

City of San Diego

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PROPOSAL DOCUMENTS



FOR

FURNISH AND INSTALL NEW LABORATORY TRAILER AT PUMP STATION 1

| | |
|----------------------|------------------------|
| RFP NO.: | <u>K-19-1777-DB1-2</u> |
| SAP NO. (WBS/IO/CC): | <u>30004491</u> |
| CLIENT DEPARTMENT: | <u>2000</u> |
| COUNCIL DISTRICT: | <u>8</u> |
| PROJECT TYPE: | <u>BQ</u> |

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

PROPOSALS DUE:

12:00 NOON

OCTOBER 16, 2018

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

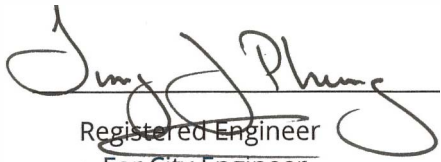
525 B STREET, SUITE 750, MS 908A

SAN DIEGO, CA 92101

ATTN: CONTRACT SPECIALIST

DEPUTY CITY ENGINEER

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


Registered Engineer
For City Engineer

9/11/2018
Date

Seal:



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REQUEST FOR PROPOSAL

1. INTRODUCTION AND PROJECT OVERVIEW

1.1. SOLICITATION

- 1.1.1. This is the City of San Diego's (City) solicitation process to acquire Design-Build services for the **Furnish and Install New Laboratory Trailer at Pump Station 1** Design-Build project.
- 1.1.2. This RFP describes the Project, the required Scope of Work and Services, the Design-Builder selection process, the minimum information that shall be included in the Proposal for this Project and the terms and conditions governing the Work. Failure to submit all requested information in accordance with the requirements of this Request for Proposal (RFP) may be cause for disqualification.
- 1.1.3. Each Proposal, properly executed as required by this RFP, shall constitute a firm offer which may be accepted by the City within the time specified in the Proposal.
- 1.1.4. 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.
- 1.1.5. 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.
- 1.1.6. 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).
- 1.1.7. 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 may not be eligible to participate in the competition with any Design-Build Entity. It is the responsibility of the Design-Build entity to obtain the required legal advice necessary to resolve such matters.

- 1.2. **SUMMARY OF WORK:** This is the City's solicitation process to acquire Design-Build services for a Design-Build project to **Furnish and Install New Laboratory Trailer at Pump Station 1**. For additional information refer to Attachment A.

- 1.3. FULL AND OPEN COMPETITION:** This contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
- 1.4. PROPOSAL DUE DATE AND TIME ARE: October 16, 2018 at 12:00 PM.**
- 1.5. ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$330,000**.
- 1.6. LICENSE REQUIREMENT:** The City has determined that the following licensing classifications are required for this contract: **B**
- 1.7. CONTRACT PERIOD:** The Project, shall be completed within **246** Calendar Days from the Notice to Proceed (NTP).
- 1.8. PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
- 1.9. CONTRACTOR LICENSE AND PREQUALIFICATION STATUS:**
- 1.9.1.** The Design-Builder must possess a Class **B** California State Contractor's license.
- 1.9.2.** The Design-Builder must, at the time of submission of the proposal, be prequalified at an amount equal to or greater than the total amount proposed, including any alternates or options.
- 1.9.3.** The Design-Builder's California State License and City of San Diego prequalification status as specified herein must be valid at time of submission.
- 1.10. PRE-PROPOSAL SITE VISIT:**
- 1.10.1. PRE-PROPOSAL SITE VISIT:** All those wishing to submit a Proposal **MUST** visit the Work Site with the Engineer. The purpose of the Site visit is to acquaint the Proposers with the Site conditions. To request a sign language or oral interpreter for this visit, call the Public Works Contracts at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. Failure to attend the Pre-Proposal Site Visit may cause the Design-Builder's Proposal to be deemed nonresponsive. The Pre-Proposal Site Visit is scheduled as follows:
- Time: September 25, 2018**
Date: 10:30 AM
Location: 3550 East Harbor Dr., National City, CA 91951
- 1.10.2.** Attendance at the Pre-Proposal Site Visit will be evidenced by the Design-Builder's representative's signature on the attendance roster. It is the responsibility of the Design-Builder's representative to complete and sign the attendance roster.

Admittance may be denied to those arriving after the specified start time of the mandatory Pre-Proposal Site Visit.

2. SUBCONTRACTING PARTICIPATION PERCENTAGES: Subcontracting participation percentages apply to this contract.

2.1. 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 | 5.3% |
| 2. ELBE participation | 6.7% |
| 3. Total mandatory participation | 12.0% |

2.2. The Proposal will be declared non-responsive if the Proposer fails to meet the following mandatory requirements:

2.2.1. Proposer's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**

2.2.2. 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 Proposal due date if the overall mandatory participation percentage is not met.

3. SELECTION AND AWARD SCHEDULE:

3.1. The City anticipates that the process for selecting a Design-Builder and awarding the contract will be according to the following tentative schedule. Dates are subject to change:

3.2. Proposal Due Date **October 16, 2018**

3.3. Selection and Notification **November 15, 2018**

3.4. Limited Notice to Proceed **December 18, 2018**

INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS

1. PREQUALIFICATION OF CONTRACTORS AND CALIFORNIA STATE LICENSE:

- 1.1. Contractors submitting a Proposal must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. **Joint Venture Bidders:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.4. Complete information and links to the on-line prequalification application are available at:

<http://www.sandiego.gov/cip/bidopps/prequalification.shtml>
- 1.5. Due to the City's responsibility to protect the confidentiality of the contractors' information, 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™](#).

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

- 2.1. **PROPOSERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic proposal.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.

- 2.3. Upon entry of their proposal, the system will ensure that all required fields are entered. **The system will not accept a proposal for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. **PROPOSALS REMAIN SEALED UNTIL DUE DATE AND TIME.** eBids and eProposals are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Proposals submitted prior to the Due Date and Time are not available for review by anyone other than the submitter, who will have until the Due Date and Time to change, rescind or retrieve its proposal should they desire to do so.
- 2.5. **PROPOSALS MUST BE SUBMITTED BY DUE DATE AND TIME.** Once the deadline is reached, no further submissions are accepted into the system. Once the Due Date and Time has passed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, Equal Opportunity Contracting Program (EOCP) compliance and other issues.
- 2.6. **TECHNICAL PROPOSAL AND PRICE PROPOSAL ARE TO BE SEPARATE.** The proposer is to submit two separate proposal PDFs by the due date and time.
1. The Technical proposal, which should contain the items detailed below and in Attachment G. There is to be **NO PRICING** information within this proposal. If a Technical proposal contains pricing information, the submission may be deemed non-responsive and ineligible for further consideration, and
 2. The Price proposal, which should detail the cost structure and include any forms as required herein.
- 2.7. **RECAPITULATION OF THE WORK.** Proposals shall not contain any recapitulation of the Work. Conditional proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- 2.8. **PROPOSALS MAY BE WITHDRAWN** by the Proposer prior to, but not after, the time set as Due Date and Time.
- 2.8.1. **Important Note:** Submission of the electronic proposal into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the proposer's submission to upload and be received by the City's eBidding system. It is the proposer's sole responsibility to ensure their proposals are received on time by the City's eBidding system. The City of San Diego is not responsible for proposals that do not arrive by the required date and time.

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

3. ELECTRONIC SUBMISSIONS CARRY FULL FORCE AND EFFECT

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

3.2. By submitting an electronic proposal, the proposer certifies that the proposer has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its proposal, the proposer acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

3.3. The Proposer, by submitting their electronic proposal, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this proposal are true and correct.

4. PROPOSALS ARE PUBLIC RECORDS: 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's General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. JOINT VENTURE CONTRACTORS: Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Calendar Days after receiving the Contract forms.

6. Each properly signed Proposal shall constitute a firm offer that may be accepted by the City within the time frame specified herein.

7. The Proposer agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

8. 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.

9. 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.
10. Design-Builders who submit a response to this RFP agree to provide the required services in accordance with the terms and conditions noted in this RFP and its attachments upon award by the City. The agreement and other terms and conditions are included in the Design-Build Contract, The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
11. 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 may not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents, such as the Water Department's Master Plan and any other document that was not prepared specifically for this contract, are considered to be eligible to participate.

12. EQUAL OPPORTUNITY CONTRACTING

- 12.1. 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.
- 12.2. 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.
- 12.3. Design-Builder's Work Force
 - 12.3.1. 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.
 - 12.3.2. 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.
 - 12.3.3. 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>

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

- 12.4.1.** The Design-Builder shall not discriminate on the basis of race, gender, gender expression, gender identity, 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.
- 12.4.2.** This language shall be in contracts between the Design-Builder and any Subcontractors and Suppliers.
- 12.4.3.** 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.

12.5. Contractor Registration and Electronic Reporting System

- 12.5.1.** 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>.

- 12.5.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer
- 12.5.3.** 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>

- 12.5.4.** The City may retain progress payments if:
 - 12.5.4.1.** The non-registered Design-Builder, Subcontractors or Suppliers fail to register.

12.5.4.2. EOCP reporting is delinquent or inadequate.

12.5.4.3. Underpayment has occurred.

13. PRE-PROPOSAL ACTIVITIES

13.1. Submission of Questions

13.1.1. The Director (or designee) of the Public Works Department is the officer responsible for 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. All questions related to this solicitation shall be submitted to:

Public Works Contracts
525 B Street, Suite 750, MS 908A
San Diego, California, 92101
Attention: Contract Specialist listed on the front cover of this RFP.

OR:

To the Email address of the Contract Specialist listed on the front cover of this RFP.

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

13.1.3. Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.

13.1.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Design-Builder's responsibility to be informed of any Addenda that have been issued and to adjust its Proposal accordingly.

13.2. Revisions to the RFP

The City, at its option, may respond to any or all questions submitted in writing via the City's eBidding web site in the form of an addendum. No other responses to questions, oral or written, shall be of any force or effect with respect to this solicitation.

Any changes to the Contract Documents through addendum are made effective as though originally issued with the Proposal. The Design-Builders shall acknowledge the receipt of Addenda at the time of Proposal submission.

14. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

14.1. Contract Documents may be obtained by visiting the City’s website: <http://www.sandiego.gov/cip/> Plans and Specifications for this contract are also available for review in the office of Public Works Contracts.

14.2. The Design-Builders shall carefully examine the Project Site, the Plans and 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.

15. CHANGES TO THE SCOPE OF WORK: 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

16. DESIGN SUBMITTALS: 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.

17. BONDS AND INSURANCE: Prior to the award of the Contract (or Task Order), 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 City’s standard specifications for public works constructions unless specified otherwise in the Contract Documents.

18. SUBMITTAL REQUIREMENTS: PROPOSALS MUST BE RECEIVED NO LATER THAN THE DUE DATE AND TIME. Proposals may be withdrawn by the Design-Builder only up to the proposal due date and time.

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

18.1. TECHNICAL PROPOSAL REQUIREMENTS: Technical Proposals submitted in response to this RFP shall be in the following order and shall include:

- Legal name of company.
- 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.
- Year of establishment of entity.
- If company is subsidiary of a parent company, identify the parent company.
- Address of main office.
- Address of San Diego satellite office if applicable.
- Contact information for firm, including name, title, email address and telephone number.
- Number of employees in San Diego County.
- Applicable License(s):
- City of San Diego Business License Number, including expiration date.
- State Contractor's License Number including expiration date, and all classifications. Professional Engineering/Architect License Number, including expiration date.
- Failure to provide all required information may result in the Proposal being considered non-responsive and ineligible for further consideration.

18.1.1. 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 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.

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

18.1.3. 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.

18.1.4. Failure to comply with this section may render the Design-Builder's submittal non-responsive and ineligible for further consideration.

18.2. PRICE PROPOSAL REQUIREMENTS

18.3. A clearly marked, signed PDF of the Price Proposal is to be submitted in a separate PDF. This **is not** to be included with the Technical proposal. Refer to Attachment H of this RFP for any Price Proposal forms required to be used.

- 18.4. The Price Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.
- 18.5. The lowest proposed price is not the determining factor for award of this contract. See Attachment G for the criteria by which the proposals will be evaluated.
- 18.6. In the event of any 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.
- 18.7. The required EOCP information such as Subcontractor and Supplier listings shall be submitted as part of the Price Proposal.

19. SELECTION CRITERIA AND SCORING

- 19.1. An evaluation 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.
- 19.2. Proposals will be ranked according to the selection criteria set forth in Attachment G.
- 19.3. The Panel will review all proposals received. Interviews or presentations will be conducted as needed in accordance with Attachment G.
- 19.4. Based upon this technical review, the Panel will rank the Design-Builders' proposals in accordance with the selection criteria set forth in Attachment G of this RFP.
- 19.5. Once the Technical Proposals have been ranked by the Panel, the Design-Builders' price proposals will be made available to the panel and forwarded to EOCP for review and scoring of subcontractor participation. The EOCP score will then be added to the Design-Builders' cumulative scores.

20. SUBCONTRACTOR INFORMATION:

- 20.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3,

“Subcontracts”, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a 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 California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor – regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

20.2. LISTING OF SUPPLIERS. Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the NAME, LOCATION (CITY), DIR REGISTRATION NUMBER and the DOLLAR VALUE of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

20.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES. For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note “ALTERNATE” and alternate item number within the description.

21. AWARD

21.1. After the Technical Proposals have been evaluated, scored and ranked; the Price proposals will be factored in according to the criteria set forth in Attachment G. A Design-Builder selection will then be made.

21.2. The City will announce in writing to all the RFP participants the selected Design-Builder. The announcement will show the results of the evaluation. This notification to the Design-Builders 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.

21.3. To obtain the price Proposal results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the Proposal name and number. The Proposal

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

22. ADDITIONAL POLICIES, PROCEDURES, TERMS AND CONDITIONS

- 22.1.** The Program's Selection Process is based on the policies, procedures and guidelines set forth in the City Municipal Code Chapter 2, Article 2, Division 33.
- 22.2.** Protests. A Design-Builder may protest the award of the Contract to another Design-Builder in accordance with San Diego Municipal Code.
- 22.3.** Changes to Key Personnel and Substitution of Subcontractors. The Design-Builder shall not change or substitute any individual that is identified in its proposal as "key personnel" without the written consent of the City. The Design-Builder shall not change or substitute any material, supplier, or subcontractor identified in its Proposal without written consent of the City. The City's consent will not be unreasonably withheld.
- 22.4.** Project Team. The Design-Builder shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule which may be adjusted as mutually agreed upon by the City and the Design-Builder.
- 22.5.** Submittal of "Or Equal" Items. See 4-1.6, "Trade Names or Equals" in the SSP and as modified by the Scope of Work ATTACHMENT A.
- 22.6.** 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.
- 22.7.** 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.
- 22.8.** City Standard Provisions. The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.
 - 22.8.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - 22.8.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 22.8.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - 22.8.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.

- 22.8.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 22.8.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 22.8.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

22.9. Prevailing Wage Rates Apply: Refer to Attachment D.

22.10. Reference Standards: Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

| Title | Edition | Document Number |
|--|---------|-----------------|
| Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/ | 2015 | PWPI070116-01 |
| City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook | 2015 | PWPI070116-02 |
| City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw | 2016 | PWPI070116-03 |
| Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings | 2016 | PWPI092816-04 |
| California Department of Transportation (CALTRANS) Standard Specifications – http://www.dot.ca.gov/des/oe/construction-contract-standards.html | 2015 | PWPI092816-05 |
| CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html | 2015 | PWPI092816-06 |
| California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - http://www.dot.ca.gov/trafficops/camutcd/ | 2014 | PWPI092816-07 |
| NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml | | |

ATTACHMENTS

ATTACHMENT A

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

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

1. PROJECT DESCRIPTION:

The Project site is located at Pump Station 1 at 3550 East Harbor Dr., National City, CA 91951, (see Appendix E, Location Map Exhibit A). This project is to provide design and construction services to furnish and install a new trailer to replace the existing Sewer Pump Station #01 Trucked Waste (TW) Lab trailer facility ID# 900650 (see Trailer #1, Appendix E, Location Maps, Exhibit B, Project Area). The existing Trailer #1 is 10' x 28' one story high measuring approximately 280 gross square feet. It was installed in 1992 and is currently used for regulatory testing of trucked waste disposal.

Existing trailer #2 facility ID# 009912 is an Electronics trailer (ET) building was originally installed in 1989 and has a covered deck attached to it, (see Trailer #2, Appendix E, Location Maps, Exhibit B, Project Area). Both trailers set on asphalt pavement that is in fair condition with adequate drainage.

The Design Build/Contractor is required to remove and dispose of the two existing old trailers and the deck (described above) and replace them with a new trailer (see Appendix F, Proposed Trailer Layout Plan), large enough to accommodate the Trucked Waste (TW) Lab staff needs within the same area perimeter of the existing trailers and to provide standard stair access to Trailer #3 (see Appendix E, Location Maps, Exhibit B, Project Area). The proposed new lab trailer will be approximately 320 square feet, with 10 feet in width by 32 feet in length and includes the following:

1. ADA-Compliant Bathroom – This will require trench excavation for a sewer service connection that will extend approximately 50 to 100 feet from the new TW trailer to the nearest discharge point.
2. An exterior covered deck approximately (6'x24') will be attached to the new TW trailer and an ADA compliance Ramp will also be required to access the new trailer.
3. All supporting utilities (water, sewer, telephone, network access and electrical services).

2. SCOPE OF WORK:

This project is to provide design and construction services to furnish and install a new trailer (see Appendix F, Proposed Trailer Layout Plan). Provide parts, labor, materials and equipment to design, supply, and install a new trailer (approximately 10' X 32') complete with skirting, one stair platform and covered deck with an ADA compliant Ramp. The platform shall match the height of the trailer exterior doors. The new trailer is to replace the old and deteriorated Laboratory trailer (see Trailer #1, Appendix E, Location Maps, Exhibit B, Project Area), currently

being used for regulatory testing of trucked waste disposal at Pump Station #1. The proposed trailer will set above grade of the exiting asphalt pavement and will include the followings:

Proposed Trailer and Associated Utilities:

1. Trailer exterior walls, ceiling and floor to have standard insulation.
2. ADA-Compliant Bathroom – This will require trench excavation for a sewer service connection that will extend approximately 50 to 100 feet from the new TW trailer to the nearest discharge point, an existing cleanout (see Appendix G, Pump Station 1 As-Builts for existing sewer).
3. A secure access door to the trailer to ensure the safety of the lab staff.
4. Service Ticket Window with vertical sliding glass panels to allow for the exchange of documentation between the lab attendant and the customers. The height of the service window must allow the attendant to use it while seated. A window above the service counter must be present to allow the attendant to maintain easy and comfortable visual view of the hauler's discharge activity while either sitting or standing.
5. An exterior counter will be located next to the service window to allow the customers to complete their paperwork. An exterior time stamp shall be provided for haulers to use in absence of TW Lab attend.
6. 6' wide fume hood with a cup sink - This fume hood will allow adequate counter space to allow all sample processing including pH and conductivity measurements to occur in the hood. The cup sink will allow for the discharge of small volumes of highly odorous wastewater/sludge samples.
7. Plumbed eyewash station - A standard lab equipment mounted countertop height. This nozzle will be located next to the 24" sink.
8. Install Closed Circuit Monitoring System Camera location will be on the top of existing shed (see Appendix E, Location Maps, Exhibit B) in the discharge site and run underground cable system from camera location to PC monitoring station in the new Trailer. Approximately 200 feet of surface trenching is along the east and southeast side of Pump Station's yard (unless it is designed wireless).
9. Outdoor sink and counter – This outdoor stainless-steel sink and counter will allow all screening samples, compliance samples and aliquots to be initially processed, created, and or disposed of in outdoor sink/counter. The outdoor sink will also allow the haulers to wash their hands prior to handling their paperwork. The sink also needs to be connected to the same sewer service of the trailer.
10. Construct a 6' wide exterior covered deck with ADA compliance ramp which will be attached to the TW Trailer.
11. A trailer skirt or side skirt to be included.
12. The existing Trailers #1 and #2 shown on the map will need to be disposed. Work also includes disconnection of all utilities form existing trailers.
13. New stair Access to Trailer #3 (See map), shall be provided.
14. Provide all electricity per current codes and standards, including outside lighting.
15. Provide communication lines in the new trailer for phone and computer/internet access.

Supporting Utilities:

1. Furnish and install electrical power hook-up from existing power distribution panel currently providing electrical power service to existing trailers, and install the minimum required US standard outlets per wall.
2. Furnish and install a complete grounding system for the Trailer.
3. Furnish and Install Sewer and Water System piping to the main tie-ins to water supply and to sewer discharge system that supports the new trailer. All utilities shall be per City of San Diego Sewer and Water Design Guide-line and Standards.
4. Furnish and install telecommunications ducting to the new trailer from the main source, run the cables into the trailer's main panel inside of the trailer, and install telecommunications jacks / outlets. Note: There is already existing telecommunication service in place.
5. All wiring will be undergrounded.
6. Furnish and install smoke and heat detectors.
7. Furnish and install electrical heating and air-conditioning unit with thermostat.
8. Furnish and install electrical water heater.

The Contractor shall conduct pot holing to identify all underground utilities within project's construction area, and shall coordinate all construction work and schedules with the city staff in advance of any construction activities.

This Scope of Work is intended as a guide for the Designer/Builder to understand the overall basic design requirements of the project and is not intended to identify each specific design component related to code and construction items. The Consultant shall provide those details during the design phase of the project ensuring that they are all in compliance with all applicable codes, regulating authorities, and the guidelines for Architects and Engineers.

The Designer/Builder shall understand that construction documents submitted shall go beyond the basic requirements set forth by the current copy of the Uniform Construction Code. Drawings and specifications shall provide detail beyond that required to merely show the nature and character of the work to be performed. The construction documents shall provide sufficient information and detail to illustrate, describe and clearly delineate the design intent of the Designer/Builder and enable all Contractors to follow the project. The Design/Build Contractor shall ensure that all the design items described in this scope of work are addressed and included in the project drawings and specification sections where appropriate.

It shall be the Designer/Builder responsibility to provide all the design elements for this project. Under no circumstance may they delegate the responsibility of the design; or portions thereof, to the Contractor unless specifically allowed in this Scope of Work.

3. TECHNICAL SPECIFICATIONS

3.1 Features

This designer office new Trailer features (10 feet wide by 32 feet long by 8 feet high) buildout interior, as per customer's floorplan, mounted and leveled on concrete blocks

or steel Pedi-stools and secured by tiedowns into the ground. Trailer to have insulated paneled walls, Ceiling and floor, vertical and horizontal sliding windows, single lockable front door, recessed fluorescent lighting and ADA-compliant restroom. The trailer shall be measured (inside floor area) with interior walls, floor and ceiling finished to the approval of the Engineer.

3.2 General Trailer Specifications

Size (s):

- 36 feet long (including hitch)
- 32 feet Box size
- 10 feet wide (nominal)
- 8 feet ceiling height (nominal)

Interior Finish:

- Paneled walls
- Vinyl tile floors
- Pre-finished insulated ceiling

Electric:

- Fluorescent ceiling lights
- 120/240-volt single phase electric
- 100-amp breaker panel

Windows and doors:

- 5-Horizontal sliding windows
- 1-Vertical sliding ticket window
- Steel Door entrance complete with commercial grade lock

Heating and Cooling:

- Thermostatically controlled central with 7-day Programmable heat/cool HVAC unit
- Wall-Mount Air Conditioner
- Supply ducted

Exterior finish/Frame:

- Wood siding for exterior walls and skirting
- I-beam or C-channel frame
- Standard drip rail gutters

Restroom/Plumbing:

- ADA-compliance restroom
- service sink with faucet
- Eyewash Station as defined in above scope of work
- PVC pipe & fittings

Communication:

- Install telecommunications conduit, fiber optic cabling, telephone and data cabling, and duplex jacks / connection points on the walls

3.3 Deck and Ramp Platform Specification:

- 6 feet wide by 21 feet long Metal deck platform
- 36-inch wide metal stairs
- 36-inch wide ADA-compliant metal Ramp
- Metal handrail with 34 ½" Upper rail height. The rail will be installed around the deck perimeter and both sides of ramp and stairs

The Design/Build Contractor shall ensure that the trailer is equipped with proper electrical, ventilation, cooling and heating equipment. The air conditioning and heating system can maintain inside temperature throughout the year. The Design/Builder Contractor shall provide the City drawings for review and approval prior to the installation of the office Trailer and shall consult with the Owner and prepares a design package at 30%, 60%, and 100% for the entire project.

4. BRIDGING DOCUMENTS:

4.1 Bridging documents convey design and construction requirements to Design/Build teams bidding the project. Requirements are conveyed through a summary of work, technical requirements, plans, project constraints, reference materials, and contractual requirements.

4.1.1 Description of Required Services:

1. The Design/Build Contractor shall include all design and engineering expenses necessary to fully complete the project within the proposal. The Design/Build Contractor shall apply and get the approval for Building Permits that include, but are not limited, to the Trailer building and ramp plan designed by a registered civil engineer. Additionally, the Design/Build Contractor shall submit as needed Mechanical, Electrical and Plumbing (MEP) plans for approval as part of Building Permit process prior to the installation.
2. The Design/Build Contractor shall include a proposed layout plan that includes workstation and partitions for each of the designated areas per the scope of services described here.
3. The Design/Build Contractor shall include all transportation, foundation, utility hookups, installation and finishing costs for new Trailer in the proposal.
4. All work shall comply with federal, state and local codes, regulation, laws and ordinances. The Trailer shall meet 2016 California Building Code and all current Electrical, Mechanical and Plumbing Codes.

5. The Trailer shall be ADA-compliant and meet Cal-OSHA Architectural Accessibility Standards.
6. The Trailer shall include a certified and approved stamp by Housing and Community Development (HCD) of the State of California.
7. The new Trailer shall come equipped with lighting in the proximity of the workspace. It may be necessary for the City to drill holes in the modular buildings for wiring and additional lighting to accommodate the employees and their workstations.
8. The Design/Build Contractor shall include network drops in the workstation. The proposal shall include two drops per location in the workstation.
9. The Design/Build Contractor shall include photographs of similar structures from previous projects as references in the proposal.
10. The Design/Build Contractor shall be responsible for the construction and design of all new decks, ramps, foundations and railings for the new Trailer.
11. Seismic bracing conforming to the 2016 California Building Code is required for the new Trailer.
12. Design/Build Contractor shall unconditionally guarantee that work for the new Trailer, foundation and access ramps will be done in accordance with requirements of this RFP and further guarantees that the work of the RFP to be remain free of defects in workmanship and materials for a period of one year from the date of acceptance by the City, unless a longer period of guarantee is specifically called for.

4.2 Construction Phase:

The Final Design for the project is prepared by the Design / Builder or his associated design firm which provides for:

- Verification of Scope.
- Obtaining Building Permits.
- Construction Drawings.

During this phase, the Owner and the Designer review and approve all documents. The Owner and the Design/Build Contractor provide overview of the building permit process. The Owner and the Designer review Submittals and Construction to verify Proper Scope and Quality.

There is also review of progress to verify that the schedule is being met. The Design/Build Contractor shall be available to assist with the management of any changes that the owner makes or that are suggested to you.

The Design/Build contractor who shall be awarded the bid is completely responsible for design and construction of the project so the owner has one-point responsibility for any issues which arise. The Design/Build Contractor cannot increase the cost of the project unless the owner changes the plans.

4.3 The Steps of The Process for Design/Build Contractor When Bridging Construction:

1. Hire your architect/designer.
2. Work with your architect to develop a concept of how the spaces the Owner needs will be arranged.
3. The architect refines these ideas into detailed plans for Owner's approval.
4. Requirements for building systems such as heating and air conditioning are determined with architect's guidance and added to the drawings.
5. Other requirements for finishes, fixtures and equipment are decided upon and specified in the documents the architect prepares.
6. The architect prepares drawings, specifications, construction requirements.
7. The Design/Build firm begins work on the construction drawings that he/she requires for subcontracting the work and for building permits.
8. Any demolition or grading work can usually begin at this point.
9. The architect periodically reviews the Design/Build firm's final drawings as they are prepared to make sure that criteria are incorporated.
10. The Design/Build firm obtains the building permits and begins work.
11. The architect reviews submittals from the Design/Build firm and the ongoing construction to verify the specified levels of quality.

4.4 REFERENCES AND RELATED SPECIFICATIONS

The Design/Build Contractor develops references and specifications per the design criteria for the project in consultation with the Owner and prepares a design package at 30%, 60%, and 100% for the entire project. The trailer furnished shall be in accordance with all applicable State and local codes and applicable IOSHA/OSHA requirements. The design package must include the following items:

1. Programmatic needs, interior space requirements, intended space utilization, and other capacity requirements;
2. Physical characteristics of the site such as a topographic survey;
3. Material quality standards or performance criteria;
4. Special material requirements;
5. Provisions for utilities;
6. Access ramp and ADA compliance related to the project.

LOCATION OF WORK: The location of the Work is as follows:

3550 East Harbor Dr., National City, CA 91951
See Appendix E, Location Maps.

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ATTACHMENT D
PREVAILING WAGES

ATTACHMENT D
PREVAILING WAGES

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

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

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

1.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

1.2. Penalties for Violations. Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

- 1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.

1.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

1.9.1. A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a 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.

1.9.2. 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 for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

1.10. Stop Order. For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

1.11. List of all Subcontractors. The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.

1.12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

1.12.1. Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)

1.12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).

1.12.3. List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 4.20.11 above. (Labor code section 1773.3).

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2015 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
 2. The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Contracts.
 - b) General Provisions (C) for Design-Build Contracts.
-

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

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 54, "Normal Working Hours", 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.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall perform, with your own organization, Contract Work amounting to at least 30% of the base Bid.
2. The self performance percentage requirement will be waived for Prime of Contractors meeting the Class B License requirement this Contract.

- 2-9.1 Permanent Survey Markers.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. You shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. CMFS (or the private owner for Permit Work) shall perform the following:
 - a) Set survey points outside the affected Work area that reference and locate each controlling survey monument that may be disturbed.
 - b) File a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments.

- c) File a Corner Record or Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

ADD:

2-10 AUTHORITY OF THE BOARD AND THE ENGINEER. To the "GREENBOOK", Paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of material, equipment, or work; execution, progress or sequence of work; requests for information (RFI), and interpretation of the Plans, Specifications, or other Contract Documents. This shall be precedent to any payment under the Contract. The Engineer shall be the single point of contact and shall be included in all communications.

2-16 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM. To the "WHITEBOOK", item 1, DELETE in its entirety.

SECTION 3 – CHANGES IN WORK

3-3.2.3 Markup. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. Work paid under Allowance Bid items for permits, governmental fees, or direct payments specified in the Contract Documents shall not be subject to any markups.
- 2. The allowance for overhead and profit shall not exceed the values listed in the table below:

| Component | Overhead | Profit |
|------------------|-----------------|---------------|
| Labor | 10% | 10% |
| Material | 10% | 5% |
| Equipment | 10% | 5% |

- 3. Markups for materials shall be applied to the actual cost of the material before applying the sales tax.
- 4. When a Subcontractor is performing Extra Work, the allowance for overhead and profit shall be applied to the labor, materials, and equipment costs of the Subcontractor as follows:
 - a) Regardless of the number of Subcontractor tasks for Extra Work, you may only apply 10% for the first \$50,000 of the Subcontractor's portion of accumulated total cost.

- b) If the accumulated costs of single or subsequent tasks exceed the \$50,000 threshold, you shall instead only apply 5% to any amounts in excess of the \$50,000.
- c) You shall not apply 10% to any costs after the first \$50,000 of accumulated total costs from performing Extra Work.
- d) Regardless of the number of hierarchical tiers of Subcontractors, you may only markup a Subcontractor's Work once.

3-5.1 Claims. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

ADD:

3-5.1 Claims.

1. A Claim is a written demand by you that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any provision thereof. A voucher, invoice, or other routine request for payment is not a Claim.
2. A Claim shall conform to these specifications and may be considered after the City has previously denied a request by you for a Change Order seeking the demanded relief.
3. You shall submit a Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which you assert you are entitled as a result of the event(s) giving rise to the dispute. Your failure to process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-11, "Right to Audit".
4. You shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
5. The City's Claims process specified herein shall not relieve you of your statutory obligations to present claims prior to any action under the California Government Code.

3-5.1.1 Initiation of Claim.

1. You shall promptly, but no later than 30 Days after the event(s) giving rise to the Claim, deliver the Claim to the Engineer.
2. You shall not process a Claim unless the Engineer has previously denied a request by you for a Change Order that sought the relief to be pursued in the claim.

3-5.1.1.1 Claim Certification Submittal.

1. If your Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Claim an affidavit certifying the following:
 - a) The Claim is made in good faith and covers all costs and delays to which you are entitled as a result of the event(s) giving rise to the Claim.
 - b) The amount claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which you believe you are entitled.
 - c) All supporting costs and pricing data are current, accurate, and complete to the best of your knowledge. The cost breakdown per item of Work shall be supplied.
 - d) You shall ensure that the affidavit is executed by an official who has the authority to legally bind you.

3-5.1.2 Initial Determination.

1. The Engineer will respond in writing to your Claim within 30 Days of receipt of the Claim.

3-5.1.3 Settlement Meeting.

1. If you disagree with the Initial Determination, you shall request a Settlement Meeting within 30 Days. Upon receipt of this request, the Engineer will schedule the Settlement Meeting within 15 Working Days.

3-5.1.4 City's Final Determination.

1. If a settle agreement is not reached, the City shall make a written Final Determination within 10 Working Days after the Settlement Meeting.
2. If you disagree with the City's Final Determination, notify the Engineer in writing of your objection within 15 Working Days after receipt of the written determination and file a "Request for Mediation" in accordance with 3-5.2, "Dispute Resolution Process".
3. Failure to give notice of objection within the 15 Working Days period shall waive your right to pursue the Claim.

3-5.1.5 Mandatory Assistance.

1. If a third party dispute, litigation, or both arises out of or relates in any way to the Services provided under the Contract, upon the City's request, you shall

agree to assist in resolving the dispute or litigation. Your assistance includes, but is not limited to the following:

- a) Providing professional consultations.
- b) Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

3-5.1.5.1 Compensation for Mandatory Assistance.

1. The City will reimburse you for reasonable fees and expenses incurred by you for any required assistance rendered in accordance with 3-5.1.5, "Mandatory Assistance" as Extra Work.
2. The Engineer will determine whether these fees and expenses were necessary due to your conduct or failure to act.
3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of your conduct or your failure to act in part or in whole, you shall reimburse the City for any payments made for these fees and expenses.
4. Reimbursement may be through any legal means necessary, including the City's withholding of your payment.

3-5.2.3 Selection of Mediator. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.
2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA) on the opposing party.
3. If AAA is used, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.
4. If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following:
 - a) A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
 - b) A preference for available dates.
 - c) Appropriate fees.
5. If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.

3-5.3 Forum of Litigation. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. It is the express intention that all legal actions and proceedings related to the Contract or Agreement with the City or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California for the County of San Diego.

ADD:

3-5.4 Pre-judgment Interest.

1. The parties stipulate that if a judgment is entered against a party for breaching this Contract, the pre-judgment interest shall be two percent (2%) per annum.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.6 Preapproved Materials. To the "WHITEBOOK", 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.

4-1.6 Trade Names or Equals. To the "WHITEBOOK", ADD the following:

12. You shall submit your list of proposed substitutions for an "equal" item **no later than 5 Working Days after the determination of the Apparent Low Proposer** and on the City's Product Submittal Form available at:

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

SECTION 5 - UTILITIES

5-1.1 General. To the "WHITEBOOK", ADD the following:

9. **90 Calendar Days** prior to any paving work, you shall notify the utility owner to provide them adequate time to adjust their utility box frame and cover to finish grade.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.1 Construction Schedule. To the "WHITEBOOK", item 5, 9, and 22, DELETE in its entirety and SUBSTITUTE with the following:

5. Monthly progress payments are contingent upon the submittal of an updated Schedule and cash flow forecast as discussed in item 22 of 6-1.1, "Construction Schedule" to the Engineer. The Engineer may refuse to recommend the whole or part of any monthly payment if, in the Engineer's opinion, your failure or

refusal to provide the required Schedule and cash flow forecast information precludes a proper evaluation of your ability to complete the Project within the Contract Time and amount.

9. Inclusive to the Contract Time, include 15 Working Days to the Schedule for the generation of the Punchlist. You shall Work diligently to complete all Punchlist items within 30 Working Days after the Engineer provides the Punchlist.
22. With every pay request, submit the following:
 - a) An updated cash flow forecast showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.
 - b) A curve value percentage comparison between the Contract Price and the updated cash flow forecast for each Project ID included in the Contract Documents. Curve values shall be set on a scale from 0% to 100% in intervals of 5% of the Contract Time. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice** and use the format shown. Your invoice amounts shall be supported by this curve value percentage. For previous periods, use the actual values and percentages and update the curve value percentages accordingly. See “Cash Flow Curve Fitting Example” at the location below:

<https://www.sandiego.gov/publicworks/edocref>

ADD:

6-3.2.1.1 Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption (NOE)** for **Pump Station 1 Trailer Replacement Project, Project No. 30004491**, as referenced in the Contract Appendix. You shall comply with all requirements of the **NOE** as set forth in **Appendix A**.
2. Compliance with the City’s environmental document shall be included in the Contract Price.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 INSURANCE. To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

7-3 INSURANCE.

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

7-3.1

Policies and Procedures.

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

7-3.2

Types of Insurance.

7-3.2.1

Commercial General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.

4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

7-3.2.5 Contractors Builders Risk Property Insurance..

1. You shall provide at your expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance shall 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 shall 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 shall include material or portions of the Work located away from the Site but intended for use at the Site and shall cover material or portions of the Work in transit. The policy or policies shall include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies shall cover the cost of removing debris, including demolition.
3. The policy or policies shall provide that all proceeds thereunder shall be payable to the City as Trustee for the insured, and shall name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. The City, as Trustee, will collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and will apply the proceeds of such insurance to the repair, reconstruction, or replacement of the Work.
4. Any deductible applicable to the insurance shall 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 shall 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 shall 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 shall be entitled to 100% of its loss. You shall 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 shall be responsible for 100% of the loss not insured because of the deductible. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

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

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 shall 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 shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

1. You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.

3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,
 - c) your Work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.
4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products, or
 - c) premises owned, leased, controlled, or used by you.

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

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

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 shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

7-3.5.5 Builders Risk Endorsements.

7-3.5.5.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the

terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

7-3.5.5.2 Builders Risk – Partial Utilization. If the City desires 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 shall immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies shall not be cancelled or lapse on account of any such partial use or occupancy. You shall obtain the endorsement prior to the City's occupation and use.

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

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 shall 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 shall follow the form of the primary policy or policies e.g., all endorsements.

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

1. For Contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), and etc.) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate in full force and effect.
2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of 3 years after completion of the Project or termination of this Contract, whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.

3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - a) Certify this to the City in writing and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

7-4 NOT USED. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-4 WORKERS' COMPENSATION INSURANCE AND EMPLOYERS LIABILITY INSURANCE.

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

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

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

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

7-4.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

7-4.2 Workers' Compensation Insurance for Work In, Over, or Alongside Navigable Waters. In addition to the Workers' Compensation Insurance required under the General Conditions of this contract, the you shall provide additional insurance coverage for claims brought under the Longshore and Harbor Workers' Compensation Act, the Jones Act, general maritime law, and any other federal or state laws, resulting from the your Work in, over, or alongside navigable waters.

ADD:

7-6 THE CONTRACTORS REPRESENTATIVE. To the "GREENBOOK", ADD the following:

1. Both the representative and alternative representative shall be employees of the Contractor and shall not be assigned to a Subcontractor unless otherwise approved by the City in writing.

7-8.6 Water Pollution Control. To the "WHITEBOOK", ADD the following:

11. Based on a preliminary assessment by the City, this Contract is subject to **WPCP**.

7-13.4 Contractor Standards and Pledge of Compliance. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract is subject to City's Municipal Code §22.3004 as amended 10/29/13 by ordinance O-20316.
2. You shall complete a Pledge of Compliance attesting under penalty of perjury that you complied with the requirements of this section.
3. You shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.
4. You shall require in each subcontract that the Subcontractor shall abide by the provisions of the City's Municipal Code §22.3004. A sample provision is as follows:

"Compliance with San Diego Municipal Code §22.3004: The Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3004 ("Contractor Standards"), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference."

ADD:

7-13.8 Equal Pay Ordinance.

1. You shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) in section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.
2. You shall require all of your Subcontractors to certify compliance with the EPO in their written subcontracts.
3. You shall post a notice informing your employees of their rights under the EPO in the workplace or job site.

4. By signing this Contract with the City of San Diego, you acknowledge the EPO requirements and pledge ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

7-20 ELECTRONIC COMMUNICATION. To the "WHITEBOOK", ADD the following:

2. Virtual Project Manager shall be used on this Contract.

7-21.1 General. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. During the construction phase of projects, the minimum waste management reduction goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, block, dirt, metal, glass, and etc.) and 65% of the remaining project waste. You shall provide appropriate documentation, including a Waste Management Form attached as an appendix, and evidence of recycling and reuse of materials to meet the waste reduction goals specified.

SECTION 10 – GREEN BUILDINGS AND STORM WATER MANAGEMENT

ADD:

10-3 STORM WATER MANAGEMENT DISCHARGE CONTROL.

1. You shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management and Discharge Control, Municipal Storm Water Permit (MS4), California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official. You warrant and certify that any and all Plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal Code and Storm Water Standards Manual. You understand that while the City will be reviewing your designs for storm water permit compliance prior to acceptance of Design-Builder's designs, you shall also understand and agree that the City's Storm Water review process and its acceptance of your designs in no way limits the your obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.
2. You shall complete and update the Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate storm water requirements. For all applicable projects, and to the maximum extent practicable, you shall incorporate and include Source Control and Low Impact Development (LID) design features or Site Design BMPs on the construction plans. Additionally, for Priority Development projects, you shall prepare a Storm Water Quality Management Plan (SWQMP) in accordance with the requirements of the Storm

Water Standards Manual. You shall prepare a SWQMP Drainage Management Area Map showing all LID site design, source control and treatment control BMPs, hydromodification management plan facilities, and tabulated calculations. Include sufficient details and cross sections for construction. The Drainage Management Area Map shall be included as part of the construction Plans in addition to the Storm Water Infrastructure cover sheet. A template of the Storm Water Infrastructure cover sheet will be provided by the City.

3. You shall attend the Pre-construction meeting. If applicable, you shall inspect and confirm that the permanent BMP was installed in accordance with the details on the Plans and that the permanent BMP functions meet the requirements of the MS4 Permit. Upon notification by the Engineer, the Design-Builder Engineer of Work shall sign and stamp the Permanent BMP Self Certification on the Plans or the Permanent BMP Self Certification Form (DS-563) prior to final acceptance by the City.
4. For projects requiring soil-disturbance Work such as geotechnical borings, street coring, and potholing as component of the design, you shall complete a Minor Water Pollution Control Plan (DS-570), if applicable.

SECTION 217 – BEDDING AND BACKFILL MATERIALS

217-2.2 Stones, Boulders, and Broken Concrete. To the “GREENBOOK”, Table 217-2.2, DELETE in its entirety and SUBSTITUTE with the following:

TABLE 217-2.2

| Zone | Zone Limits | Maximum Size (greatest dimension) | Backfill Requirements in Addition to 217-2.1 |
|--|--|--|---|
| Street or Surface Zone | From ground surface to 12" (300 mm) below pavement subgrade or ground surface | 2.5" (63 mm) | As required by the Plans or Special Provisions. |
| Street or Surface Zone Backfill of Tunnels beneath Concrete Flatwork | | Sand | Sand equivalent of not less than 30. |
| Trench Zone | From 12" (300 mm) below pavement subgrade or ground surface to 12" (300 mm) above top of pipe or box | 6" (150 mm) | |
| Deep Trench Zone (Trenches 3' (0.9 m) wide or wider) | From 60" (1.5 m) below finished surface to 12" (300 mm) above top of pipe or box | Rocks up to 12" (300 mm) excavated from trench may be placed as backfill | |
| Pipe Zone | From 12" (300 mm) above top of pipe or box to 6" (150 mm) below bottom of pipe or box exterior | 2.5" (63 mm) | Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour). |

| Zone | Zone Limits | Maximum Size (greatest dimension) | Backfill Requirements in Addition to 217-2.1 |
|----------------|---|--------------------------------------|--|
| Overexcavation | Backfill more than 6" (150 mm) below bottom of pipe or box exterior | 6" (150 mm) | Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour). Trench backfill slurry (100-E-100) per 201-1 may also be used. |

SECTION 304 – METAL FABRICATION AND CONSTRUCTION

304-5 **PAYMENT.** To the “WHITEBOOK”, REVISE section “304-5” to “304-6”.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

306-6.5.1 **General.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. For PVC water pipes:
 - a) Bedding material shall:
 - i. Either be sand, crushed aggregate, or native free-draining granular material.
 - ii. 100% of the bedding material shall pass the no. 4 sieve and shall have an expansion when saturated with water of not more than 0.5%.
 - iii. Have a sand equivalent of SE 50. SE 30 or higher may be substituted for SE 50 as bedding material if all of the following requirements are met:
 - The top of the pipe and haunch areas are mechanically compacted by means of tamping, vibrating roller, or other mechanical tamper.
 - Equipment is of size and type approved by the Engineer.
 - 90% relative compaction or better is achieved.
 - b) When jetting, care shall be exercised to avoid floating of the pipe.
2. PVC sewer pipes shall be bedded in 3/8 inch (9.5 mm) or 1/2 inch (12.5 mm) crushed rock in accordance with 200-1.2, “Crushed Rock and Rock Dust”. Crushed rock for PVC sewer pipes may contain recycled Portland Cement Concrete and shall conform to gradation requirements for 3/8 inch or 1/2 inch nominal size as shown in Table 200-1.2.1 (A).

3. Storm drains and all types of non-PVC sewer mains shall be bedded in 3/4 inch (19 mm) crushed rock in accordance with 200-1.2, "Crushed Rock and Rock Dust". Crushed rock for storm drains may contain recycled Portland Cement Concrete and shall conform to gradation requirements for 3/4 inch nominal size as shown in Table 200-1.2.1 (A). Bedding shall be placed to a depth of 4 inches (101.6 mm) below the outside diameter of the pipe or 1 inch (25.4 mm) below the bell of the pipe, whichever is greater.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) SECTION A – GENERAL REQUIREMENTS

- 4.1 **Nondiscrimination in Contracting Ordinance.** To the "WHITEBOOK", subsection 4.1.1, paragraph (2), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

You shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

TO: X 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
PUBLIC UTILITIES DEPARTMENT
9192 TOPAZ WAY
SAN DIEGO, CA 92123

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

PROJECT NO.: N/A

PROJECT TITLE: PUMP STATION 1 TRAILER REPLACEMENT PROJECT

PROJECT LOCATION-SPECIFIC: Pump Station 1 is located at 3550 East Harbor Dr., National City, CA 91951 which is owned and operated by the City of San Diego.

PROJECT LOCATION-CITY/COUNTY: National City/ County of San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT:

The City of San Diego will remove two existing trailers and install one new trailer in their place large enough to accommodate the staff needs at Pump Station 1. The existing trailers were installed in 1991 and are past their useful life. The first trailer (Trailer 1) is 10' x 28' feet and will be demolished and replaced with a new 10' x 32' foot trailer in approximately the same exact location. The second trailer (Trailer 2) will be demolished and the deck will be removed. The brand new trailer will be equipped with a bathroom, ADA compliant ramp and exterior covered deck which will be attached to the trailer, approximately 6' x 32' feet. This will all be within the existing construction footprint of the existing two trailers. HVAC and electrical connections will be included in the new trailer. The installation of the bathroom will require ground excavation for a new sewer service connection and will extend approximately 70 feet from the trailer to the nearest discharge point. The trench for the sewer lateral will be approximately 2-3 feet deep and in previously disturbed soils. The construction of the pump station required excavation 10-20 feet deep on the site in order to install sewer infrastructure, and as a result, the soil within the facility has been previously disturbed so it is not anticipated the new sewer lateral will impact any sensitive historical resources.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego - Public Utilities Department Engineering and Program Management; 9192 Topaz Way, San Diego, CA 92123; Project Manager: Lindsey Frick (858) 292-6459

EXEMPT STATUS: (CHECK ONE)

- MINISTERIAL (SEC. 21080(b)(1); 15268);
- DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
- EMERGENCY PROJECT (SEC. 21080(b)(4))
- CATEGORICAL EXEMPTION: SEC. 15302 (C) REPLACEMENT OR RECONSTRUCTION, SEC 15303 (D) NEW

CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES

- STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: The proposed project is for the purpose of replacement of trailers that are old and deteriorating. The old trailers will be demolished, removed and instead will be replaced with one new trailer located on the same site and will have the same purpose and capacity as the structure replaced. There are to be no impacts to sensitive resources as all construction activities will be within the existing construction footprint within the existing facility. This project meets the criteria for a Categorical

Exemption pursuant to State CEQA Guidelines Section 15302 – Replacement or Reconstruction which allows for replacement or reconstruction of existing structures. This project also meets the criteria under State CEQA Guidelines Section 15303 – New Construction or Conversion of Small Structures which allows for installation of small new equipment and facilities in small structures, specifically water mains, sewerage and other utility extensions including street improvements to serve such construction.

LEAD AGENCY CONTACT PERSON: Keli Balo, Project Officer II, Public Utilities Department, TELEPHONE: (858) 292-6423

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



KELI BALO/PROJECT OFFICER
PUBLIC UTILITIES DEPARTMENT

6-15-2018

DATE

CHECK ONE:

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

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

2.1 All authorities and references shall be current versions and revisions.

2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15

2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

2.6 State of California Water Code, Section 110, 500-6, and 520-23

2.7 Water Department Director

Reference

2.8 State of California Guidance Manual for Cross Connection Programs

2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention

2.10 American Water Works Association Standards for Water Meters

2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

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

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- 3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.
- 3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

- 4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.
- 4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
 - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
 - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
 - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:

- a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

8. **UNAUTHORIZED USE OF WATER FROM A HYDRANT**

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

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

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

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

| | |
|--------|------|
| NS REQ | FAC# |
| DATE | BY |

METER SHOP (619) 527-7449

Meter Information

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

| | | |
|---|--------------------------|------------------------------|
| Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) <u>Zip:</u> | T.B. | G.B. (CITY USE) |
| Specific Use of Water: | | |
| Any Return to Sewer or Storm Drain, if so, explain: | | |
| Estimated Duration of Meter Use: <input type="text"/> | <input type="checkbox"/> | Check Box if Reclaimed Water |

Company Information

| | | | |
|--|--------|----------------------|------------|
| Company Name: | | | |
| Mailing Address: | | | |
| City: | State: | Zip: | Phone: () |
| *Business license# | | *Contractor license# | |
| A Copy of the Contractor's license OR Business License is required at the time of meter issuance. | | | |
| Name and Title of Billing Agent: <small>(PERSON IN ACCOUNTS PAYABLE)</small> | | | Phone: () |
| Site Contact Name and Title: | | | Phone: () |
| Responsible Party Name: | | | Title: |
| Cal ID# | | | Phone: () |
| Signature: | | Date: | |
| <small>Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter</small> | | | |

| | |
|---|-------------------------|
| Fire Hydrant Meter Removal Request | Requested Removal Date: |
| Provide Current Meter Location if Different from Above: | |
| Signature: | Title: Date: |
| Phone: () | Pager: () |

| | | |
|-------------------------------------|--|----------------------------------|
| <input type="checkbox"/> City Meter | <input type="checkbox"/> Private Meter | |
| Contract Acct #: | Deposit Amount: \$ 936.00 | Fees Amount: \$ 62.00 |
| Meter Serial # | Meter Size: 05 | Meter Make and Style: 6-7 |
| Backflow # | Backflow Size: | Backflow Make and Style: |
| Name: | Signature: | Date: |

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

1. If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charges.

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

The authorization for use of Fire Hydrant Meter # _____, located at (*Meter Location Address*) ends in 60 days and will be removed on or after (*Date Authorization Expires*). Extension requests for an additional 90 days must be submitted in writing for consideration 30 days prior to the discontinuation date. If you require an extension, please contact the Water Department, or mail your request for an extension to:

City of San Diego
Water Department
Attention: Meter Services
2797 Caminito Chollas
San Diego, CA 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant Hotline at (619) _____ - _____.

Sincerely,

Water Department

APPENDIX C

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 D

SAMPLE CITY INVOICE WITH SPEND CURVE

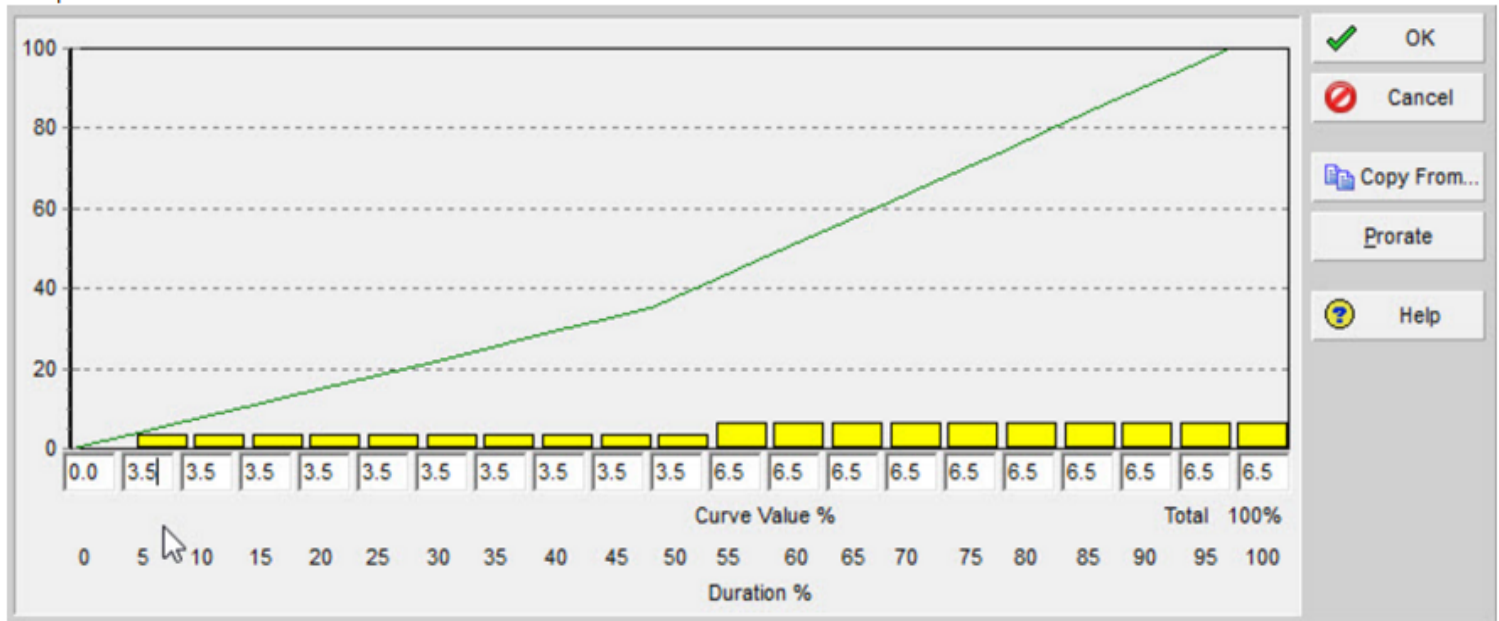
Sample Project Spend Curve

Sample Date Entries Required

Incremental Curve Value
Duration % Increment

| | | | | | | | | | | | | | | | | | | | | |
|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| 0.0% | 3.5% | 3.5% | 3.5% | 3.5% | 3.5% | 3.5% | 3.5% | 3.5% | 3.5% | 3.5% | 6.5% | 6.5% | 6.5% | 6.5% | 6.5% | 6.5% | 6.5% | 6.5% | 6.5% | 6.5% |
| 0% | 5% | 10% | 15% | 20% | 25% | 30% | 35% | 40% | 45% | 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% | 90% | 95% | 100% |

Sample Screenshot from Primavera P6

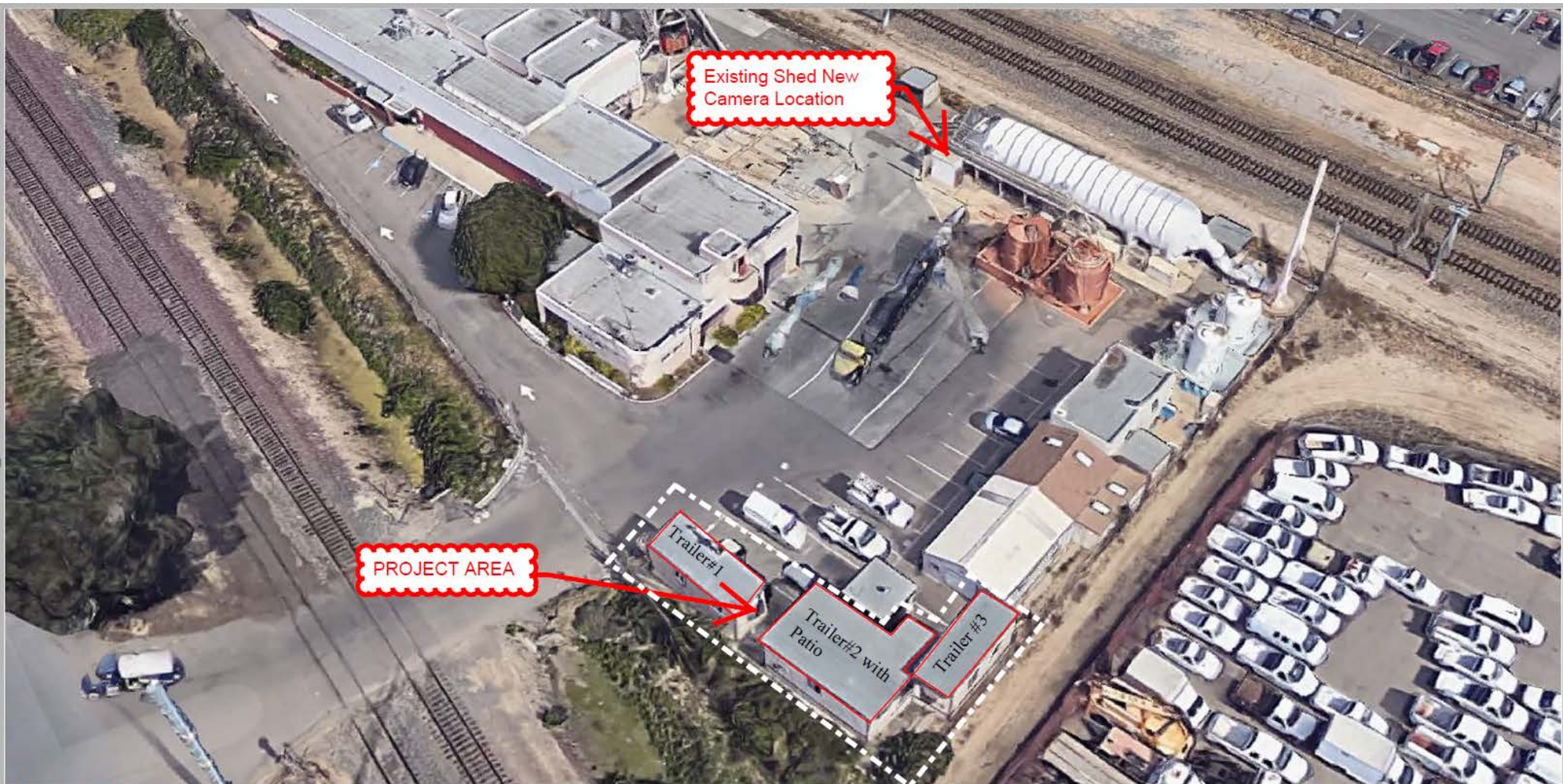


APPENDIX E
LOCATION MAPS



**CITY OF SAN DIEGO PUMP STATION 1
3550 E HARBOR DR. NATIONAL CITY, CA 91951**

**LOCATION MAP
EXHIBIT A**

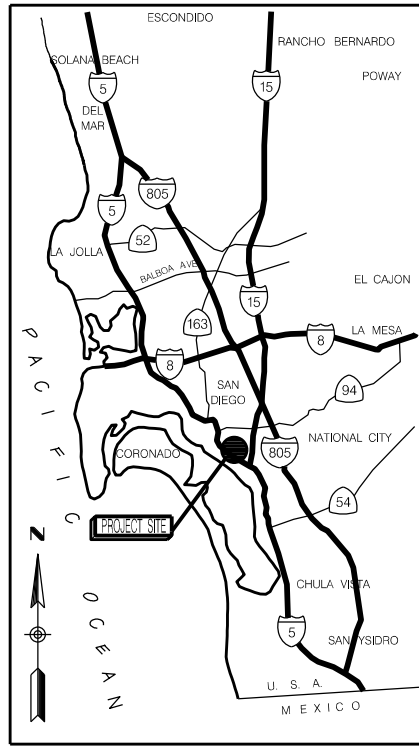


Project Notes:

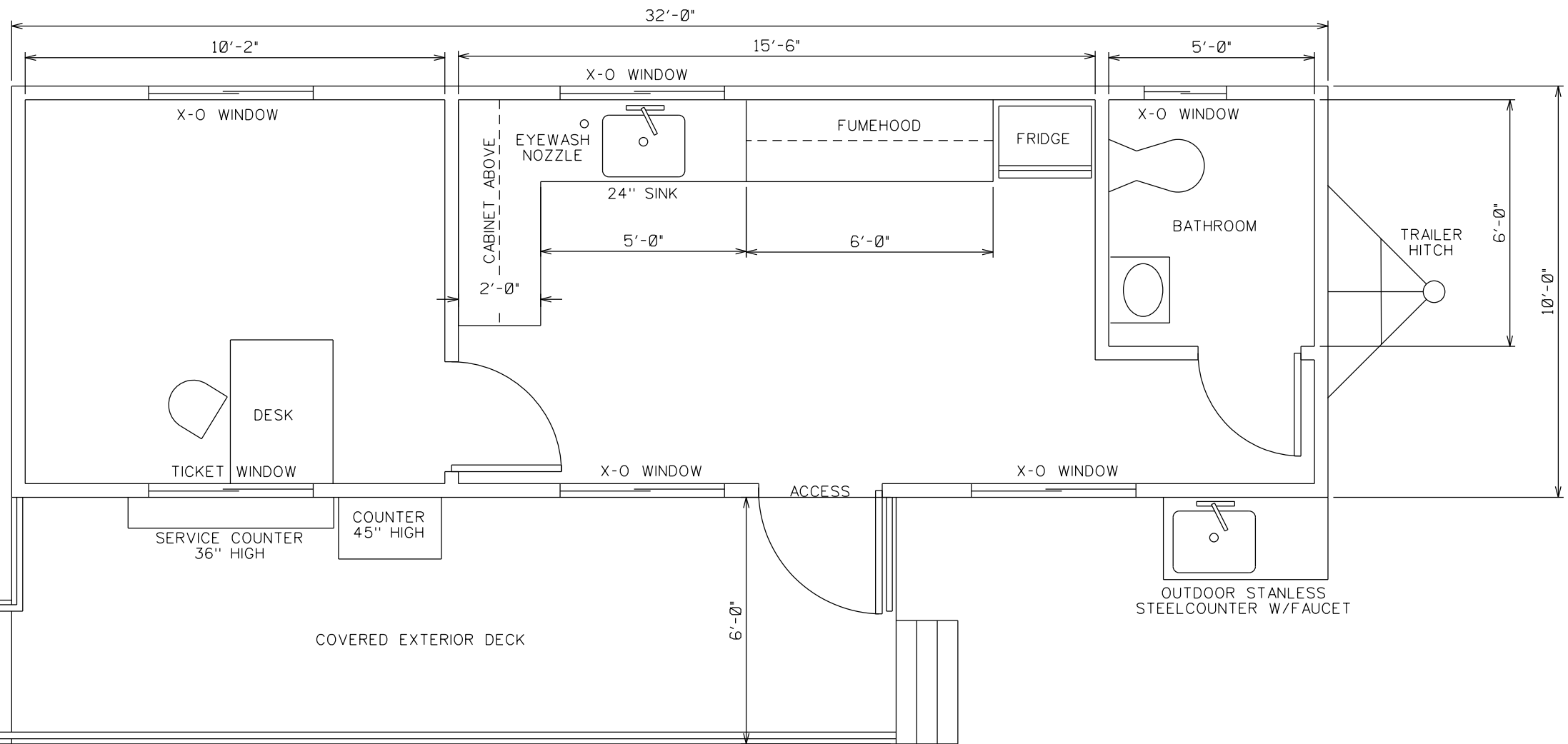
- 1- Trailer #1 Waste Lab: To be demolished and removed.
- 2- Trailer #2 and Patio: To be demolished and removed.
- 3- Trailer #3: To remain in place and to provide access (Stairs)
- 4- Shed: Location of new camera.

**PROJECT AREA
EXHIBIT B**

APPENDIX F
PROPOSED TRAILER LAYOUT PLAN



VICINITY MAP



G-1

PLANS FOR THE CONSTRUCTION OF
PROJECT TITLE
COVER SHEET

| CONSTRUCTION CHANGE / ADDENDUM | | | |
|--------------------------------|------|---------------------------------|--------------|
| CHANGE | DATE | AFFECTED OR ADDED SHEET NUMBERS | APPROVAL NO. |
| | | | |
| | | | |
| | | | |

WARNING
0 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.



CONSULTANT

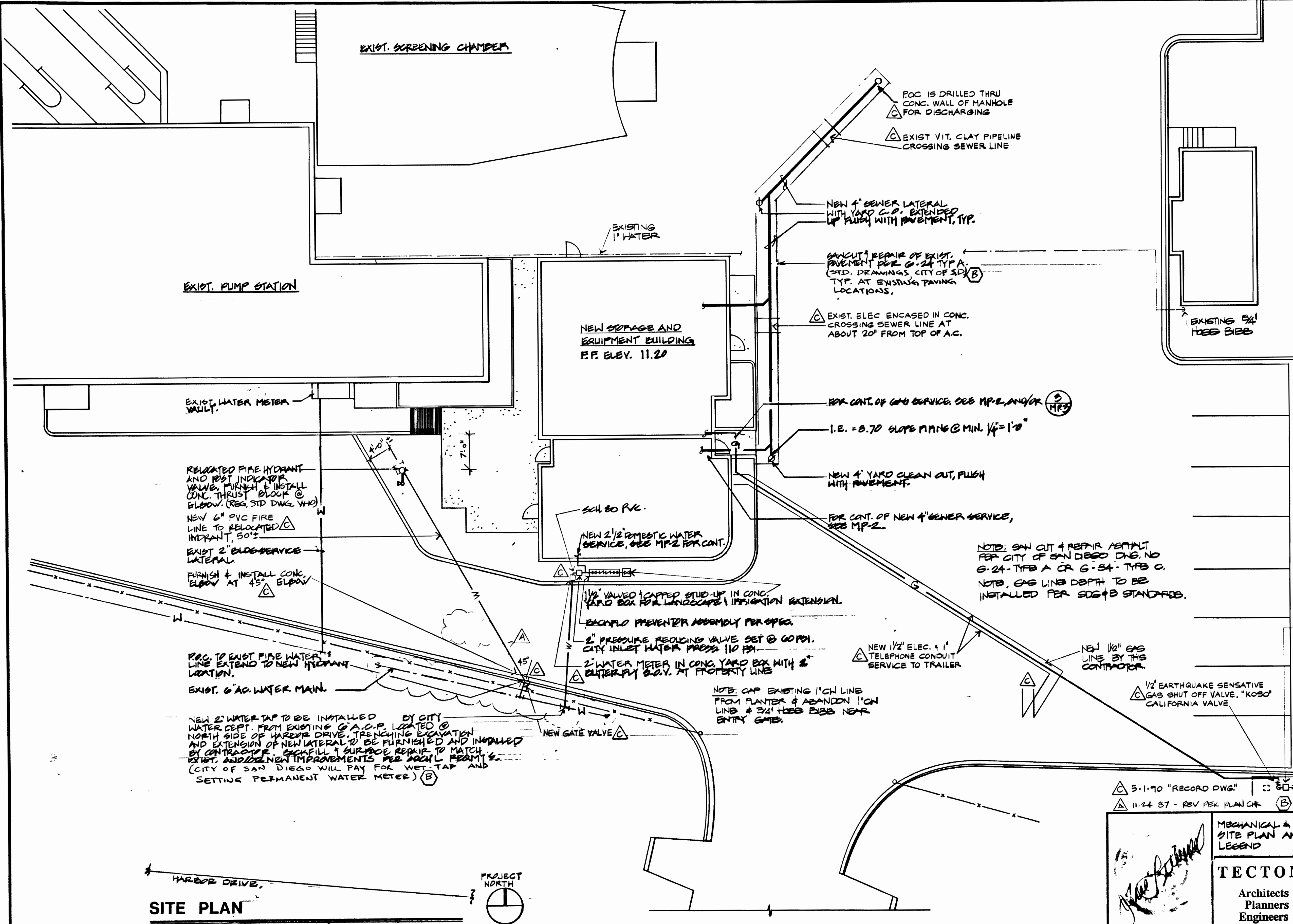
COMPANY NAME
COMPANY ADDRESS
COMPANY PHONE
COMPANY FAX
COMPANY EMAIL

| | | | | | |
|---------------------------|-----------|---|----------------|-----------------|-------------------------------|
| SPEC. NO. | | CITY OF SAN DIEGO, CALIFORNIA PUBLIC UTILITIES DEPARTMENT SHEET ___ OF ___ SHEETS | | WBS 0-0000 | |
| APPROVE FOR CITY ENGINEER | DATE | PRINT DCE NAME | RCE# | PROJECT MANAGER | PROJECT ENGINEER |
| DESCRIPTION | BY | APPROVED | DATE | FILED | |
| ORIGINAL | XX/XX | | | | 000-0000 CCS27 COORDINATE |
| | | | | | 0000-0000 CCS83 COORDINATE |
| CONTRACTOR | INSPECTOR | DATE STARTED | DATE COMPLETED | | XXXXX-XX-D |

BUILDINGS PROJECT TITLE

APPENDIX G

PUMP STATION 1 AS - BUILTS



LEGEND

| SYMBOL | ABBREV. | DESCRIPTION |
|--------|---------|--|
| | | DUCT SIZE (THE NUMBER INDICATES SIZE SHOWN) |
| | | SQUARE TO ROUND DUCT TRANSITION |
| | | SQUARE ELBOW WITH TURNING VANES |
| | | ROUGH ELBOW |
| | VD | MANUAL VOLUME DAMPER |
| | PD | PIPE DAMPER |
| | | RISE/DROP IN DUCTWORK WITH RESPECT TO AIR FLOW |
| | S.A. | SUPPLY DUCT SECTION |
| | R.A. | RETURN DUCT SECTION |
| | E.A. | EXHAUST DUCT SECTION |
| | EA/RA | EXHAUST AIR INLET / CEILING RETURN |
| | CD | CEILING DIFFUSER |
| | S.A. | SUPPLY AIR, POINTING IN DIRECTION OF BROOD |
| | EA/RA | EXHAUST AIR / RETURN AIR THERMOSTAT |
| | | FLEX DUCT |
| | UP/DN | PIPE UP / PIPE DOWN |
| | | BALL VALVE |
| | CAV | CHECK VALVE |
| | FCO | FLOOR CLEANOUT |
| | HB | HOSE BIBB |
| | CW | COLD WATER |
| | HW | DOMESTIC HOT WATER |
| | S/W | SOIL OR WASTE PIPE |
| | V | VENT |
| | VTR | VENT THRU ROOF |
| | UN | UNION |
| | P.O.C. | POINT OF CONNECTION TO EXIST. UTILITY ACCESS PANEL |
| | | REMOVE EXIST. PIPING. |
| | CA | COMPRESSED AIR ON/OFF MAIN SWITCH. GAS PIPING |

RELOCATED FIRE HYDRANT AND 1ST INDICATOR VALVE, FURNISH & INSTALL CONC. THRUST BLOCK @ ELBOW. (REG. STD DWG. V40)

NEW 6" PVC FIRE LINE TO RELOCATED HYDRANT, 50'±

EXIST. 2" BLDG SERVICE LATERAL

FURNISH & INSTALL CONC. ELBOW AT 45°

P.O.C. TO EXIST. FIRE WATER LINE EXTEND TO NEW HYDRANT LOCATION.

EXIST. 6" A.C. WATER MAIN

NEW 2" WATER TAP TO BE INSTALLED BY CITY WATER DEPT. FROM EXISTING 6" A.C.P. LOCATED @ NORTH SIDE OF HARBOR DRIVE. TRENCHING, EXCAVATION AND EXTENSION OF NEW LATERAL TO BE FURNISHED AND INSTALLED BY CONTRACTOR. CONTRACTOR SHALL FURNISH & MATCH EXIST. AND MAKE NECESSARY IMPROVEMENTS PER LOCAL PERMITS. (CITY OF SAN DIEGO WILL PAY FOR WATER TAP AND SETTING PERMANENT WATER METER) (B)

NEW GATE VALVE

NEW 1/2" ELEC. 1" TELEPHONE CONDUIT SERVICE TO TRAILER

NEW 1/2" GAS LINE BY THIS CONTRACTOR

1/2" EARTHQUAKE SENSITIVE GAS SHUT OFF VALVE, "KOSO" CALIFORNIA VALVE

NEW GAS METER PER SDC 4 B

EXISTING GAS LINE

NOTE: SAW CUT & REPAIR ASPHALT PER CITY OF SAN DIEGO DWG. NO. G-24-TYFB A OR G-24-TYFB C. NOTE: GAS LINE DEPTH TO BE INSTALLED PER SDC 4 B STANDARDS.

5-1-90 "RECORD DWG"

11-24-87 - REV PER PLAN GR (B) 5-26-88 - REV.

6/14/97 35030

HARBOR DRIVE

PROJECT NORTH

SITE PLAN

SCALE: 1" = 10'-0"

| | | | |
|---|--|---|--|
| TECTONICS Architects Planners Engineers | MECHANICAL & PLUMBING SITE PLAN AND LEGEND | STORAGE AND EQUIPMENT BUILDING METRO PUMP STATION NO. 1 3550 HARBOR DRIVE, SAN DIEGO, CALIFORNIA | MP-1 |
| | CITY OF SAN DIEGO, CALIFORNIA ENGINEERING DEPARTMENT SHEET 16 OF 21 SHEETS | W.D. NO. 170031 | CONTRACTOR: TECTONICS INSPECTOR: G. GALT DATE STARTED: 5-28-87 DATE COMPLETED: 9-3-87 |

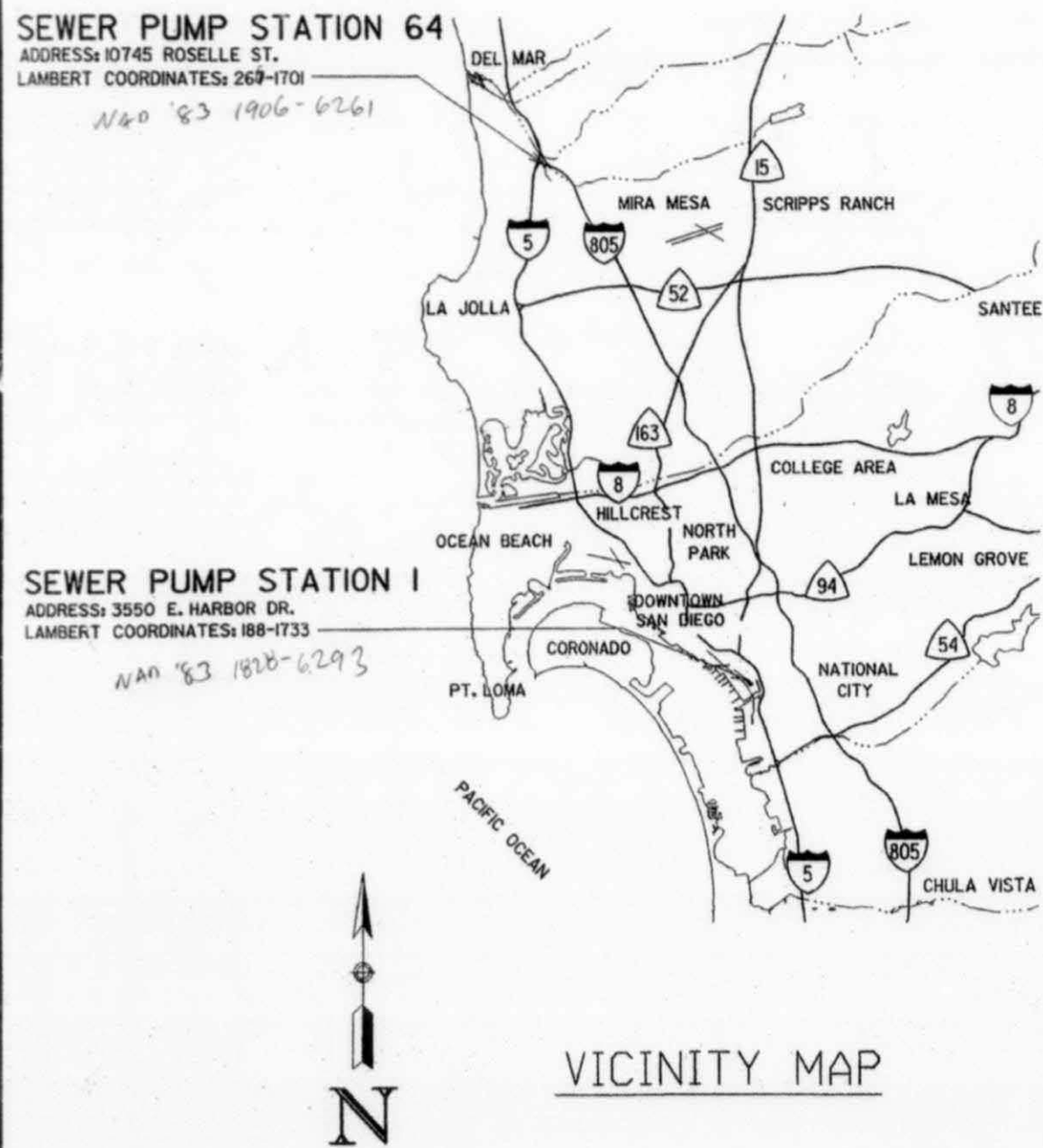
2171 India Street, Suite P
 San Diego, CA 92101-1756
 619/239-2151

CONTRACT DRAWINGS FOR

METROPOLITAN WASTEWATER DEPARTMENT

City of San Diego

CONSTRUCTION OF TRUCKED LIQUID WASTE CONTAINMENT DRAINS AT SEWER PUMP STATION 1 AND UNDERGROUND UTILITY VAULT AT SEWER PUMP STATION 64



LIST OF DRAWINGS

| SHEET NO. | TITLE |
|-----------|---|
| 1. | COVER SHEET & VICINITY MAP |
| 2. | SPS 1- SITE PLAN, DEMO PLAN, UNDERGROUND PIPING & SURFACE IMPROVEMENTS PLAN |
| 3. | SPS 1- SECTIONS & DETAILS |
| 4. | SPS 64 - SITE PLAN, DEMO PLAN, CONSTRUCTION PLAN, SECTIONS & DETAILS |

| DRAWING NO. SHEET NO. 1 CIP NOS. 41-930.5, 41-935.3 SPECIFICATION NO. | CONSTRUCTION OF TRUCKED LIQUID WASTE CONTAINMENT DRAINS AT SEWER PUMP STATION 1 AND UNDERGROUND UTILITY VAULT AT SEWER PUMP STATION 64 COVER SHEET & VICINITY MAP CITY OF SAN DIEGO, CALIFORNIA SHEET 1 OF 4 SHEETS 179571 179651 WORK ORDER NOS. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|----------------|----------|-------------|-------|-----|-----|----|----|-------|--|-----|------|------|----------|-------------|-------|-----|-----|----|----|-------|--|--|--|--|--|--|--|--|--|--|--|
| FOR THE CITY OF SAN DIEGO METROPOLITAN WASTEWATER DEPARTMENT <div style="text-align: right;"> <i>[Signature]</i> 10/23/03 GENERAL DIRECTOR DATE </div> | PROJECT MANAGER: <i>[Signature]</i> 10-22-03 DATE DESIGNER: <i>[Signature]</i> CHECKER: <i>[Signature]</i> CONTROL CERTIFICATION: VARIOUS LAMBERT COORDINATES: 32791-I-D CONTRACTOR: <i>[Signature]</i> DATE STARTED: 8/1/03 INSPECTOR: <i>[Signature]</i> DATE COMPLETED: 7/15/04 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="10">DRAWING STATUS</th> </tr> <tr> <th>NO.</th> <th>DATE</th> <th>REQ.</th> <th>REVISION</th> <th>DESCRIPTION</th> <th>DRAWN</th> <th>CKD</th> <th>APD</th> <th>PE</th> <th>EM</th> <th>DA/00</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | | DRAWING STATUS | | | | | | | | | | NO. | DATE | REQ. | REVISION | DESCRIPTION | DRAWN | CKD | APD | PE | EM | DA/00 | | | | | | | | | | | |
| DRAWING STATUS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO. | DATE | REQ. | REVISION | DESCRIPTION | DRAWN | CKD | APD | PE | EM | DA/00 | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

WARNING

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

SCALE

HORIZONTAL

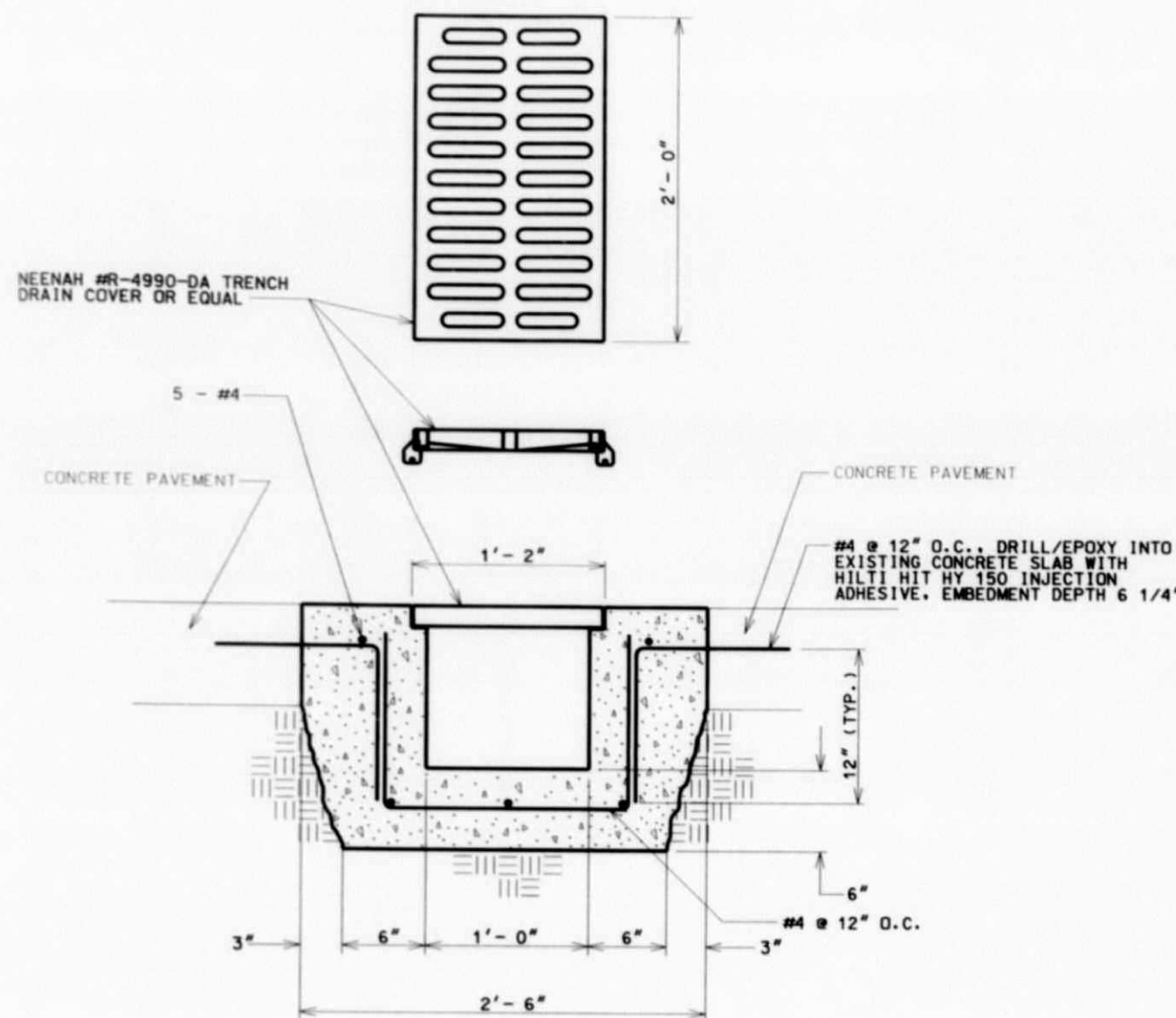
VERTICAL

METROPOLITAN WASTEWATER DEPARTMENT

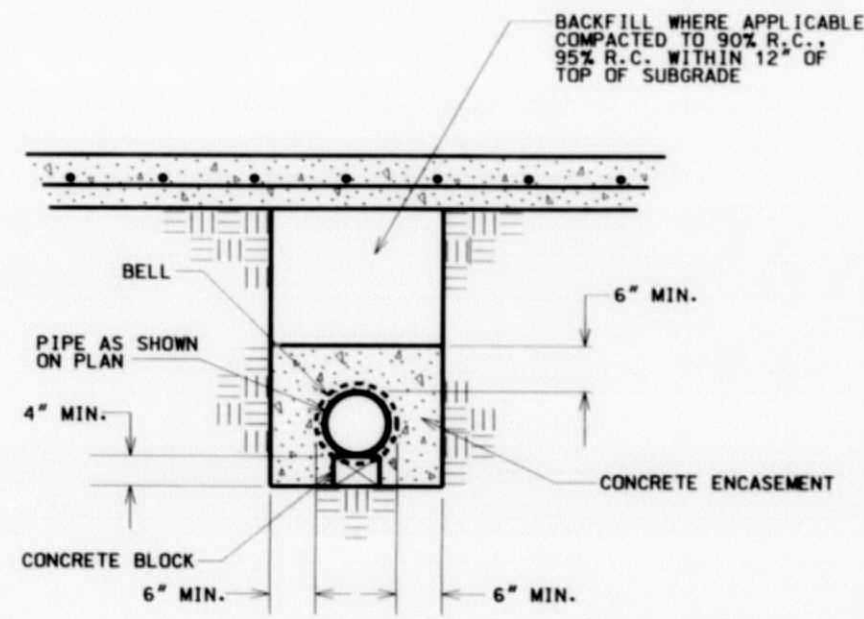
City of San Diego

Furnish and Install New Laboratory Trailer at Pump Station Appendix G - Pump Station 1 As - Builts

AS-BUILT

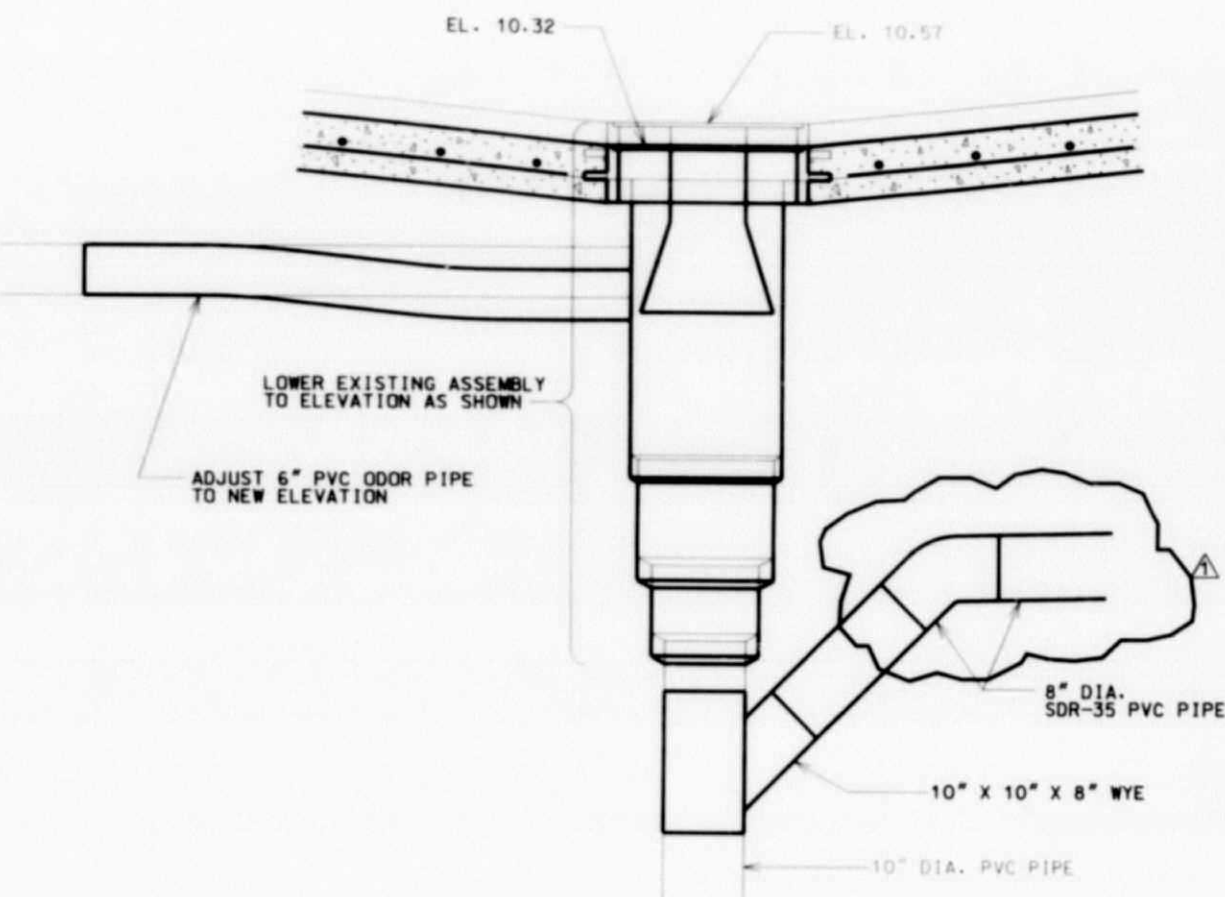


SECTION A-2
SCALE: 1 1/2" = 1'-0"

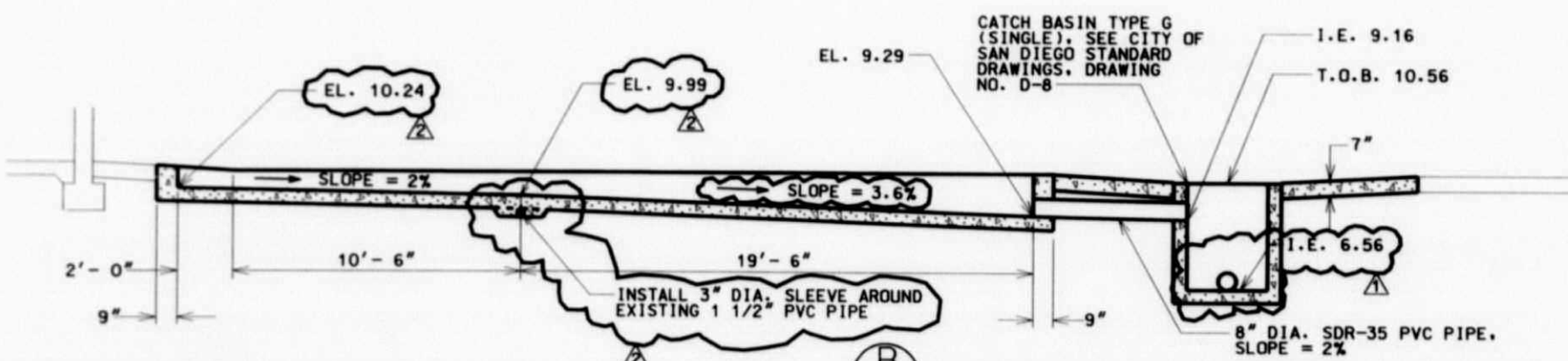


SECTION E-2
SCALE: 3/4" = 1'-0"

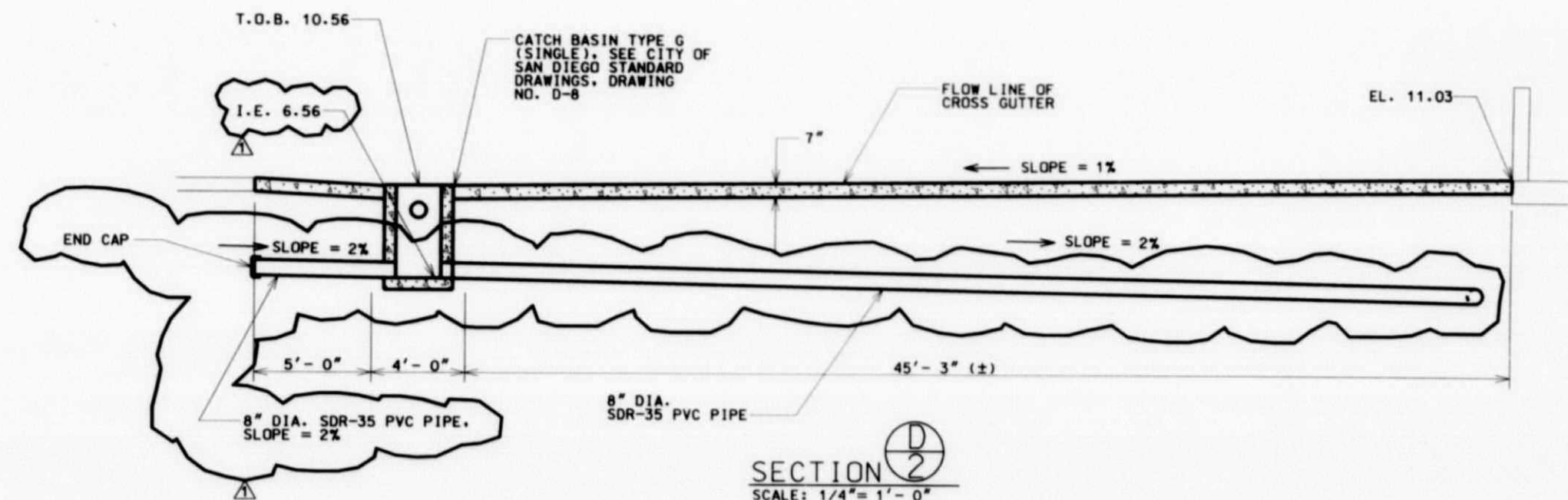
- NOTES:
1. IF DEPTH OF COVER FROM TOP OF PIPE TO FINISH GRADE IS GREATER THAN 3'-0", CONCRETE ENCASEMENT IS NOT REQUIRED.
 2. IN AREAS WHERE CONCRETE ENCASEMENT IS NOT REQUIRED, SEE DRAWING NOS. S-4 AND SDS 100 IN THE CITY OF SAN DIEGO STANDARD DRAWINGS.



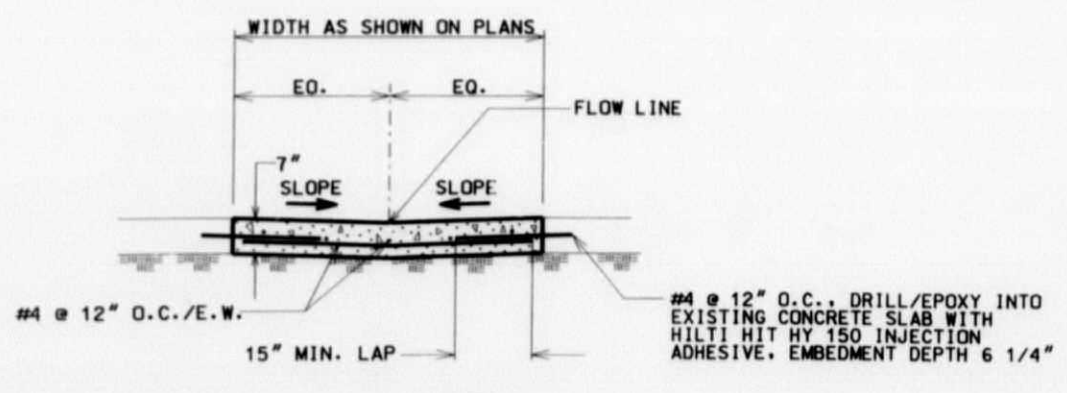
DETAIL 1-2
SCALE: 3/4" = 1'-0"



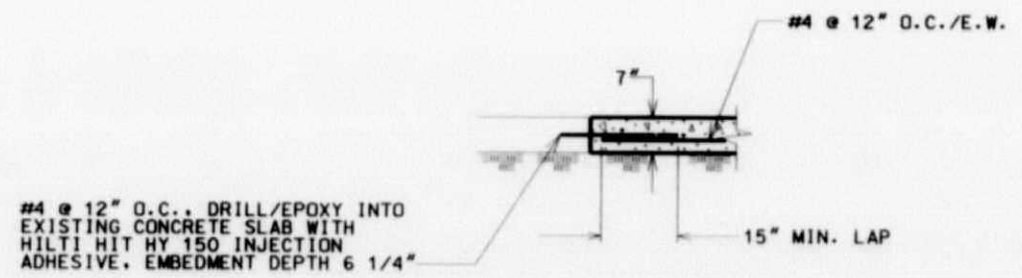
SECTION B-2
SCALE: 1/4" = 1'-0"



SECTION D-2
SCALE: 1/4" = 1'-0"



SECTION C-2
SCALE: 1/2" = 1'-0"



SECTION F-2
SCALE: 1/2" = 1'-0"

- NOTES:
1. CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3250 PSI AFTER 28 DAYS.
 2. REINFORCING STEEL SHALL BE GRADE 60.

| | |
|-----------------------|--|
| DRAWING NO. | CONSTRUCTION OF TRUCKED LIQUID WASTE CONTAINMENT DRAINS AT SEWER PUMP STATION I AND UNDERGROUND UTILITY VAULT AT SEWER PUMP STATION 64 |
| SHEET NO. | 3 |
| CIP NOS. | 41-930.5 41-935.3 |
| SPECIFICATION NO. | CITY OF SAN DIEGO, CALIFORNIA SHEET 3 OF 4 SHEETS |
| PROJECT MANAGER | 10-23-03 |
| DATE | 10/2003 |
| DESCRIPTION | AS-BUILT |
| BY | RB |
| APPROVED | [Signature] |
| DATE | 11/1/04 |
| FILED | |
| DESIGN ENGINEER | [Signature] |
| CONTROL CERTIFICATION | VARIOUS |
| LAMBERT COORDINATES | 32791-3-D |
| CONTRACTOR | FALCON |
| DATE STARTED | 3/27/04 |
| INSPECTOR | R. SNOW |
| DATE COMPLETED | 2/18/04 |



WARNING
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

SCALE
HORIZONTAL
VERTICAL

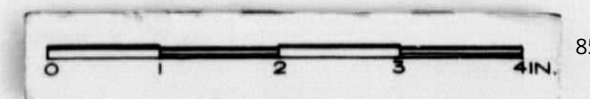
METROPOLITAN WASTEWATER DEPARTMENT
City of San Diego



| DRAWING STATUS | | | | | | | | | |
|----------------|--------|------|--|-------|-----|-----|----|----|-------|
| NO. | DATE | REQ. | REVISION DESCRIPTION | DRAWN | CKD | APD | PE | EM | QA/QC |
| 1 | 5/6/04 | | LOWER ELEVATION OF 8" DIA. PIPE | | | | | | |
| 2 | 6/8/04 | | RAISE INVERT OF TRENCH DRAIN TO ACCOMMODATE PIPE | | | | | | |

| | |
|----------------|---------|
| CONTRACTOR | FALCON |
| DATE STARTED | 3/27/04 |
| INSPECTOR | R. SNOW |
| DATE COMPLETED | 2/18/04 |

AS-BUILT



ATTACHMENT F
INTENTIONALLY LEFT BLANK

ATTACHMENT G
EVALUATION AND SELECTION CRITERIA

EVALUATION AND SELECTION CRITERIA

Proposals will be ranked according to the criteria described below:

1. Proposer Exceptions to this RFP – Pass / Fail

- 1.1. If the Proposer takes exception to any portion of the contract terms, 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 Proposals. Exceptions taken after the submission period for this RFP may be cause for rejection of the Proposal as being **non-responsive**.

2. Summary of Proposal (5 Points Max)

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

3. Project Team (5 Points Max)

- 3.1. 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:

- 3.1.1. Civil
- 3.1.2. Architectural
- 3.1.3. Structural
- 3.1.4. Mechanical
- 3.1.5. Plumbing
- 3.1.6. Electrical
- 3.1.7. Fire Protection
- 3.1.8. Security

4. Technical Approach and Design Concept (30 Points Max)

- 4.1. 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.

The following elements shall be included in this Technical Proposal:

- 4.1.1. The City will select a Proposer that will offer the best value for the design and construction of the Pump Station 1 Laboratory Water Trailer per the scope shown in Attachment 'A' and the requirements of this contract. The Work and Services required of the Proposer include those during design, construction, and startup of the Project. The Proposer shall provide all management, supervision, labor, services, temporary services, equipment, tools, supplies, and any other item of every kind and description required for the complete design and construction, of the Project, as described in Attachment 'A'.
- 4.1.2. The Project Manager will assemble a team which will evaluate the proposals and utilize the point system described below to rank the Proposer. The Proposers will be notified in writing of the City's final decision. Selection of the Proposer will be based on the following criteria:
- 4.1.3. **Project Implementation (10 Points):** Include a statement of work that describes the work to be accomplished and any deliverables; each task description should be written to facilitate evaluation and acceptance without the need for major rewrites prior to incorporation into the resulting contract.
- 4.1.4. **Supporting Utilities and Coordination with City Staff (10 points):** Describe and layout a plan for a successful installation of supporting utilities and your coordination with City Operations and Maintenance.
- 4.1.5. **Milestone/Schedule (5 points):** Develop a program milestone chart which includes a detailed list of tasks and subtasks, and the duration of each. Outline the proposed design schedule, including sequencing of each major design component and proposed durations.
- 4.1.6. **Value of equipment (5 points):** Maximize the total useable working area of the trailer and utilities within the available space and budget.

5. Construction Plan (30 Points Max)

- 5.1. Describe the proposed construction plan for this Project, including the following, at a minimum:
 - 5.1.1. Construction approach and methods
 - 5.1.2. Plan for operation of facility during construction
 - 5.1.3. Plan for phasing of construction activities
 - 5.1.4. General plan for functional testing and start-up.
 - 5.1.5. Proposed safety program
 - 5.1.6. Proposed emergency response plan

5.1.7. Proposed construction schedule

5.1.8. Traffic Control Management

6. Equal Opportunity Contracting Program (25 Points Max)

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

6.2. Subcontractor Documentation

6.2.1. 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 or DVBE | 5 |
| 2 | 10%-14% participation SLBE, ELBE or DVBE | 10 |
| 3 | 15%-19% participation SLBE, ELBE or DVBE | 15 |
| 4 | 20%-24% participation SLBE, ELBE or DVBE | 20 |
| 5 | 25% participation SLBE, ELBE or DVBE | 25 |
| In no case the points shall exceed 25. | | |

7. Reference Checks (5 Points Max)

7.1. **3 references will be required.**

TOTAL POINTS: 100

8. Review of Technical Proposal

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

9. Final Selection Based on the Lowest Price for an Acceptable Design

- 9.1. The City will select a Design-Builder who offers the lowest price for an acceptable design and construction plan of the Project per the scope described in Attachment A and in accordance with the requirements of this solicitation. The Panel will use the point system described herein to evaluate the acceptability of the Proposals. Only Proposals scored at 80 points or higher will be deemed acceptable. The selected Design-Builder will then be chosen based on the lowest price.

- 9.2. The Design-Builder must demonstrate that the complete design and construction can be accomplished for the Contract Price.

ATTACHMENT H
PRICE PROPOSAL FORMS

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **Furnish and Install New Laboratory Trailer at Pump Station 1**, 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. The duration of the price guarantee may be extended as required by mutual consent.

| Item No. | NAICS CODE | Description | Quantity | D* | Unit | Unit Price | Extension |
|--|------------|--|----------|----|------|---------------------------------|------------------|
| BASE PROPOSAL | | | | | | | |
| 1 | 524126 | Bonds (Payment and Performance) | 1 | | LS | \$ 7,500 | \$ 7,500 |
| 2 | 541330 | Engineering and Design Services, Admin. Etc. | 1 | D | LS | \$45,500 | \$45,500 |
| 3 | 238910 | Construction | 1 | | LS | \$213,965 | \$213,965 |
| 4 | 237110 | City Contingency (EOC Type II) | 1 | | AL | | \$18,000.00 |
| 5 | 541330 | WPCP Development | 1 | D | LS | \$ 1,500 | \$ 1,500 |
| 6 | 237990 | WPCP Implementation | 1 | | LS | \$ 2,500 | \$ 2,500 |
| 7 | 238910 | Building Permit & Implementation | 1 | | LS | \$ 5,500 | \$ 5,500 |
| TOTAL DESIGN-BUILD BASE PROPOSAL (ITEMS NO 1 THROUGH 7 INCLUSIVE): \$ | | | | | | | \$294,465 |


* Design Element (For City Use)

Total Price For Design-Build Proposal, (items 1 through 7, inclusive) amount written in words:

TWO HUNDRED NINETY FOUR THOUSAND FOUR HUNDRED SIXTY FIVE DOLLARS AND ZERO CENTS

Design-Builder: MARTIN RESNIK

Title: OWNER

Signature: 

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

MARTIN RESNIK

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 Attachment G of the RFP will be determined by the Base Proposal or Base Proposal plus all Alternates.
- B. After the selected Design-Builder has been determined, the City may, at its sole discretion, award the contract for the Base Proposal alone or for the Base Proposal plus one or more alternates.
- C. Proposals shall not contain any recapitulation of the Work. Conditional Proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- D. Subcontractors' License Numbers must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.
- 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 conflict between the Product of the Quantity x Unit Price and the written Extension, the Product shall govern.
- H. In the case of conflict, between the sum of the Extensions and the Bid Total, the sum of the Extensions shall govern.

MARTIN RESNIK CONSTRUCTION CO. is SLBE/ ELBE CERTIFIED

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

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the Public Contract Code (PCC), The Design-Builder is to list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder is to list below the portion of the work which will be done by each Subcontractor. The Design-Builder is to list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor is to be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder is to 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.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | DIR Registration Number | SUBCONTRACTOR LICENSE NUMBER | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^① | WHERE CERTIFIED ^② | CHECK IF JOINT VENTURE PARTNERSHIP |
|--|-------------------------|-------------------------|------------------------------|--------------|-----------------------------|--|------------------------------|------------------------------------|
| Name: <u>SKS Engineering, Inc</u> Address: <u>15008 Espola Rd</u> City: <u>Poway</u> State: <u>CA</u> Zip: <u>92064</u> Phone: <u>858-395-6815</u> Email: <u>ruth@sksengineering.com</u> | Designer | 1000056012 | | Engineer | 10,000 | ELBE/SDB DBE/MBE | San Diego | |
| Name: <u>Amec Foster Wheeler / Wood PLC</u> Address: <u>9177 Skypark Ct</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>858-514-6494</u> Email: <u>liz.collins@woodplc.com</u> | Constructor | 1000012400 | | Testing | 3,250 | NONE | | |

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.

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

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the Public Contract Code (PCC), The Design-Builder is to list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder is to list below the portion of the work which will be done by each Subcontractor. The Design-Builder is to list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor is to be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder is to 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.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | DIR Registration Number | SUBCONTRACTOR LICENSE NUMBER | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^① | WHERE CERTIFIED ^② | CHECK IF JOINT VENTURE PARTNERSHIP |
|--|-------------------------|-------------------------|------------------------------|---------------|-----------------------------|--|------------------------------|------------------------------------|
| Name: <u>Penhall Company</u> Address: <u>5775 Eastgate Dr</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92121</u> Phone: <u>760-940-9400</u> Email: _____ | Constructor | 1000000860 | 568673 | concrete demo | 10,000 | NONE | | |
| Name: <u>Williams Scotsman, Inc</u> Address: <u>6753 Caminito Maquiladora (branch 16710)</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92154</u> Phone: <u>619-710-8468</u> Email: <u>lorena.quintera@willscot.com</u> | Constructor | 1000012400 | 606382 | Trailer | 100,000 | NONE | | |

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.

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

For credit calculations for City-funded contracts, see Chapter 10 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.

| ADDITIVE/ DEDUCTIVE ALTERNATE | NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | MATERIALS OR SUPPLIES | DIR Registration Number | SUBCONTRACTOR LICENSE NUMBER | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^① | WHERE CERTIFIED ^② | CHECK IF JOINT VENTURE PARTNER SHIP |
|-------------------------------------|--|--------------------------|-------------------------------|---------------------------------|-----------------|-----------------------------------|--|------------------------------------|---|
| | Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____ | <i>NONE</i> | | | | | | | |
| | 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.

ATTACHMENT I
CERTIFICATIONS AND FORMS

CERTIFICATIONS AND FORMS

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

DESIGN-BUILD PROPOSAL

The undersigned The 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 **Furnish and Install New Laboratory Trailer at Pump Station 1** Design-Build Contract.

1. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.


2. 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.

3. 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 The 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: 10/15/2018

The Design-Builder: MARTIN RESNIK

By: 
(Signature)

Title: OWNER

PROPOSAL

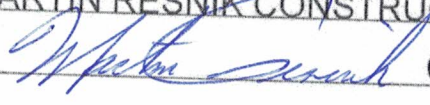
DESIGN-BUILDER'S GENERAL INFORMATION

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 MARTIN RESNIK CONSTRUCTION CO.
- (2) Signature (Given and surname) of proprietor  (Martin Resnik)
- (3) Place of Business (Street & Number) 2424 DENOVA DR.
- (4) City and State ALPINE, CA Zip Code 90901
- (5) Telephone No. 619-507-4395 Facsimile No. _____
- (6) Email Address RESNIK97@GMAIL.COM

IF A PARTNERSHIP, SIGN HERE: NA

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

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

Full Name and Character of partner

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

IF A CORPORATION, SIGN HERE: N/A

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

(Signature)

(Printed Name)

(Title of Officer)

(Impress Corporate Seal Here)
- (3) Incorporated under the laws of the State of _____
- (4) Place of Business (Street & Number) _____
- (5) City and State _____ Zip Code _____

(6) Telephone No. (619) 507-4395 Facsimile No. _____

(7) Email Address RESNIK97@GMAIL.COM

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 B General Contractor

LICENSE NO. 260284 EXPIRES 04/30/2020

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: _____
1000015366

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): 95-2639072

E-Mail Address: RESNIK97@GMAIL.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 *Walter Smith* Title *Owner*

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

Notary Public in and for the County of _____, State of _____

(NOTARIAL SEAL)

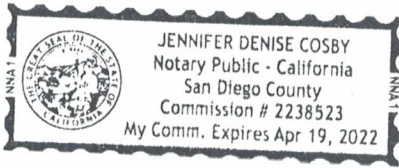
Please see Attached Jurat.

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 San Diego

Subscribed and sworn to (or affirmed) before me on this 15
day of October, 2018 by Martin Kesnik

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



(Seal)

Signature Jennifer Denise Cosby

PERFORMANCE BOND AND LABOR AND MATERIAL MEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Martin Resnik Construction Co. _____, a corporation, as principal, and
United States Fire 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 **TWO HUNDRED
NINETY FOUR THOUSAND FOUR HUNDRED SIXTY FIVE DOLLARS AND ZERO CENTS (\$294,465.00)**
for the faithful performance of the annexed contract, and in the sum of **TWO HUNDRED NINETY
FOUR THOUSAND FOUR HUNDRED SIXTY FIVE DOLLARS AND ZERO CENTS (\$294,465.00)** for the
benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Furnish and Install New
Laboratory Trailer at Pump Station 1**, RFP No. **K-19-1777-DB1-2**, San Diego, California then the
obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full
force.

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

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

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

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 26, 2018

Approved as to Form

Martin Resnik Construction Co.
Principal

By *Martin Resnik*

MARTIN RESNIK
Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By *C. Leone*
Deputy City Attorney

United States Fire Insurance Company
Surety

By *Cyra B. Peterson*
Cyra B. Peterson, Attorney-in-fact

Approved:

By *Brittany Friedenreich*
Brittany Friedenreich
Contract Specialist
Public Works Contracts

500 Colonial Center Pkwy., Ste. 250
Local Address of Surety

Roswell, GA 30076
Local Address (City, State) of Surety

770 810-2581
Local Telephone No. of Surety

Premium \$ 5,417.00

Bond No. 602-111177-1

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

30115425818

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Cyra B. Peterson

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2019.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, Senior Vice President



State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala



(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 26 day of Nov 2018
UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President



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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

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

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

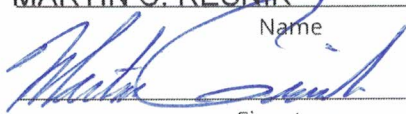
As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated 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 | LITIGATION (Y/N) | STATUS | RESOLUTION/REMEDIAL ACTION TAKEN |
|---------------|----------|----------------------|------------------|--------|----------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Contractor Name: MARTIN RESNIK CONSTRUCTION CO.

Certified By MARTIN C. RESNIK Title OWNER
Name

Signature Date 10/15/18

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

| | | | |
|------------------------------|---------------------------------------|-----------|--------------|
| <u>MARTIN C. RESNIK</u> | <u>MARTIN RESNIK CONSTRUCTION CO.</u> | | |
| Legal Name | DBA | | |
| <u>2424 DENOVA DR.</u> | <u>ALPINE</u> | <u>CA</u> | <u>91901</u> |
| Street Address | City | State | Zip |
| <u>MARTIN RESNIK / OWNER</u> | <u>619-507-4395</u> | | |
| Contact Person, Title | Phone | Fax | |

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

* The precise nature of the interest includes:

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

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

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

| | |
|-----------------------------|---|
| <u>MARTIN RESNIK</u> | <u>OWNER</u> |
| Name | Title/Position |
| <u>ALPINE, CA</u> | <u>Employer (if different than Bidder/Proposer)</u> |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| <u>100%</u> | |
| Interest in the transaction | |

| | |
|-----------------------------|---|
| <u>MARTIN RESNIK</u> | <u>OWNER</u> |
| Name | Title/Position |
| <u>ALPINE, CA</u> | <u>Employer (if different than Bidder/Proposer)</u> |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| <u>100%</u> | |
| Interest in the transaction | |

* Use Additional Pages if Necessary *

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

| | | |
|-----------------------------|--------------------|-----------------|
| <u>MARTIN RESNIK, OWNER</u> | <u>[Signature]</u> | <u>10/15/18</u> |
| Print Name, Title | Signature | Date |

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

SUBCONTRACTOR LISTING

(OTHER THAN FIRST TIER)

Pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 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 California Department of Industrial Relations (DIR). **The Bidder is to list below the name, address, license number, DIR registration number of any (known tiered subcontractor) - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. If none are known at this time, mark the table below with non-applicable (N/A).**

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | DIR REGISTRATION NUMBER | SUBCONTRACTOR LICENSE NUMBER | TYPE OF WORK |
|--|-------------------------|-------------------------|------------------------------|-----------------|
| Name: <u>Penhall Company</u> Address: <u>5775 Eastgate Dr</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92121</u> Phone: <u>858-550-1111</u> Email: _____ | CONSTRUCTOR | 100000860 | 568673 | CONCRETE WORK |
| Name: <u>Williams Scotsman, Inc</u> Address: <u>6753 Caminito Maquiladora (branch 16710)</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92154</u> Phone: <u>619-710-8468</u> Email: <u>lorena.quintera@willscot.com</u> | CONSTRUCTOR | 1000012400 | 606382 | MODULAR TRAILER |
| Name: <u>SKS Engineering, Inc</u> Address: <u>15008 Espola Rd</u> City: <u>Poway</u> State: <u>CA</u> Zip: <u>92064</u> Phone: <u>858-395-6815</u> Email: <u>ruth@sksengineering.com</u> | DESIGNER | 1000056012 | | ENGINEERING |
| Name: <u>Amec Foster Wheeler/Wood PLC</u> Address: <u>9177 Sky Park Ct</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>858-514-6494</u> Email: <u>liz.collins@woodplc.com</u> | CONSTRUCTOR | 1000012549 | | Testing |

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

AFFIDAVIT OF DISPOSAL

(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)

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

Furnish and Install New Laboratory Trailer at Pump Station 1

(Project Title or Task)

as particularly described in said contract and identified as RFP No. **K-19-1777-DB1-2**; SAP No. (WBS/IO/CC) **30004491**; 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 _____, _____.

By: _____
Contractor

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 J
DESIGN-BUILD AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this 20th day of November, 2018, by and between The City of San Diego [City], a municipal corporation, and **Martin Resnik Construction Co.** [Design-Builder], for the purpose of designing and constructing the **Furnish and Install New Laboratory Trailer at Pump Station 1** (Project) in the amount of **TWO HUNDRED NINETY FOUR THOUSAND FOUR HUNDRED SIXTY FIVE DOLLARS AND ZERO CENTS (\$294,465.00)**. 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 Request for Proposal (RFP) number **K-19-1777-DB1-2** for **Furnish and Install New Laboratory Trailer at Pump Station 1**, pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The City has selected the Design-Builder to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this Agreement and the Contract Documents, hereinafter defined.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- G. Execution of this Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

AGREEMENT

- 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 2015 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2015 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 Municipal Code §22.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By Brittany Friedenreich

By C Leone

Print Name: Brittany Friedenreich
Contract Specialist
Public Works Contracts

Print Name: Christine Leone
Deputy City Attorney

Date: 1/30/19

Date: 1/30/19

CONTRACTOR

By Martin C. Resnik

Print Name: MARTIN C. RESNIK

Title: OWNER

Date: 11-20-18

City of San Diego License No.: B2018021806

State Contractor's License No.: 260284