 Through 11) Subtotal:							\$360,000.00
TOTAL BASE PRICE PROPOSAL (Phases 1 Through 4, Award Items 1 Through 11, Inclusive):							\$3,731,500.00
ADDITIVE ALTERNATE A							
1	238220	6 Time-fill Fueling Points Along Red Tag Line	1		LS	 	\$108,000.00
Additive Alternate A (Item 1) Total:							\$108,000.00
ADDITIVE ALTERNATE B							
1	811310	1-yr Preventive Maintenance (for All Phase II Items)	1		LS	 	\$60,000.00
2	811310	As-needed Services (Hourly Labor Rate While On-site)(Appendix E)	40		HR	\$	\$7,000.00
3	811310	As-needed Services (Trip Charge for Travel Time Per Callout)(Appendix E)	10		EA	\$	\$2,400.00
Additive Alternate B (Items 1 Through 3) Total:							\$ 69,400.00

Item No.	NAICS	Description	Quantity	D*	Unit	Unit Price	Extension
ADDITIVE ALTERNATE C							
1	238220	Repair Shop Upgrades (Permit/Furnish/Install: New Gas Sensors at Each Bay, New Warning Lights/Horns, New Control System/Wire /Integrate New Equipment to Existing Ventilation Fans and Bay Door Motors)	1		LS	X	\$233,000.00
Additive Alternate C (Item 1) Total:							
TOTAL BASE PRICE PROPOSAL (Items 1 Through 11) PLUS ADDITIVE ALTERNATES A, B, C:							\$4,141,900.00

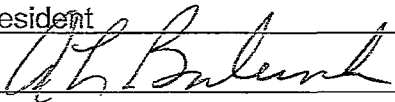
*Design Element (For City Use)

Total Price For Design-Build Proposal, (Base Price Proposal, Phases 1 Through 4, Items 1 through 11, inclusive), PLUS Additive Alternate A (Item 1), PLUS Additive Alternate B (Items 1 Through 3) PLUS Additive Alternate C (Item 1) amount written in words:

Four million one hundred forty one thousand nine hundred dollars only.

Design-Builder: EFS West

Title: President

Signature: 

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

Arthur Babcock, President

Thomas Soper, Vice President

Dante Jumanan, Vice President/CFO

PROPOSAL TERMS

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

NOTES:

- A. The Contract Price to be used in the selection process as described in Section 6 of the RFP will be determined based on the Base Price Proposal PLUS Additive Alternates A, B, C.
- B. After the selection of a design-builder has been made, the City may award the Base Price Proposal alone or the Base Price Proposal plus any combination of Alternates and/or Options at the City's sole discretion.
- C. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Design-Builder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the Proposal.
- D. Failure to initial all corrections made in the proposal documents may cause the Proposal to be rejected as **non-responsive** and ineligible for award.
- E. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal **non-responsive** and ineligible for award.
- F. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- G. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- H. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- I. Proposals shall not contain any recapitulation of the Work. Conditional Proposals will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- J. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

ATTACHMENT I
DESIGN-BUILD AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this 8th day of January, 2015,⁴ by and between The City of San Diego [City], a municipal corporation, and EFS West, Inc.^{city} [Design-Builder], for the purpose of designing and constructing the **CNG Fueling Station for Refuse & Recycling Design - Build Contract** (Project) in the amount of FOUR MILLION SIX HUNDRED THIRTY-THREE THOUSAND NINE HUNDRED DOLLARS AND 00/100 (\$4,634,900.00). 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-16-6308-DB1-3-A** pursuant to which the City solicited Proposals from design-build teams to design, permit, 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, permitting, construction, service, and maintenance 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

- A. Recitals and Attachments. The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All attachments referenced in this Agreement section are incorporated into the Contract by this reference.
- B. 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.
- C. Attachments. All attachments e.g., Reference Standards in the RFP, Supplementary Special Provisions (SSP), the attached Faithful Performance and Payment Bonds, Agreement and Supplemental Agreements, and the attached Proposal included in the Proposal documents by the Contractor are incorporated into the Contract by this reference.

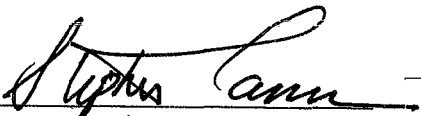
D. Contract Documents. This Contract incorporates the 2012 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2012 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 2-5.2 of The WHITEBOOK and shall follow that order of precedence.

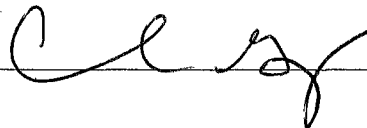
IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to San Diego Municipal Code section 22.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Jan I. Goldsmith, City Attorney


By: 
Stephen Samara
Principal Contract Specialist
Public Works Contracting Group

By 
Print Name: Amanda L. Guy
Deputy City Attorney

Date: 1/8/2014

Date: 1/11/16

CONTRACTOR

By 

Print Name: ANT BARLOCK

Title: President

Date: 11-19-15

City of San Diego License No.: TBD

State Contractor's License No.: 826003

ATTACHMENT J
DESIGN-BUILD AGREEMENT FORMS

Premium is for contract term and is subject to adjustment based on final contract price.

**CONTRACT FORMS ATTACHMENTS
PERFORMANCE BOND AND LABOR AND MATERIAL MEN'S BOND**

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIAL MEN'S BOND:

EFS West, a corporation, as principal, and The Ohio Casualty Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Four Million Six Hundred Thirty Four Thousand Nine Hundred Dollars and 00/100 (\$4,634,900.00) for the faithful performance of the annexed contract, and in the sum of Four Million Six Hundred Thirty Four Thousand Nine Hundred Dollars and 00/100 (\$4,634,900.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **CNG Fueling Station for Refuse & Recycling Design - Build Contract**, Bid Number **K-16-6308-DB1-3-A**, 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.

PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND (Cont.)

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

Dated November 17, 2015


Approved as to Form

EFS West
Principal


By 

DANIE JUMANAN
Printed Name of Person Signing for Principal

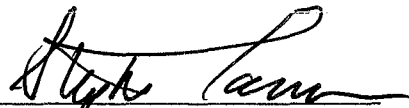
Jan I. Goldsmith, City Attorney

By 
Deputy City Attorney
Amanda L. Guy

The Ohio Casualty Insurance Company
Surety

By 
Attorney-in-fact
David Noddle

Approved:

By: 
Stephen Samara
Principal Contract Specialist
Public Works Contracting Group

9325 Skypark Court, Ste. 200
Local Address of Surety

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

(858) 255-3988
Local Telephone No. of Surety

Premium \$ 60,536.00

Bond No. 024052264

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

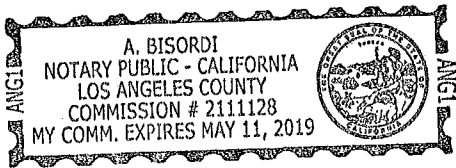
On NOV 17 2015 before me, A. Bisordi, Notary Public

personally appeared David Noddle

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

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S)
- MEMBER of LLC
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

Title or Type of Document

Number of Pages

Date of Document

OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Signer(s) other than named above

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

Certificate No. 6230245

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of July, 2013.

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

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary



STATE OF WASHINGTON ss
COUNTY OF KING

On this 31st day of July, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

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

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

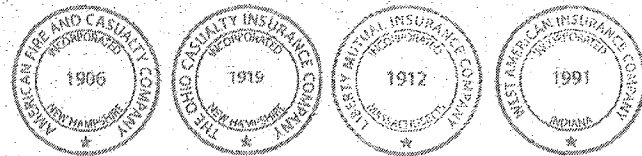
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this NOV 17 2015 day of NOV 17 2015.



By: David M. Carey
David M. Carey, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: CNG Fueling Station for Refuse & Recycling 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 RFP, "Drug-Free Workplace", of the project specifications, and that;

EFS WEST INC.

(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 Art Babcock

Printed Name ART BABCOCK

Title President

CONTRACTOR ADA CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: CNG Fueling Station for Refuse & Recycling 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 RFP, "American With Disabilities Act", of the project specifications, and that;

EFS WEST INC.

(Name under which business is conducted)

has in place a 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

AK Babcock

Printed Name

AK BABCOCK

Title

President

CONTRACTOR STANDARDS CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: CNG Fueling Station for Refuse & Recycling Design - Build Contract

I declare under penalty of perjury that I am authorized to make this certification on behalf of EPS WEST INC., as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in RFP ("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 § 22.3004.

Dated this 19 Day of November, 2015.

Signed Art Babcock

Printed Name ART BABCOCK

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:

CNG Fueling Station for Refuse & Recycling Design - Build Contract

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-16-6308-DB1-3-A**; SAP (IO/CC/WBS) No. **S-15000** 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

ATTACHMENT K

PREFERRED CONFIGURATION FOR TIME FILL POSTS



City of San Diego

CITY CONTACT: DAMIAN SINGLETON, Contract Specialist, Email: Dsingleton@sandiego.gov
Phone No. (619) 533-3482, Fax No. (619) 533-3633

ADDENDUM "2"

REQUEST FOR PROPOSAL (RFP)



FOR

CNG Fueling Station for Refuse & Recycling Design - Build Contract

RFP NO.:	K-16-6308-DB1-3-A
SAP NO. (WBS/IO/CC):	S-15000
CLIENT DEPARTMENT:	2115
COUNCIL DISTRICT:	1
PROJECT TYPE:	FB

PROPOSAL DUE:

**12:00 NOON
OCTOBER 21, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, 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 ON THE COVER PAGE.**

B. CLARIFICATION

1. All **references** in the RFP to a “**9-HR Fueling Window**” as a **Base Bid condition shall be eliminated**. The **BASE BID CONDITION** for this RFP will be a “**10-HR FUELING WINDOW.**”
2. The City has confirmed with SDG&E the following with regards to the scope of electrical service upgrades. Bidders shall include in their pricing for bid item #5 “Construct New Dedicated Electrical Service at Compressor Compound” the cost to trench/install duct bank conduit/backfill/pave from the street at Miramar Place to the compressor compound, furnish/install switchgear (with tie-in for portable generator), and furnish/install electrical pads. SDG&E will furnish/install the transformer and furnish/install all cabling from the street at Miramar Place to the transformer and from the transformer to the switchgear. Bidders shall furnish/install all cabling from the switchgear to the compressor compound. Bidders shall provide, with their technical proposal, the electrical requirements for their proposed system. The City then secures the necessary design services with SDG&E to initiate the service upgrade process. It is possible that the scope of electrical service upgrades work to be performed by the selected Design-Build Contractor will be reduced or expanded, depending on the outcome of the SDG&E design process. Any changes to the scope, if necessary, will be negotiated as a changed condition after the Design-Build contract has been awarded.

C. BIDDER'S QUESTIONS

- Q1. Are all 140 vehicles the same? If so, what is the Average fuel economy in route use? If not, what is the fleet average fuel economy?
 - A1. Yes. Bidders shall assume a daily fuel requirement of 55 diesel-gallon-equivalents (DGEs) per vehicle per day.
- Q2. What is the daily route distances traveled or average route distance for the fleet?
 - A2. Average fleet route distances vary. For purposes of sizing the CNG fueling station, bidders shall assume a daily fuel requirement of 55 DGEs per vehicle per day, which is the estimated consumption on the longest route of the week.
- Q3. Are the 140 vehicles now running on liquid diesel fuel? If so, what is the fleet daily average of liquid fuel?
 - A3. Yes. Question does not appear relevant to this RFP. Fuel economy of a diesel-powered vehicle differs from what is expected for a CNG-powered vehicle. Bidders shall assume a daily fuel requirement of 55 diesel-gallon-equivalents (DGEs) per vehicle per day.

- Q4. Many PLC controllers are not able to be wirelessly monitored. Some not at all and some can use Ethernet. Is it mandatory that all compressors be remotely monitored? And can this be accomplished with Ethernet or Wireless modem only?
- A4. Yes. It is mandatory that all compressors will be capable of being remotely monitored. The City will provide an Ethernet connection in the administrative offices at 8353 Miramar Place. The Contractor may connect their system to this Ethernet (TCP/IP) service via either a hard-wire or wireless modem option.
- Q5. Please confirm the DGE/Vehicle/Day that bidders are to assume for sizing the CNG equipment.
- A5. Bidders shall assume a daily fuel requirement of 55 DGE/Vehicle/Day.
- Q6. What is the maximum amount of Cubic Feet per hour CFH of gas that will be delivered by SDG&E by the new service? Not pressure; Volume, CFH or cubic feet per hour.
- A6. The City has requested that SDG&E provide a minimum of 122,605 scfh between the hours of 8pm and 5am at the meter.
- Q7. Please clearly define which item numbers and associated costs on the price proposal form will be used to calculate the ELBE/SLBE participation percentage.
- A7. Reference ATTACHMENT G, Section 10.2.6
- Q8. Labor rates vary between normal business hours, non-business hours, and weekends & holidays. Would the City agree to add a line item(s) on the pricing forms (see p. 119, Additive Alternate A Item No 3) to reflect this for repair and maintenance services?
- A8. No, bidders shall provide unit pricing that they believe will best cover the possible range of callout requests on these line items.
- Q9. Will SDG&E or the City be responsible for pulling wire from the street to the transformer onsite?
- A9. SDG&E will be responsible for pulling wire from the street to the transformer (in conduit that is installed by the Contractor).
- Q10. What is the minimum guaranteed pressure onsite? If unknown, please provide an estimated pressure to ensure all respondents use the same assumptions.
- A10. SDG&E has estimated that the line pressure will be 30psi.
- Q11. What is the average daily fuel consumption per vehicle (DGE)?
- A11. Bidders shall assume a daily fuel requirement of 55 DGE/Vehicle/Day.

- Q12. Does the City require that compressor motors bear a NEMA Premium label or is an efficiency rating equal to NEMA Premium acceptable?
- A12. An efficiency rating equal to NEMA Premium is acceptable.
- Q13. Please define "non-proprietary compressor motor control center (MCC) as listed on page 33.
- A13. The City's intent is that the system, as furnished, will be able to be monitored without the need for an ongoing contract for utilization of proprietary software or monitoring services.
- Q14. Is the 86 DGE requirement for storage based on usable CNG or the total volume of CNG stored?
- A14. Usable CNG.
- Q15. Please confirm that pressure relief valve sizing calculations required to be stamped by a licensed California PE excludes manufactured assemblies (see #5 on page 37).
- A15. Correct.
- Q16. Please confirm that compressor skids equipped with remote IO cards that relay data and control signals to the remote PLC are acceptable in lieu of onboard PLC controls (see #4 on page 38).
- A16. Correct.
- Q17. Section 1.2, D.2 (page 40) requires an infrared gas detector in the CNG skid. Please confirm that catalytic bead gas detectors are acceptable.
- A17. Catalytic bead gas detectors are acceptable.
- Q18. Section 1.3, C.1 (page 41) requires dryer isolation valves to be ball valves. Please confirm that butterfly valves that are standard on PSB gas dryers are acceptable.
- A18. Ball valves or butterfly valves will be acceptable for the dryer isolation valves.
- Q19. Section 3.2, H (page 48) requires that pipe and tube shall have a pressure safety factor "of at least (4) based on SMTS". This conflicts with the requirement that piping design, inspection and testing be in accordance with ASME B31.3 (see section B on page 48). Please confirm that a pressure design based on ASME B 31.3 is acceptable and preferred.
- A19. Correct, a pressure design based on ASME B 31.3 is acceptable and preferred.

- Q20. Please confirm the exact SLBE/ELBE percentage breakdowns in the RFP (SLBE – 3% / ELBE – 6.6%) are not required and that firms can have any breakdown so long as it meets the minimum 9.6% participation requirement.
- A20. Per Section 2.6.1 of the RFP: "...a recommended breakdown [emphasis added] 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." Any combination of SLBE and/or ELBE participation will be accepted towards achieving the mandatory subcontractor participation percentage.
- Q21. Do Tier 2 subcontractors that indirectly contract on this project through another subcontractor count towards the mandatory SLBE/ELBE participation?
- A21. Only Tier 1 subcontractors are counted towards the mandatory SLBE/ELBE subcontractor participation percentage.
- Q22. Addendum #1 stipulates that the prime contractor must self-perform 30% of the work. Using the City's budget of \$3,281,500, this equates to an amount of \$984,450. Will the prime contractor's overhead, profit, markup on equipment/subcontractors, and project management fees satisfy a portion of this requirement, or does the City require that the prime contractor perform \$984k of the field construction work (civil, electrical, mechanical, etc.) with in-house construction staff?
- A22. As stated in the Supplemental Special Provisions the prime contractor is required to self-perform 30% of the Work based on the Contract Price.
- Q23. What is the suction pressure (psig) at the station that Proposers should use as a minimum design pressure?
- A23. SDG&E has estimated that the line pressure will be 30psi.
- Q24. The RFP mentions the truck fuel tanks can hold 75 dge. Can you please provide the average fill amount per vehicle?
- A24. Bidders shall assume a daily fuel requirement of 55 DGE/Vehicle/Day.
- Q25. The RFP requires reference details for 3 years of CNG projects, which would be an extensive number for many respondents and will consume many of the 50-pages allowed. Can you please set a limit to the number of projects?
- A25. Bidders may limit the listing to 25 projects. Please focus on projects in California and/or projects of a similar scope/size/nature to this RFP.
- Q26. Is a USB memory stick, or "thumb drive", acceptable for delivery of the electronic copy of the proposal?
- A26. Yes

- Q27. Will the City accept Additive Alternate bid items of extended warranty (operation and maintenance) services?
- A27. No
- Q28. Equal Opportunity Section 2.6.1 (page 6). Regarding SLBE-ELBE participation, will the City please clarify that the percentage is based on just on construction portion of the costs? (not the total contract value)
- A28. The subcontractor participation percentage is based on contract price.
- Q29. Attachment A - Section 1 (page 24) of the RFP specifies filling 140 refuse trucks in 9 hours; yet section 2.9 (page 26) states a an electrical system sized for a CNG station capable of fueling 200 vehicles in a 9 hour window. Is this discrepancy intentional? If not, which is desired? If so, please provide a reason for the difference.
- A29. Yes, the discrepancy is intentional. The City wishes to have the ability to expand the CNG system in the future and does not want to be constrained by the site electrical infrastructure.
- Q30. Attachment A - Section 1 (page 24) -- Phase 1 is expected to be 80 days. It is not possible to complete engineering and permitting in this timeframe. Will the City modify this schedule to include completion of design work and submittal of permit applications?
- A30. Yes, provided that the overall project schedule for phases 1 & 2 are met.
- Q31. Attachment A – Section 2.5.4 – The electrical service will be set up with the City as the customer of record on the account. Who is responsible to pay the electrical upgrade fees?
- A31. Please refer to the clarification provided in this addendum.
- Q32. Scope of work, section 2.5.8 (page 26). The specification requires “One (1) direct-fill post with CNG bottle storage capable of supplying a minimum of 86 DGE and skid mounted equipment package.” Can this specification be substituted for a direct fill post connected to the main compressors and storage?
- A32. Yes, the bottle storage system configuration can be flexible as long as it provides 86 DGE of usable storage.
- Q33. Section 1.1 A (page 33) asks for fueling times expected if one compressor is down. Does the City require the CNG station be capable of meeting the fueling requirement of 140 vehicles in a 9 hour period if one compressor is down?
- A33. No. The fueling window performance can be calculated with all compressors running. As specified in the RFP, the City wants bidders to also provide performance calculations for a "one compressor down" scenario for each phase of the project to assist in the evaluation of the proposed system designs.

- Q34. Section 2.1.D, page 37 – Will the City revise the noise requirements to be 10 dB(A) above ambient 10 feet away?
- A34. A criteria of 10 dB(A) above ambient 10 feet away will be acceptable.
- Q35. Section 1.2.A.1 – Will the City include J-W Power/Ariel on the list of acceptable packagers?
- A35. Yes
- Q36. Section 1.6 E 1 & 2 (page 45). Remote Systems Monitoring. This section is ambiguous and requires efforts to meet the “complete satisfaction of the City.” Can the City please state what integration activities are expected, so that they can be included in the scope of work and budget?
- A36. The City expects that the CNG system will have the ability to be remotely monitored. The City will provide an active TCP/IP connection point in the adjacent administrative offices and the Contractor shall provide all equipment and services necessary to establish and commission the system, including training City personnel.
- Q37. Attachment A – 3.1.13 page 29 – What is the City’s expected annual fuel usage? This is needed to estimate maintenance pricing.
- A37. The second phase will only provide enough capacity to fuel 50 vehicles, however, it is likely that during the first year of service that the fleet will only have 20 cng vehicles (max). Subsequently the amount of gas anticipated in the first year of service is ~350,000 DGE.
- Q38. Page 64 – Attachment E – No bonding requirements are listed. Are there any project specific bonding requirements for this RFP?
- A38. Bid bonds are not required on Design-Build contracts. Payment and Performance and Labor and Materialmen Bonds will be required once an awarded proposer have been identified.

D. CHANGES TO THE REQUEST FOR PROPOSALS

1. To Item 2, Equal Opportunity, 2.6., Subcontractor Participation, page 6, Sub-item 2.6.1., Numbers 1, 2, and 3, **DELETE** in their entirety and **SUBSTITUTE** with the following:

1. SLBE participation	2.8%
2. ELBE participation	6.3%
3. Total mandatory participation	9.1%

2. To Item 3, Project Value, page 7, Sub-item 3.1., **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 3.1. The City’s estimate of the Contract Price which included the total Base Price Proposal plus Additive Alternates A, B, and C is **\$3,281,500.00**

3. To Item 13, Submittal Requirements, page 10, Sub-item 13.1., **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 13.1. Each Design-Builder shall submit a separate “Technical”, “Base” and “Options” Proposal as described in this RFP.

4. To Item 13, Submittal Requirements, page 11, Sub-item 13.3., Price Proposal Requirements, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 13.3.1. This solicitation is for a Final Selection (Adjusted Low Proposal) contract.
 - 13.3.2. One executed original of the **Base** Price Proposal, clearly marked as “**Base Proposal Original**” on the cover shall be submitted in a separate sealed envelope. Refer to ATTACHMENT H of this RFP for the Base Price Proposal form to be used. **AND** one executed original of the **Options** Price Proposal, clearly marked as “**Options Proposal Original**” on the cover shall be submitted in a third separate sealed envelope. Refer to ATTACHMENT H of this RFP for the Base Price Proposal form to be used.
 - 13.3.3. The Price Proposals shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.
 - 13.3.4. The lowest proposed price is not the determining factor for award of this contract. See ATTACHMENT G for criteria from which the proposals will be evaluated.
 - 13.3.5. In case of discrepancies, written numbers will govern over numerical. Also, the sum of all lump sum line items, unit price line items, allowance line items and any other priced items will govern over the “Total Design-Build Proposal” line item in the event of any discrepancies.
 - 13.3.6. The EOCP information (e.g. Subcontractors and Suppliers listings) shall be submitted as part of the Base price Proposal.

5. To Item 13, Submittal Requirements, 13.4., Submittal Requirements, page 12, Sub-item 13.4.3., Price Proposal, **ADD** the following:
 - 13.4.3.4. The Option Proposal shall be submitted separately from the Technical Proposal and Price Proposal and is to be received no later than the time and date shown on the cover of this RFP.
 - 13.4.3.5. Submittal of the Option Proposal after the date stipulated in this section may be cause for rejection of the entire Proposal and disqualification of the Design-Builder for this selection process.
 - 13.4.3.6. The Option Proposal is to be submitted in **sealed packages** with the following information clearly marked on the outside of each package:
 - Name of Design-Builder
 - Project Title
 - “Option Proposal” Marked “CONFIDENTIAL” (in red)

6. To Item 14, Selection Criteria and Scoring, page 13, Sub-item 14.6., Final Selection (Best Value i.e., Best Design for a Lump Sum Price), **DELETE** in its entirety and **SUBSTITUTE** with the following:

14.6. Final Selection (Adjusted Low Proposal)

- i. The ranking of each Design-Builder during the Technical Proposal review will serve as the divisor of the Price Proposal submitted thereby determining weighted price.
- ii. Selection will be based on "Adjusted Low Proposal". Following review of the Technical Proposals, 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). The Proposal price will then be divided by the scores from the Technical Proposals (expressed as a decimal). This becomes the "Adjusted Low Proposal". The lowest adjusted proposal 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. Design-Builders will be notified in writing of the City's final decision.
- iii. 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 Proposal. The Price Proposal is the actual Contract amount.

7. To Item 17, Additional Terms and Conditions, page 14, Sub-item 17.4., Submittal of "Or Equal" Items, **DELETE** in its entirety and **SUBSTITUTE** with the following:

17.4. Submittal of "Or Equal" Items. See item 4-1.6, "Trade Names or Equals" of the City Supplement WHITEBOOK.

8. To Attachment A, Project Description, Scope of Work, and Technical Specifications, pages 24 through 25, Item 1, Project Description, **DELETE** "Paragraphs 4 through 7" in their entirety and **SUBSTITUTE** with the following:

Phase 2 will be 150 working days, and will include completion of all underground trenching with phase specific stub outs for above-grade fill post installs, pads/foundations for the full station build-out so skid-mounted equipment associated with Phases 3 and 4 can be easily installed, new electrical service upgrades, tie-in to the new SDG&E gas service feed, installation of 50 time-fill fueling points in the refuse vehicle parking lot, and a bottle storage quick fill system supplying a

minimum capacity of 86 DGE. Phase 2 may also include implementation of one or more of the following Additive Alternate or Optional Proposal items, if selected:

- Additive Alternate A (6 time-fill fueling points along red-tag line);
- Additive Alternate B:
 - (1-yr preventive maintenance for all items included in Phase 2);
 - (as-needed services hourly labor);
 - (as-needed services trip charge);
- Additive Alternate C (repair shop upgrades);
- Option 1 (equipment and infrastructure to meet an 9-hr fueling window);
- Option 2 (equipment and infrastructure to meet a 8-hr fueling window);
- Option 3 (equipment and infrastructure to meet a 7-hr fueling window);
- Option 4 (equipment and infrastructure to meet a 6-hr fueling window);
- Option 5 (equipment and infrastructure to meet an 11-hr fueling window);
- Option 6 (equipment and infrastructure to meet a 12-hr fueling window).

Phase 2 must be implemented in a manner that will permit the efficient build-out of Phases 3 and 4.

Phase 3 will be 60 working days and will include the installation of 45 time-fill fueling points in the refuse vehicle parking lot.

Phase 4 will be 60 working days and will include the installation of 45 time-fill fueling points in the refuse vehicle parking lot.

For Option 1 through Option 4, the intent of these items is to identify the total increase in project costs relative to the proposal requirement for a **10-hr** fueling window. Specifically, the City anticipates that the costs associated with proposal line items 7, 9, and 11, which relate to the capital equipment to be furnished/installed in each of the 3 phases of construction would be increased if the City were to shorten the fueling window to 9, 8, 7, or 6 hours under one of the options. Under these scenarios, the proposers would be providing compression equipment that is either sized somewhat larger vs. the base requirement and/or increase the quantity of compressors which would result in increased cost to the project.

For Option 5 through 6, the intent of these items is to identify the total reduction in project costs relative to the proposal requirement for a **10-hr** fueling window. Specifically, the City anticipates that the costs associated with proposal line items 7, 9, and 11 which relate to the capital equipment to be furnished/installed in each of the 3 phases of construction would be reduced if the City were to extend the fueling window to 11, or 12 hours under one of these options. Under these scenarios, the proposers would be providing compression equipment that is either sized somewhat smaller vs. the base requirement and/or reduce the quantity of compressors which would result in savings to the project.

9. To Attachment A, Project Description, Scope of Work, and Technical Specifications, pages 28 through 29, Item 3, Price Proposal, 3.1., Sub- items 3.1.13. through 3.1.19., **DELETE** in their entirety and **SUBSTITUTE** with the following:
- 3.1.13. Additive Alternate B, Item 1: 1-yr Preventive Maintenance (for All Phase II Items). This line item covers the performance of all manufacturer-prescribed preventive maintenance service activities for all equipment installed in Phase 2 of the project (labor, parts, material, and travel).
 - 3.1.14. Additive Alternate B, Item 2: As-needed Services (hourly labor rate while on site) (Appendix E). This line item covers costs to provide as-needed (unscheduled) equipment service that is outside the scope of preventive maintenance work (Additive Alternate B, Item 1). The Contractor will only be compensated for time spent on the job site performing as-needed service work. Charges for travel time to and from the job site shall be recovered in the quoted trip charge cost (Additive Alternate B, Item 3).
 - 3.1.15. Additive Alternate B, Item 3: As-needed Services (trip charge for travel time per callout) (Appendix E). This line item covers costs for round-trip travel time associated with service that is outside the scope of preventive maintenance work (Additive Alternate B, Item 1). The Contractor will only be compensated a single trip charge for each service event. The Contractor will not be compensated for a trip charge in the event that as-needed service is performed at the time of a preventive maintenance service event.
 - 3.1.16. Additive Alternate C, Item 1: Repair Shop Upgrades. This line item covers the permitting, furnishing, and installing of new gas sensors at each bay (15 locations), new interior and exterior warning lights/horns (9 locations), new master control panel (MCP), and wiring/integration of the new equipment to the existing ventilation fans and bay door motors. The MCP shall provide automated operation of doors and ventilation equipment in the event of a detected leak. A minimum of 6 bay doors, distributed throughout the facility, shall be automated. Work under this line item shall include the assessment of the ability of the existing ventilation system to meet code requirements for required quantities of air exchanges. Any upgrades to existing ventilation fans and/or door motors (beyond the 6 specified) required to meet regulatory compliance requirements are beyond the scope of this line item and will be negotiated as an out-of-scope extra.
 - 3.1.17. Option 1: Provide equipment and infrastructure to meet 9-hr fueling window. This line item covers the cost differential beyond the base bid pricing to fuel 140 vehicles in a 9-hr fueling window.
 - 3.1.18. Option 2: Provide equipment and infrastructure to meet 8-hr fueling window. This line item covers the cost differential beyond the base bid pricing to fuel 140 vehicles in a 8-hr fueling window.
 - 3.1.19. Option 3: Provide equipment and infrastructure to meet 7-hr fueling window. This line item covers the cost differential beyond the base bid pricing to fuel 140 vehicles in a 7-hr fueling window.

- 3.1.20. Option 4: Provide equipment and infrastructure to meet 6-hr fueling window (140 time-fill points). This line item covers the cost differential beyond the base bid pricing to fuel 140 vehicles in a 6-hr fueling window.
 - 3.1.21. Option 5: Provide equipment and infrastructure to meet 11-hr fueling window (140 time-fill points) (cost reduction vs. 10-hr window). This line item covers the cost differential (cost savings) beyond the base bid to fuel 140 vehicles in an 11-hr fueling window.
 - 3.1.22. Option 6: Provide equipment and infrastructure to meet 12-hr fueling window (140 time-fill points) (cost reduction vs. 10-hr window). This line item covers the cost differential (cost savings) beyond the base bid to fuel 140 vehicles in a 12-hr fueling window.
- 10. To Attachment E, Supplementary Special Provisions, Section 4, Control of Materials, page 67, Sub-item 4.1.6, Trade Names or Equal, **DELETE** in its entirety.
 - 11. To Attachment E, Supplemental Special Provisions Appendices, Appendix E, Preventative Maintenance, and As-Needed Services Contract, Agreement, Article 7, General Provisions, page 96, Items 7.1, Assignment and 7.5, Successors in Interest, **DELETE** in their entirety and **SUBSTITUTE** with the following:
 - 7.1 **Assignment.** The Contractor shall not assign the obligations under this Contract, nor any monies due or to become due, unless the result of express assignment or by sale of the company without City's prior written approval. Any assignment in violation of this Section is grounds for immediate termination of this contract, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.
 - 7.5 **Successors in Interest.** This Contract and all rights and obligations created by this contract shall be in force and effect, unless those obligations have been assigned in accordance with Section 7.1, and all rights and obligations created by this contract shall be vested and binding on any Party's successor in interest
 - 12. To Attachment H, Proposal Forms, Design-Build Proposal, pages 118 through 122, Price Proposal Forms, **DELETE** in their entirety and **SUBSTITUTE** with pages 13 through 18 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *October 7, 2015*
San Diego, California

JN/AJ/egz

PROPOSAL FORMS

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **CNG Fueling Station for Refuse & Recycling Design - Build Contract**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due until the award of **CNG Fueling Station for Refuse & Recycling Design - Build Contract**. The duration of the price guarantee may 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	Description	Quantity	D*	Unit	Unit Price	Extension
BASE PROPOSAL							
<u>Phase 1 Award Items (1-4)</u>							
1	524126	Bonds (Payment and Performance) (Entire Project)	1		LS	 	\$
2	541330	Engineering, Design, and Permitting (Entire Project)	1	D	LS	 	\$
3	541330	Water Pollution Control Plan (Entire Project)	1		LS	 	\$
4		City Contingency (Entire Project) - Type II	1		AL	 	\$250,000.00
Phase 1 (Award Items 1 Through 4) Subtotal:							\$
<u>Phase 2 Award Items (5-7)</u>							
5	238220	Construct New Dedicated Electrical Service at Compressor Compound (With Tie-in for City-supplied Portable Electrical Generator)	1		LS	 	\$
6	238220	Field Construction, Materials, Project Management, and Training (50 Time-Fill Fueling Points + Bottle Storage with Quick Fill)	1		LS	 	\$
7	238910	Capital Equipment (50 Fueling Points + Bottle Storage with Quick Fill)	1		LS	 	\$
Phase 2 (Award Items 5 Through 7) Subtotal:							\$

PROPOSAL FORMS

Item No.	NAICS	Description	Quantity	D*	Unit	Unit Price	Extension
Phase 3 Award Items (8-9)							
8	238220	Field Construction, Materials, and Project Management (45 Time-fill Fueling Points)	1		LS	 	\$
9	238910	Capital Equipment (45 Time-fill Fueling Points)	1		LS	 	\$
Phase 3 (Award Items 8 Through 9) Subtotal							\$
Phase 4 Award Items (10-11)							
10	238220	Field Construction, Materials, and Project Management (45 Time-fill Fueling Points)	1		LS	 	\$
11	238910	Capital Equipment (45 Time-fill Fueling Points)	1		LS	 	\$
Phase 4 (Award Items 10 Through 11) Subtotal:							\$
TOTAL BASE PRICE PROPOSAL (Phases 1 Through 4, Award Items 1 Through 11, Inclusive):							\$
ADDITIVE ALTERNATE A							
1	238220	6 Time-fill Fueling Points Along Red Tag Line	1		LS	 	\$
Additive Alternate A (Item 1) Total:							\$
ADDITIVE ALTERNATE B							
1	811310	1-yr Preventive Maintenance (for All Phase II Items)	1		LS	 	\$
2	811310	As-needed Services (Hourly Labor Rate While On-site)(Appendix E)	40		HR	\$	\$
3	811310	As-needed Services (Trip Charge for Travel Time Per Callout)(Appendix E)	10		EA	\$	\$
Additive Alternate B (Items 1 Through 3) Total:							\$

PROPOSAL FORMS

Item No.	NAICS	Description	Quantity	D*	Unit	Unit Price	Extension
ADDITIVE ALTERNATE C							
1	238220	Repair Shop Upgrades (Permit/Furnish/Install: New Gas Sensors at Each Bay, New Warning Lights/Horns, New Control System/Wire /Integrate New Equipment to Existing Ventilation Fans and Bay Door Motors)	1		LS	X	\$
Additive Alternate C (Item 1) Total:							
TOTAL BASE PRICE PROPOSAL (Items 1 Through 11) PLUS ADDITIVE ALTERNATES A, B, C:							\$

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

Total Price For Design-Build Proposal, (Base Price Proposal, Phases 1 Through 4, Items 1 through 11, inclusive), PLUS Additive Alternate A (Item 1), PLUS Additive Alternate B (Items 1 Through 3) PLUS Additive Alternate C (Item 1) amount written in words:

Design-Builder: _____

Title: _____

Signature: _____

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

PROPOSAL FORMS

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

NOTES:

- A. The Contract Price to be used in the selection process as described in Section 6 of the RFP will be determined based on the Base Price Proposal PLUS Additive Alternates A, B, C.
- B. After the selection of a design-builder has been made, the City may award the Base Price Proposal alone or the Base Price Proposal plus any combination of Alternates and/or Options at the City's sole discretion.
- C. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Design-Builder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the Proposal.
- D. Failure to initial all corrections made in the proposal documents may cause the Proposal to be rejected as **non-responsive** and ineligible for award.
- E. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal **non-responsive** and ineligible for award.
- F. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- G. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- H. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- I. Proposals shall not contain any recapitulation of the Work. Conditional Proposals will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- J. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

PROPOSAL FORMS

Item No.	NAICS	Description	Quantity	D*	Unit	Unit Price	Extension
OPTIONS							
Option 1							
1	238220	Provide Equipment and Infrastructure to Meet 9-hr Fueling Window (140 Time-fill Fueling Points)	1		LS	 	\$
Option 1 Total:							\$
Option 2							
1	238220	Provide Equipment and Infrastructure to Meet 8-hr Fueling Window (140 Time-fill Fueling Points)	1		LS	 	\$
Option 2 Total:							\$
Option 3							
1	238220	Provide Equipment and Infrastructure to Meet 7-hr Fueling Window (140 Time-fill Fueling Points)	1		LS	 	\$
Option 3 Total:							\$
Option 4							
1	238220	Provide Equipment and Infrastructure to Meet 6-hr Fueling Window (140 Time-fill Fueling Points)	1		LS	 	\$
Option 4 Total:							\$
Option 5							
1	238220	Provide Equipment and Infrastructure to Meet 11-hr Fueling Window (140 Time-fill Points)	1		LS	 	-\$
Option 5 Total:							-\$
Option 6							
1	238220	Provide Equipment and Infrastructure to Meet 12-hr Fueling Window (140 time-fill points)	1		LS	 	-\$
Option 6 Total:							-\$

PROPOSAL FORMS

NOTES:

- A. The Contract Price to be used in the selection process as described in Section 6 of the RFP will be determined based on the Base Price Proposal PLUS Additive Alternates A, B, C.
- B. After the selection of a design-builder has been made, the City may award the Base Price Proposal alone or the Base Price Proposal plus any combination of Alternates and/or Options at the City's sole discretion.
- C. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Design-Builder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the Proposal.
- D. Failure to initial all corrections made in the proposal documents may cause the Proposal to be rejected as non-responsive and ineligible for award.
- E. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal non-responsive and ineligible for award.
- F. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- G. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- H. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- I. Proposals shall not contain any recapitulation of the Work. Conditional Proposals will be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- J. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

City of San Diego

CITY CONTACT: DAMIAN SINGLETON, Contract Specialist, Email: Dsingleton@sandiego.gov
Phone No. (619) 533-3482, Fax No. (619) 533-3633

ADDENDUM "1"

REQUEST FOR PROPOSAL (RFP)



FOR

CNG Fueling Station for Refuse & Recycling Design - Build Contract

RFP NO.:	K-16-6308-DB1-3-A
SAP NO. (WBS/IO/CC):	S-15000
CLIENT DEPARTMENT:	2115
COUNCIL DISTRICT:	1
PROJECT TYPE:	FB

PROPOSAL DUE:

12:00 NOON

OCTOBER 15, 2015

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, 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 Item 2, Equal Opportunity, Sub-item 2.6., Subcontractor Participation, Sub-item 2.6.3., page 7, Paragraph 2, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 2. Proposer's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Proposer made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** after Proposal Due Date if the overall mandatory participation percentage is not met.
2. To Item 19, Required Document Schedule and Forms, page 20, **REQUIRED DOCUMENT SCHEDULE** Table, Line Items 10 through 12, **DELETE** in their entirety and **SUBSTITUTE** with the following:

REQUIRED DOCUMENT SCHEDULE					
ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
10.	WITHIN 3 WORKING DAYS AFTER PROPOSAL DUE DATE WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.		
11.	WITHIN 3 WORKING DAYS AFTER PROPOSAL DUE DATE WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available		
12.	WITHIN 3 WORKING DAYS AFTER PROPOSAL DUE DATE	ALL BIDDERS	SLBE-ELBE Good Faith Documentation		

3. To Attachment E, Supplementary Special Provisions, page 65, Section 2 – Scope and Control of Work, Sub-item 2-3.2 Self Performance, Paragraph 1, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 1. You must perform, with your own organization, Contract work amounting to at least 30% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.

James Nagelvoort, Director
Public Works Department

Dated: *September 17, 2015*
San Diego, California

JN/AJ/egz