

City of San Diego

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Phone No. (619) 533-4618
M. Arredondo / R. Puertollano / L. I. Russell

PROPOSAL DOCUMENTS (2-Step RFP)



FINAL



FOR

TORREY PINES FIRE STATION

RFQ NO.: K-20-1909-DB2-3
RFP NO.: K-21-1909-DB2-3
SAP NO. (WBS/IO/CC): S-19003
CLIENT DEPARTMENT: 1912
COUNCIL DISTRICT: 1
PROJECT TYPE: BC

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
DECEMBER 8, 2020**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

DEPUTY CITY ENGINEER

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



For City Engineer

10/19/20
Date

Seal:

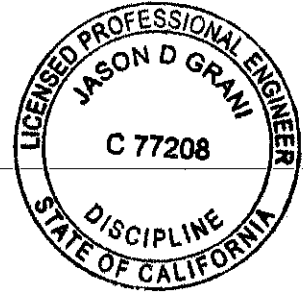


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REQUEST FOR PROPOSAL

1. INTRODUCTION AND PROJECT OVERVIEW

1.1. SOLICITATION

- 1.1.1. This is the City of San Diego's (City) second step in the two-step solicitation process to acquire Design-Build services for the **Torrey Pines Fire Station** 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.

- 2. **SUMMARY OF WORK:** This is the City solicitation process to acquire Design-Build services for a Design-Build project to provide for the design and construction of a new permanent 3-bay fire station of approximately 10,500 square feet. The facility will accommodate three (3) fire apparatus and a crew of nine (9) to eleven (11) fire personnel, onsite surface parking for fire-rescue personnel apparatus bays, dorm rooms, kitchen, watch room, ready room, station alerting system, IT data network, wet and dry utilities, underground utilities, electrical, mechanical and all other necessary infrastructure associated with this project. In addition, the offsite improvements include but are not limited to site grading, utility, street/traffic improvements within the public right-of-way along Torrey Pines Road to allow for emergency response apparatus' egress & ingress. Due

to the project site located within the Coastal Zone, the project will require discretionary permits, surveys, studies to meet all land use environmental regulations. The project site is located east of North Torrey Pines Road between its intersections with Genesee Avenue and North Point Drive at the northern end of UC San Diego's West Campus. Work and Services required of the Design-Builder will include preparation of required documentation for Coastal Development Permit (project may qualify for waiver), SWPPP, CAP checklist step 2, design, construction, supervision, labor, services, equipment, tools, supplies, and any item need to complete the design, construction, and start-up of the Project For additional information refer to Attachment A.

3. **COMPETITION:** This RFP is being issued only to the shortlisted contractors pursuant to RFQ No. **K-20-1909-DB2-3**.
4. **PROPOSAL DUE DATE AND TIME ARE: DECEMBER 8, 2020 at 12:00 NOON.**
5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$16,500,000**.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **B**
7. **CONTRACT PERIOD:** The Project, shall be completed within **900 Working Days** from the Notice to Proceed (NTP).
8. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
9. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - 9.1. 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	4.4%
2.	ELBE participation	8.8%
3.	Total mandatory participation	13.2%
 - 9.2. The Proposal will be declared non-responsive if the Proposer fails to meet the following mandatory requirements:
 - 9.2.1. Proposer's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document;
OR
 - 9.2.2. 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

by 5 pm 3 Working Days after the Proposal Due date if the overall mandatory participation percentage is not met.

Due to circumstances related to Covid-19, until further notice, all submittals in searchable PDF shall be submitted electronically within the prescribed time identified in the contract documents via a File Cloud link provided by the Contract Specialist to all bidders.

Upon circumstances returning to normal business as usual, the GFE shall once again be submitted to:

Engineering & Capital Projects Department, Contracts Division
525 B Street, Suite 750 (7th Floor)
San Diego, California, 92101
Attention: Ron McMinn

10. SELECTION AND AWARD SCHEDULE:

10.1. 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:

- | | |
|--|--------------------------|
| 10.2. Proposal Due Date | DECEMBER 8, 2020 |
| 10.3. Presentations or Interviews | DECEMBER 10, 2020 |
| 10.4. Selection and Notification | JANUARY 2021 |
| 10.5. Limited Notice to Proceed | FEBRUARY 2021 |

11. STIPEND AGREEMENT: This Request for Proposal [RFP] for **K-21-1909-DB2-3** will require each Design-Builder to complete and deliver a Stipend Agreement to the City within the time frame required to submit a proposal in response to the RFP. See Attachment K - Design-Build Stipend Agreement.

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 Cumulative Maximum Bidding Capacity:** 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.
 - 1.3.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
 - 1.3.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
 - 1.3.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
 - 1.3.4. 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>
- 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 (rebids) EXCLUSIVELY** at the City of San Diego's electronic bidding (abiding)

site, at: <https://www.sandiego.gov/cip/bidopps/> 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 and 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 Engineering & Capital Projects Department, 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.

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

3.5. 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.

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. EQUAL OPPORTUNITY CONTRACTING

5.1. 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.

5.2. 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.

5.3. Design-Builder's Work Force

5.3.1. 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.

5.3.2. 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.

5.3.3. 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>

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

5.4.1. 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.

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

5.4.3. 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.

5.5. Contractor Registration and Electronic Reporting System

5.5.1. 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:

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

5.5.2. 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

5.5.3. 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>

5.5.3.1. The City may retain progress payments if:

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

5.5.3.3. EOCP reporting is delinquent or inadequate.

5.5.3.4. Underpayment has occurred.

6. PRE-PROPOSAL ACTIVITIES

6.1. Submission of Questions

6.1.1. The Director (or designee) of the Engineering & Capital Projects 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:

The Contract Specialist, Ron McMinn, via e-mail: rmcminn@sandiego.gov

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

6.1.3. 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.

6.1.4. 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.

6.2. 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.

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

7.1. 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 Engineering & Capital Projects Department Contracts Division.

7.2. 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.

8. 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

9. **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.
10. **BONDS AND INSURANCE:** Prior to the award of the Contract (or Task Order), the Design-Builder shall submit evidence of separate bonds and insurance as specified in Section 5-4, "INSURANCE," of the City's standard specifications for public works constructions unless specified otherwise in the Contract Documents.
11. **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.

11.1. **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.
- 11.1.1. 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.
 - 11.1.2. 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.
 - 11.1.3. 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.
 - 11.1.4. Failure to comply with this section may render the Design-Builder's submittal non-responsive and ineligible for further consideration.

11.2. PRICE PROPOSAL REQUIREMENTS

- 11.2.1. 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.
- 11.2.2. The Price Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.
- 11.2.3. The required EOCIP information such as Subcontractor and Supplier listings shall be submitted as part of the Price Proposal.

12. SELECTION CRITERIA AND SCORING

- 12.1.** 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.
- 12.2.** Proposals will be ranked according to the selection criteria set forth in Attachment G.
- 12.3.** The Panel will review all proposals received. Interviews or presentations will be conducted as needed in accordance with Attachment G.
- 12.4.** 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.
- 12.5.** 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.

13. SUBCONTRACTOR INFORMATION:

- 13.1. 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 3-2, "SELF-PERFORMANCE", 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.

- 13.2. 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.

- 13.3. 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.

14. AWARD

- 14.1.** 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.
- 14.2.** 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.
- 14.3.** 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.
- 14.4.** 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).
- 14.5.** 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.

15. ADDITIONAL POLICIES, PROCEDURES, TERMS AND CONDITIONS

- 15.1.** 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.
- 15.2. Protests.** A Design-Builder may protest the award of the Contract to another Design-Builder in accordance with San Diego Municipal Code.
- 15.3. 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.
- 15.4. 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.
- 15.5. Submittal of "Or Equal" Items.** See 4-6, "TRADE NANES" in the SSP and as modified by the Scope of Work ATTACHMENT A.
- 15.6. Subcontract Limitations.** The Design-Builder's attention is directed to Standard Specification for Public Works Construction, Section 3-2, "SELF-PERFORMANCE", 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.
- 15.7. 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.
- 15.8. City Standard Provisions.** The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.
- 15.8.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 15.8.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 15.8.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 15.8.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 15.8.5.** 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.
- 15.8.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

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

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

15.10. 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/	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/ecp/edocref/greenbook	2018	PWPI010119-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2018	PWPI010119-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-05
CALTRANS Standard Plans https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 5 (CA MUTCD 2014 Rev 5) http://www.dot.ca.gov/programs/safety-programs/camutcd/camutcd-rev5	2014	PWPI042220-09
<p>NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

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:

This project will provide for the much-needed permanent fire station and the associated infrastructure necessary to meet SDFD's current operational requirements and needs for the growing UC San Diego campus and surrounding communities. This project will meet the current program and SDFD's operational needs, in compliance with Citygate Report, 2017 Fire Station Design and Construction Standards & Specifications. This project implements the requirements of the San Diego Fire-Rescue Department, in conformance with the City's General Plan (Public Facilities, Services and Safety Element), Public Facilities Financing Plan, La Jolla and University Community Plans and addresses the needs of UC San Diego's ongoing expansion and student population increase.

2. SCOPE OF WORK:

This project provides for the design and construction of a new permanent 3-bay fire station of approximately 10,500 square feet. The facility will accommodate three (3) fire apparatus and a crew of nine (9) to eleven (11) fire personnel, onsite surface parking for fire-rescue personnel apparatus bays, dorm rooms, kitchen, watch room, ready room, station alerting system, vehicle exhaust system, IT data network, wet and dry utilities, underground utilities, electrical, mechanical and all other necessary infrastructure associated with this project. In addition, the offsite improvements include but are not limited to site grading, utility, street/traffic improvements within the public right-of-way along North Torrey Pines Road to allow for emergency response apparatus' egress & ingress. Due to the project site located within the Coastal Zone, the project will require discretionary permits, surveys, studies to meet all land use and environmental regulations including CEQA. The project site is located east of North Torrey Pines Road between its intersections with Genesee Avenue and North Point Drive at the northern end of UC San Diego's West Campus.

The project element includes: Design Drawings, Project Specifications, Permits, Presentations to Community Planning Board, Americans with Disabilities Act [ADA]/Title 24 of the California Code of Regulations [Title 24], City Memorandums, Leadership in Energy & Environmental Design Plan LEED & Building Commissioning that complies with the current Building Code and LEED Silver Sustainable Design (minimum) requirements, Underground Utilities, Best Management Practices [BMPs], Storm Water Standard Manual, Storm Water Pollution Control Plan [WPCP], Record Research, Community Outreach, Environmental Investigation, Site Landscaping, New Traffic Signal and related work including but not limited to median work as required Implementation of QA/QC and Safety Programs, etc. The project also entails coordinating the design, construction, and startup with Fire & Rescue Department, California Coastal Commission, City of San Diego Development Services (DSD), for project permitting & San Diego County for Hazardous Material permitting requirements, UC San Diego's Coordination Facilities Maintenance, City of San Diego Communications Division for the Voice/Cable/Data and Utility Agencies for building service connections (SDG&E, AT&T, Cox or other utilities area providers, etc.) and not limited to the aforementioned.

3. TECHNICAL SPECIFICATIONS:

Refer to <https://filecloud.sandiego.gov/url/technicalstudies> for Technical Specifications

4. BRIDGING DOCUMENTS:

Refer to <https://filecloud.sandiego.gov/url/s19003fsrfp> for Bridging Documents

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

Refer to APPENDIX E – Location Map

6. PROJECT REQUIREMENTS:

6.1 Design and construction of a fire station facility conforming or exceeding in technical quality with the minimum outlined program and performance requirements established in this RFP. Exceptions or deviations from these minimum requirements will not be allowed unless specifically authorized by this RFP or by addenda.

6.2 The Design-Builder services sought by this RFP include all services necessary to permit, design and construct the fire station. This includes, but is not limited to, full design phase services, utilities coordination, scheduling, estimating, energy modeling, value management, general contracting during the construction phase, building commissioning and project closeout. The design and construction must comply with the requirements of all applicable State and City agencies having jurisdiction over the project. The Design-Builder shall work to obtain approvals in increments that will facilitate the schedule. The completed project is to be a fully functioning fire station facility as described in the Contract between the City and Design-Builder.

6.3 The Fire Station shall be designed and built to be fully functional in every capacity. All design and construction shall comply with the City's Climate Action Plan. The facility shall be designed and constructed to achieve at a minimum the Leadership in Energy and Environmental Design (LEED) "Silver" Level Certification. The design character & materials shall blend in with UC San Diego's University's architecture and landscape.

6.4 The contractor shall provide a digital catalog of the project documentation through software system such as Procore or equal as agreed upon and coordinated with the Owner. All files submitted through this system shall be submitted to City at the conclusion of the project.

6.4.1 The documentation shall include drawings, specifications, ASDs, RFIs, RFPs, submittals, shop drawings, schedule, certificates, certifications, test reports, photographs and related project documentation.

6.4.2 The design-build team shall maintain and update with current documentation and approved submittals as needed.

- 6.4.3 The information shall be organized into folders for ease of reference for the Owner and Architect.
- 6.4.4 The folders for large files such as plans or specifications shall be tagged to provide subdivisions.
- 6.4.5 The design-build team shall make the system available to the owner and other asset managers.
- 6.4.6 The system shall be Mac and PC compatible to operate on iPads, androids and PC based tablets on site as well as desktop applications off site.
- 6.4.7 The system shall be capable of providing hyperlinks to jump to referenced details.
- 6.4.8 The system shall be capable of overlaying current revisions with previous ones.
- 6.4.9 The system shall be capable of overlaying sheets with others for comparison and coordination items.
- 6.4.10 The design-build team shall coordinate with the design-build team members, contractors, sub-contractors, and owner regarding the development of punch lists within the system.
- 6.4.11 All design-build team members shall subscribe to PROCORE for use on this project. The number of users is up to both parties. PROCORE will be used for the current design and construction documentation to include, current set, addenda, SI's, RFI's, As-Built Conditions, QA/QC, and Punch Lists. Visit www.procore.com to determine subscription pricing. At a minimum onsite personnel will be required to use this product to facilitate communication. It is recommended that an office administrator assist field personnel.

7. DESIGN GUIDELINES AND SUBMITTAL REQUIREMENTS

7.1. Design Guidelines

- 7.1.1. Design guidelines and performance requirements to establish basic design criteria, minimum material quality and equipment standards are provided in this RFP. Each proposal must include a certification that the proposal meets or exceeds these criteria within the stipulated Contract Price.
- 7.1.2. Proposals shall also identify attributes that enhance the minimum building design criteria, provide additional space within prescribed limits, and incorporate low operating cost building systems that reduce annual operating costs, or provide other features that will help achieve cost-effective fire station facilities of lasting value.
- 7.1.3. A detailed description of the requirements is provided in this RFP. These are minimum requirements.

- 7.1.4. The design and construction must comply with the requirements of all applicable agencies having jurisdiction over the project.
- 7.1.5. The project design should only support vehicles, emergency vehicles and fire apparatus leaving and entering the site from North Torrey Pines Road.
- 7.1.6. The fire station should be sited and designed to minimize or avoid, to the maximum extent feasible, adverse environmental impacts, including noise impacts to sensitive receptors.
- 7.1.7. The project to include the design and construction of emergency flasher signalization at the driveway on to North Torrey Pines Road. The design and alterations to coordinate the flasher signal with the two existing traffic signals located on North Torrey Pines Road at Genesee Avenue and at North Point Drive.
- 7.1.8. Design and construction of right of way modifications for median adjustments to allow for transition lanes to access the fire station
- 7.1.9. The UC San Diego campus is well known for its historic Eucalyptus grove and natural canyons that traverse the campus. The landscape design for the fire station should endeavor to support the Open Space Framework and planting typologies described in the UC San Diego Open Space Master Planning Study found at: <https://plandesignbuild.ucsd.edu/planning/plans.html#Other-Plans-and-Studies>.
- 7.1.10. Low-Impact Design (LID) opportunities with respect to landscape, planting, and hardscape design should be implemented
- 7.1.11. The fire station will be owned and operated by the City of San Diego and all the building's utility connections need to be designed in conformance of the City of San Diego Water & Sewer Design Guidelines, Standards, and Approved Material Lists <https://www.sandiego.gov/ecp/edocref/> and will be plan checked by the City of San Diego Public Utilities Department. If any utilities need to be built in the City's Right-of-Way to facilitate this, the new utilities shall also conform to the City of San Diego's Water & Sewer Design Guidelines, Standards, and Approved Material Lists. There will be no utility connection to UC San Diego infrastructure.
- 7.1.12. The Project shall be designed, procured and constructed to optimize energy efficiency. The selected contractor shall register the Project with SDG&E's Savings By Design® Program by contacting Owner's Savings By Design Account Executive within 30 business days following award of the Project in order to allow Owner to qualify for potential incentives under the Program. The Savings by Design

Account Executive and the selected design-build team shall maintain a collaborative relationship during the design phase and the execution of the project in order to evaluate and incorporate recommended energy efficiency measures into the final design. Compliance with this requirement and installation of the agreed-upon equipment in accordance with the terms of the program will be verified by an on-site inspection upon completion of construction. For more information regarding Savings By Design, visit www.sdge.com/sbd

8. SUBMITTAL REQUIREMENTS & SCOPE OF WORK:

- 8.1. Architectural and engineering design services.
- 8.2. Permitting submittal and approvals from local and state agencies including Construction General Permit (CPG) and Municipal Storm Water Permit (MS4).
- 8.3. Coordination of payment of all fees.
- 8.4. Project management.
- 8.5. Energy modeling and analysis.
- 8.6. Construction, including off-site improvements as indicated in the Design
- 8.7. Guidelines.
- 8.8. On-site and off-site wet and dry utilities design, coordination, and installation.
- 8.9. Commissioning of systems and equipment.
- 8.10. Coordination and payment of all test and inspection services.
- 8.11. Community meetings (as required).
- 8.12. Coordination and scheduling work of Team and others providing services to design and construct the project
- 8.13. All on-site and off-site grading for new construction storm water compliance (WPCP, BMPs, SUSMP, MS4).
- 8.14. Insurance and bonding.
- 8.15. Coordination with City representatives.
- 8.16. LEED Silver compliance (Minimum)
- 8.17. ADA compliance.

- 8.18. Soils report.
- 8.19. Data/ cable/ voice/ communication.
- 8.20. Surveying.
- 8.21. Traffic improvements in the Public Right of Way.
- 8.22. Furnishing (allowance)

9. PROJECT SCHEDULE:

- 9.1. The project is to have the fire station completed and ready for use within the allotted 900 working days.

10. PROPOSED PROJECT BUDGET TO BE SUBMITTED AS FOLLOWS:

- 10.1. Project budget and stipulated contract price: provide a budget amount for the project proposed within the stipulated contract price. Any exceptions and or limitations affecting the stipulated Contract Price shall be identified.
- 10.2. The City will reimburse the Design-Builder the actual cost of the plan checking, permits, and Utilities fees without markup through fees allowances specified in the Proposal.
- 10.3. FF&E to be provided by the City Fire Department during construction phase, providing adequate lead times. Design-builder is responsible for purchase, assembly and installation of FF&E.

11. WRITTEN SUBMITTALS:

- 11.1. Project Design Description (limit 2 pages): A narrative description of the basis of design. Include reference to each of the systems; structural, electrical, mechanical and plumbing, as well as architectural, civil and landscape approaches. Address how the proposed design achieves programmatic goals and performance requirements of the project. Include narrative descriptions of the building forms; quality levels; proposed finish, and material selections; special design features; and performance characteristics. Clearly convey the design intent and philosophy of the proposed design and how it achieves the City's goals for the project.
- 11.2. Project schedule: The Design-Builder identification of, and commitment to, key milestones from Notice to Proceed through Guaranteed Completion Date. The schedule shall be cost loaded and identify significant design and construction activities; their duration and completion dates; document submittal dates; allowances for City and other agency review periods, including schematic design documents, design development documents, final plans and specifications; and regulatory agency review periods for the project. All dates must be indicated by calendar dates. The schedule shall be in color and in 11"x 17" foldout format.

- 11.3. Project Budget: The Design-Builder Fixed Lump Sum Price for the project. Budget shall include cost detail by major building components.
- 11.4. Project Compliance with minimum program and performance requirements: A brief written statement certifying that all mandatory program and performance requirements of the RFP are met by the proposal.
- 11.5. LEED New Construction Project Checklist with explanatory notes for how each point will be achieved with accompanying Summary of Value-Added Enhancements (as appropriate).
- 11.6. Summary of Value-Added Enhancements (optional): A brief narrative description of any proposed value-added enhancements.
- 11.7. Design-build team to keep a change order log up to date for discussion at each coordination meeting.

12. GRAPHIC SUBMITTALS:

- 12.1. Drawings in general shall be drawn at the "schematic" level as defined by this RFP. All drawings shall be to scale. Plans and elevations are to be dimensioned. The format of the drawings is at the discretion of the Design-Build firms, however, a Building Informational Model (BIM) software such as REVIT should be incorporated for conflict coordination and a final model delivered to the City at the end of the project. These are minimum requirements and additional exhibits, including special design features proposed, may be submitted at the Design-Builder's discretion. Drawings and massing study model will be displayed for public review and comment in the City of San Diego Project Website. The drawings and model will be displayed anonymously; therefore, one power point presentation must be provided without any reference to or identification of the Design-Builder.
- 12.2. The following schematic architectural drawings and models delineating and detailing design features, materials, and options are required for compliance with this RFP: Submit two (2) sets of full-size (D sheet), color drawings one of which is mounted on foam core boards as described above, for use at the Design-Builder's presentation, and ten (10) half-size, Color drawings, and one (1) electronic copy of the drawings.
- 12.3. Site Plan: a site plan showing all buildings, site features, and on-site improvements at a scale of 1" = 20'-0".
- 12.4. Floor/ Space Plans: a schematic floor plan with general representation of all core elements and structure, and all enclosed spaces at a scale of 1/8" = 1'-0". Show conceptual furniture layout on floor plans.
- 12.5. Elevations: A minimum of four (4) color exterior building elevations of the building including indication and limits of all material types and colors, and any shading devices, at a scale of 1/8" = 1'-0".

- 12.6. Sections: a minimum of two (2) building cross sections showing the building's elevations in relationship to the other site improvements or ground planes at a scale of 1/8" = 1'-0".
- 12.7. Interior Perspective: A minimum of two (2) interior perspective sketch, computer generated, one of the fire station interior depicting the Lobby.
- 12.8. 3D computer study model: A digitally created three dimensional (3-D) computer study
- 12.9. Other: Diagrams, charts and photos to further illustrate the proposal are acceptable but not required.

13. DESIGN DELIVERABLES:

- 13.1. Design deliverables during the design process shall include 30%, 60%, 90% and 100% phases. Plans, Specifications and LEED progress packages shall be delivered for review at each phase. Commissioning Plan shall be submitted at 30% design.
- 13.2. Design-builder shall provide five (5) full size (24"x36"), and one (1) CD of design drawings, and five (5) sets of specifications for each phase of design submittals and CAD Files during all design phases. Design-Builder shall provide final as-built drawings in Mylar.

14. PROGRAM REQUIREMENTS & CONSIDERATIONS:

The following describes features of the project, regulatory requirements and issues, design considerations requirements, inside and out.

General Regulatory Requirements & Considerations

- 14.1. The fire station must meet community plan requirements as well as zoning regulations for setbacks, height and FAR. It must also comply with San Diego Municipal Code regulations for parking, fences, and landscaping.
- 14.2. The design-build team shall hire a certified Environmental Engineer specializing in greenhouse gas emissions to guarantee that the 900 metric ton greenhouse gas threshold will not be exceeded

ATTACHMENT B
RESERVED

ATTACHMENT C

RESERVED

ATTACHMENT D
PREVAILING WAGE

ATTACHMENT D

PREVAILING WAGE

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 **2018 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2018 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Construction Contracts.
 - b) General Provisions (B) for Design-Build and Multiple Award Construction Contracts.

PART 0 – EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A – GENERAL REQUIREMENTS

0-12 CONTRACT RECORDS AND REPORTS. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
 - a) **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated

damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

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

1-2 **TERMS AND DEFINITIONS.** To the “WHITEBOOK”, items 56, 69, and 102, DELETE in their entirety and SUBSTITUTE with the following:

- 56. **Notice of Completion (NOC)** - A document recorded with the County of San Diego to signify that the Contract Work has been completed and accepted by the City.
- 69. **Punchlist** - A list of items of Work or corrections generated after a Walk-through that is conducted when you consider that the Work and Services are complete, and as verified by the Owner. The Punchlist may be completed in phases if defined in the Contract.
- 102. **Walk-through** - An inspection the City uses to verify the completion of the Project or phase of the Project and to generate a Punchlist prior to Acceptance.

To the “WHITEBOOK”, item 54, “Normal Working Hours”, ADD the following:

The **Normal Working Hours** are **7:00 AM to 4:00 PM.**

To the “WHITEBOOK”, ADD the following:

- 108. **Acceptance** – When all of the Contract Work, including all Punchlist items, is deemed officially complete by the City Asset Owning Department or Deputy City Engineer.
- 109. **Occupancy** – When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.
- 110. **Substantial Completion** – When all Contract Work is deemed complete by the Contractor in writing, and as verified by the Owner. Substantial Completion may be completed in phases if defined in the Contract.

1-7.1.3 **Requests for Information (RFI).** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

- 1. Should You discover a conflict, omission, errors in the Contract Documents, differences with existing field conditions, or have any questions concerning interpretation or clarification of Contract Documents, or when you propose deviations to the standards or design, you shall submit a Request for Information (RFI) to the City regarding your question or clarification within **1 Working Day.**

2. Your RFI shall meet the following requirements:
 - a) All RFIs, whether by You or your Subcontractor or supplier at any tier, shall be submitted by You to the City.
 - b) RFIs shall be numbered sequentially.
 - c) You shall clearly and concisely set forth the single issue for which interpretation or clarification is sought, indicate Specification Section numbers, Contract Drawing numbers, and details, or other items involved, and state why a response is required from the City.
 - d) RFIs shall be submitted within **1 Working Day** in order that they may be adequately researched and answered before the response affects any critical activity of the Work.
 - e) Should You believe that a response to an RFI causes a change to the requirements of the Contract, You shall, before proceeding, give written notice to the City, indicating that You believe that City response to the RFI to be a Change Order. Failure to give such written notice within **5 Working Days** of receipt of the City's response to the RFI shall waive Your right to seek additional time or cost.
3. The City will respond to RFIs within **5 Working Days** unless the City notifies You in writing that a response will take longer. The **5 Working Days** shall begin when the RFI is received and dated by the City. Responses from the City will not change any requirement of the Contract unless so noted by the City in the response to the RFI. The City will not issue a Change Order for Extra Work or additional time when the issue raised in the RFI was due to your fault, neglect, or any unauthorized deviations from the project design or specifications.
4. If You proceed in resolving a conflict, omission, or any error in the Contract Documents without sending the City an RFI in accordance with the requirements stated above, the City may require You to remove such work at Your cost or back charge You the cost to remove this work.

1-7.2 Contract Bonds. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Before execution of the Contract, file payment and performance bonds with the City to be approved by the Board in the amounts and for the purposes noted. Bonds shall be executed by a responsible surety as follows:
 - a) If the Work is being funded with state or local money, consistent with California Code of Civil Procedure §995.670, the Surety shall be an "admitted surety" authorized by the State of California Department of Insurance to transact surety insurance in the State.

- b) If the Work is being funded with federal money, the Surety shall be listed in the U.S. Treasury Department Circular 570 and shall be in conformance with the specified Underwriting Limitations.

To the "WHITEBOOK", item 2, subsection "a", subsection "i", DELETE in its entirety and SUBSTITUTE with the following:

- i. A "Payment Bond" (Materials and Labor Bond) is optional. If no bond is submitted, no payment shall be made until 35 Calendar Days after Acceptance and any lien requirements have been fulfilled. If a bond is submitted, progress payments shall be made in accordance with these Specifications.

To the "WHITEBOOK", item 2, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) For Contracts over \$100,000:
 - i. A "Payment Bond" (Materials and Labor Bond) for 100% of the Contract Price to satisfy claims of material Suppliers and of mechanics and laborers employed on the Work. You shall maintain the bond in full force and effect until Acceptance and until all claims for materials and labor are paid and shall otherwise comply with the Government Code.
 - ii. A "Faithful Performance Bond" for 100% of the Contract Price to guarantee faithful performance of Work, within the time prescribed and in a manner satisfactory to the City, that materials and workmanship shall be free from original or developed defects.

To the "WHITEBOOK", item 7, DELETE in its entirety and SUBSTITUTE with the following:

- 7. You shall require the Surety to mail its standard "Bond Status" form to the Engineer at the following address:

Deputy Director
Construction Management and Field Engineering Division
9573 Chesapeake Drive San Diego, CA 92123

SECTION 3 – CONTROL OF THE WORK

3-2 SELF-PERFORMANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. The self-performance percentage requirement will be waived for Prime Contractors meeting the Class B License requirement of this Contract.

3-3 SUBCONTRACTORS. To the "WHITEBOOK", ADD the following:

When a Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the City, you shall remove such Subcontractor immediately upon written request of the City, and shall request approval of a replacement Subcontractor to perform the Work in accordance with California Public Contract Code (PCC), Subletting and Subcontracting, Section 4107, at no added cost to the City.

3-8.7 Contractor's Quality Control Plan (QCP). To the "WHITEBOOK", ADD the following:

7. The establishment and implementation of a Quality Control Plan (QCP), as defined in the standard specifications, shall be required for this Contract. See example in **Appendix G - Sample Contractor's Daily Quality Control Plan Inspection Report.**

3-8.7.1 QCP Submittal. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The QCP shall be organized to address, at a minimum, the following items:
 - a) Quality Control Administrator
 - b) Surface preparation and paving schedule
 - c) Inspection and documentation requirements (Daily Quality Control Inspection Report)
 - d) Material quality control testing plan
 - e) Documentation of quality control activities
 - f) Procedures for corrective action when quality control and/or acceptance criteria are not met
 - g) If paving Work will be in areas prone to shade, provide curing time of product

3-8.7.4 Documentation. To the "WHITEBOOK", item 3, section "a", subsection "viii", DELETE in its entirety and SUBSTITUTE with the following:

- viii. Documentation that the following have been verified to be in compliance:
 - Proper storage of materials and equipment.
 - Proper operation of all equipment.
 - Adherence to plans and technical specifications.
 - Review of quality control tests.
 - Safety inspection.
 - Mixing properties of products against the approved submittal limits.

3-9 TECHNICAL STUDIES AND SUBSURFACE DATA. To the "WHITEBOOK", ADD the following:

4. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a. Geotechnical Investigation conducted by SCST Inc. UCSD FS Job # 5046 Dated July 21, 2017.
 - b. Environmental Soils Testing conducted by SCST Inc. UCSD FS Job #5048 Dated July 20, 2017
 - c. Design Study by UCSD Facilities Design & Construction Dated January 22,2016
 - d. FINAL Mitigated Negative Declaration MND by The City of San Diego Project Number 619013 SCH No. 2018061017
5. The reports listed above are available for review at the following link:

<https://filecloud.sandiego.gov/url/technicalstudies>

3-10 SURVEYING. To the "GREENBOOK" and "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

3-10 SURVEYING (DESIGN-BUILD).

3-10.1 General.

1. You shall provide all required site layout not specified in this section.
2. Unless surveying services are provided by the City, only the Design Firm, not the Contractor, shall be allowed to hire a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California to provide all surveying services needed for the design, and if requested by the City, also for the construction activities required for the completion of the Project. Surveying services include, but are not limited to: land, aerial, topographic and construction.
3. If requested by the City, the Design Firm shall submit a letter to the City's Project Manager identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the design and/or construction phase survey services for the Project.
4. Where applicable, notify the City in writing at least 2 Working Days prior to requesting survey services to be provided by the City.

5. The Design Firm is responsible for performing and meeting the accuracy of surveying standards adequate for design and construction through the Design Firm's Licensed Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.
6. All Survey Services deliverables shall be submitted per the City's CADD Standards and pertinent Public Works Department Engineering Deliverable specifications.

<https://www.sandiego.gov/ecp/edocref/drawings>
7. All Survey Services and deliverables which reveal non-compliance with the requirements of the Construction Documents and standards shall be corrected as deemed necessary by the City at the Design-Builder's expense.
8. Where Survey Services are provided by the City, all construction survey stakes, control points, and other survey related marks shall be preserved for the duration of the Project. If any construction survey stakes, control points, or other survey related marks are lost or disturbed and need to be replaced, such replacement shall be performed at the Design-Builder's expense.
9. The City's Land Survey Section (LSS) shall be notified a minimum of 2 Working Days (large projects may require more) before any ground is to be disturbed within the City of San Diego (concrete, asphalt, or dirt). The LSS may need to inspect the site and provide monumentation information.

3-10.2 Monument Perpetuation.

1. Monument Perpetuation, including mark-outs, will be performed by the City Public Works Engineering Support & Technical Services Division's (ES&TS), Land Survey Section (LSS), unless otherwise noted. You are responsible for requesting the coordination of these services.
2. If at any time a monument will be destroyed or covered, such monument shall be perpetuated in accordance with state law. Inform the LSS, via project Resident Engineer, if any monument will be destroyed or covered during any construction activity.

3-10.3 Line and Grade.

1. The Work shall conform to the lines, elevations, and grades shown on the Plans. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the City's PM. In the absence of such report, the Surveyor shall be responsible for any error in the grade of the Work.
2. Grades for underground conduits will be set at the surface of the ground. The Design-Builder shall transfer them to the bottom of the trench.

3-10.4

Topographic and Monument Survey – Preliminary Design.

1. Topographic field survey shall include all existing ground surface topography, fencing, hardscape, utilities, roadway surface, and curb returns within the delineated mapping limit. Monument survey shall include the sufficient collection of existing record survey monuments to perform right-of-way (ROW) analysis along within subject mapping limits.
2. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).
<https://www.nsps.us.com/page/ALTANSPSStandards>
3. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per Record of Survey Map No. 14492 (ROS 14492). It is required to tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three mile radius. Horizontal control measurements shall be collected in conformance with the local standard of practice.
4. Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (*) in the City Benchmark book are not to be used together for Vertical Control – common adjustment sets are to be used.
5. All topographic field survey data shall be collected using conventional survey methods utilizing total station instrumentation.
6. Deliverables.
 - a) Horizontal and Vertical Control.
 - i. Completed Calibration sheet as provided indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.
 - b) Field Data.
 - i. Data collected as points and break lines to define a proper DTM if requested outside of aerial mapping.
 - ii. Includes utilities collected on surface as required.
 - iii. Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
 - iv. Includes record monument points.
 - v. Data collector project files.
 - vi. Raw (unedited) data file.
 - vii. Project file.
 - viii. Point comma delimited text file formatted.

- c) Topography.
 - i. Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) of all field collected survey points.

- d) The contours produced from the surface digital terrain model (DTM) shall meet or exceed ASPRS 90 standards where 68% (1σ) of the contours tested fall within 1/3 contour interval. Any point tested that is more than 3σ out shall be regarded as a blunder. These standards closely parallel the familiar National Map Accuracy Standards. Records Research.
 - i. All public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.
 - City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
 - After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.

- e) Survey Monument Measurements.
 - i. All found monuments located within, or near, the survey limits shall be searched and measured. Sufficient additional monuments to control all boundaries extending from the survey limits shall be tied (i.e. block corners, Points of Curve etc.) to the next available survey monument past the survey limits.
 - All Monuments found shall be described with details as to what was found along with identifying number.

3-10.5 Monument Search, Field Boundary Survey and Boundary Analysis – Right-of-Way (ROW) Mapping.

1. The monument survey, for each designated site, shall be of sufficient coverage and quality for a Right-of-Way boundary analysis performed and provided in conformance with City CADD standards.
2. Surveyor shall deliver to the City all requested survey information and CADD data, as specified below, upon completion of the Monument Survey and Boundary Analysis.

3. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).

<https://www.nspss.com/page/ALTANSPPStandards>

4. Field monument survey to be performed and provided in conformance with City CADD standards.
5. Field Measurements shall be collected in conformance the local standard of practice.
6. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet units, per City of San Diego Record of Survey Map No. 14492 (ROS 14492). All Project survey control shall be based upon field-tied measurements to a Horizontal First Order monument as shown on ROS 14492. Where existing First Order monument cannot be recovered or located within a 3-mile radial distance from the project site a Horizontal Second-Order Monument may be used as Project survey basis. The Project vertical control datum shall be based on NGVD29 per benchmarks identified in the City of San Diego Vertical Control Bench Book (Bench Book). All Project benchmarks shall be selected from a common Bench Book source group:
 - a) Benchmarks with elevations updated per U.S.C.G.S adjustment of 1970, identified with an asterisk (*).
 - b) Benchmarks not adjusted per the 1970 adjusted values (non-asterisked identifiers).
7. Deliverables.
 - a) Horizontal and Vertical Control.
 - i. Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.
 - b) Field Data.
 - i. Complete, Correct CADD file in conformance with City CADD Standards and industry standards.
 - Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
 - Includes Monument points covering the area of work.
 - ii. Data collector project files.
 - Raw (unedited) data file.
 - Project file.
 - Point comma delimited text file.

- c) Records Research.
 - i. If requested, all public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.
 - ii. City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
- d) Boundary Ties
 - i. All monuments within the survey limits shall be searched and tied if found. Sufficient additional monuments to control all boundaries extending from the survey limits shall be tied (i.e. Block Corners, Points of Curve etc.) to the next available survey monument past the survey limits.
 - All Monuments found shall be described details as to what was found along with identifying number.

3-10.6 Field Monument Survey and Topographic Utility Survey.

1. The right-of-way monumentation survey data shall be provided to the City.
2. Surveyor shall perform a right-of-way monument survey and existing utility survey (locating feature centers). Surveyor shall also collect ground surface topography over any aerial obscured areas.
3. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).
<https://www.nsp.us.com/page/ALTANSPSStandards>
4. Field Measurements shall be collected in conformance with the local standard of practice.
5. Project Horizontal and Vertical Control.
 - a) The Horizontal and Vertical Control for this project shall be based on the same datum, basis of bearing, calibration and benchmark as used for the Aerial Survey.
 - b) Horizontal Control Shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per ROS 14492. It is required to tie into a first

order monument per ROS 14492 unless a first order monument no longer exists within a three mile radius.

- c) Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (*) in the City Benchmark book are not to be used together for Vertical Control – common adjustment sets are to be used.
- d) If adjacent City projects have been found and are included in the research packages, measurements to a minimum of 3 common control or ROW points shall be made for evaluation and consistency between projects. These projects can be used for establishing common horizontal or vertical control, joining or adding to existing data, and/or as an inventory of survey monuments for search purposes.

6. Deliverables.

- a) Horizontal and Vertical Control.
 - i. Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey. The horizontal and vertical control shall be set by the Surveyor that's issued the first Notice to Proceed.
- b) Field Data.
 - i. Data collected as points and break lines to define a proper DTM beyond the identified mapping limits if requested.
 - ii. Include utilities collected on surface as required.
 - iii. Include horizontal control points from ROS 14492 to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
 - iv. Include Monument points covering the area of work.
 - v. Data collector project files.
 - Raw (unedited) data file.
 - Project file.
 - Point data text file in “comma delimited format”.

- vi. CADD File.
 - A digital design file displaying all field work, existing right-of-way monuments, and utility feature data per City CADD standards. The design file shall be complete, correct, and free of duplicate elements.
 - The following data shall be included in the electronic mapping file: Name of Design/Engineering Firm and/or Surveyor doing the project, Company Logo (if available), Name of project, Work order number, Date & Scale.
 - Include right-of-way monument elements.
 - Use appropriate levels and attributes for all elements to meet City of San Diego CADD Standards.
- c) Topography
 - i. Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) as a result of the geometry report of the final .ALG file.
 - ii. Use appropriate levels and attributes for all elements to meet City of San Diego CADD Standards.
- d) Records Research.
 - i. If requested, all public or private records acquired to assist with right-of-way monument collection.
 - ii. City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
 - iii. After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.
- e) Right-of-Way Monument Survey Locations
 - i. All monuments within the survey limits shall be searched and located if found. Sufficient additional monuments to control all boundaries extending from the survey limits shall be located to facilitate LSS ROW Mapping (i.e. block corners, points of curve, and etc.).
 - All found survey monuments shall describe the character and identifying reference marks.
 - City survey notes and City drawings can be provided, as applicable.
- f) The appropriate City of San Diego cell library (V8 City existing.cel), font resource file (V8 City font.rsc), color table (V8 City color.tbl), line style (V8 City Line style.rsc), level scheme, and seed file parameters

are to be used for placement of all elements in the design files, with strict adherence to "Working Units" and seed file "Global Origin". Base map level schemes are attached. A CD containing the most current version of the above seed files, cell libraries and font resource files will be provided, if needed, upon request.

3-10.7 Construction Survey/Staking.

1. Construction staking surveying shall be performed with the standards customarily adhered to by an experienced and competent land surveying firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City is required, it is understood to be general approval only and shall not relieve the Design Firm of their responsibility to comply with all applicable laws, codes, and good consulting practices.
2. Field Measurements shall comply with the local standards of practice. All construction staking with a gradient of less than 1.5% shall be performed by a total station survey instrument. Gradients less than 0.2% shall require a level run prior to construction, and all said services shall be performed by the Surveyor.
3. The following are minimum requirement guidelines for various types of staking:
 - a) Limits of work 50-foot maximum interval.
 - b) Limits of Demolition 50-foot maximum interval.
 - c) Rough grade stakes 50-foot maximum interval.
 - d) Finish grade stakes 50-foot maximum interval.
 - e) Slope staking at 50-foot maximum interval.
 - f) Contour staking @ 50-foot maximum interval.
 - g) Curb stakes with offset to face of curb, and grade to top of curb with 50-foot maximum interval.
 - h) Storm drain at 50-foot maximum interval where grade exceeds 1%.
 - i) Sewer lines at 50-foot maximum interval where grade exceeds 1%.
 - j) Water lines at 50-foot' maximum interval offset to near curb face (no grades - minimum cover).
 - k) Dry utilities at 50-foot maximum interval where grade exceeds 1%.
 - l) Construction staking involving horizontal and vertical curves shall be staked at 25-foot maximum intervals, and further densification for deltas on applicable curb returns and pipe joints.
 - m) Storm Drain inlet stakes shall be on face of curb produced, and on string line grade.

- n) Walls staked at footing breaks, with station interval of 25-foot maximum intervals.
- o) Buildings – offsets to outside face of wall.
- p) Bridge abutments and bents on opposing sides.

3-13.1 Completion. To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall submit a written assertion that the Work has been completed and is ready for Owner Acceptance. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date that you are relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed.

3-13.1.1 Requirements Before Requesting a Walk-through. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

3-13.1.1 Requirements Before Requesting Substantial Completion.

1. The following items are required prior to requesting a Substantial Completion:
 - a) Remove temporary facilities from the Site.
 - b) Thoroughly cleaning the Site and removing all mark outs and construction staking.
 - c) Provide completed and signed Red-lines in accordance with 3-7.3 “Redlines and Record Documents”.
 - d) Provide all material and equipment maintenance and operation instructions and/or manuals.
 - e) Provide all tools which are permanent parts of the equipment installed in the Project.
 - f) Provide and properly identify all keys for construction and all keys for permanent Work.
 - g) Provide all final Special Inspection reports required by the applicable building Code.
 - h) Provide all items specified to be supplied as extra stock. Wrap, seal, or place in a container all items as necessary to allow for storage by the City for future use. Verify the specified quantities.
 - i) Ensure that all specified EOCP and certified wage rate documentations covering the Contract Time have been submitted.

- j) If the Work includes installing an irrigation system, provide the spare parts for the proposed irrigation system as specified in the Special Provisions.
- k) If the Work includes sewer and storm drain installations, the inspection shall include televising in accordance with 306-18, "VIDEO INSPECTION".
- l) If the Work includes a Plant Establishment Period, Work in accordance with 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT" shall be completed prior to requesting Substantial Completion, unless approved otherwise by the Owner.
- m) Notify the Engineer to arrange a final inspection of permanent BMPs installed.

3-13.1.2 Walk-through and Punchlist Procedure. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall notify the Engineer 15 Working Days in advance of date of anticipated Substantial Completion to allow time for Engineer to schedule a Walk-through. After you complete the requirements in 3-13.1.1, "Requirements Before Requesting Substantial Completion" and when you consider that the Work is Substantially Complete, you will notify the Engineer in writing that the Project is Substantially Complete. The Engineer will review your request and determine if the Project is ready for a Walk-through, by verifying whether you have completed all items as required by 3-13.1.1, "Requirements Before Requesting Substantial Completion". Within 7 Working Days, the City will either reject your request of a Walk-through in writing or schedule a Walk-through inspection. The Engineer shall facilitate the Walk-through.
2. The following documents shall be provided at the time of your Walk-through request: As-Built markup, Plans, specifications, technical data such as submittals and equipment manuals, draft final payment, warranties, material certifications, bonds, guarantees, maintenance service agreements, and maintenance and operating manuals.
3. Written warranties, except manufacturer's standard printed warranties, shall be on a letterhead addressed to you. Warranties shall be submitted in the format described in this section, modified as approved by the City, to suit the conditions pertaining to the warranty. Lack of submitting these items will delay start of Walk-through.
4. The Engineer will provide you with the Punchlist within 15 Working Days after the date of the Walk-through. The City shall not provide a preliminary Punchlist.

5. If the Engineer finds that the Project is not Substantially Complete as defined herein, the Engineer will terminate the Walk-through and notify you in writing.
6. If, at any time during the Engineer's evaluation of the corrective Work required by the Punchlist, the Engineer discovers that additional corrective Work is required, the Engineer may include that corrective Work in the Punchlist.
7. You shall remain solely responsible for the Project Site until the Project is completely operational, all Punchlist items have been corrected, and all operation and maintenance manuals have been accepted by the City.
8. The Engineer shall meet with you within 5 Working Days of notification that all Punchlist items are corrected. You shall complete the Punchlist within 30 Working Days, and Working Days will continue to be counted until Acceptance of the Project.

3-13.2 Acceptance. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall provide the completed, signed, and stamped DS-563 to the Engineer prior to Acceptance.
2. You shall deliver the final As-builts and final billing prior to Acceptance.
3. You shall assemble and deliver to the Engineer a Final Summary Report and Affidavit of Disposal prior to Acceptance.
4. Acceptance shall occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, you have fully performed the Contract, the Engineer will recommend to the City Engineer that your performance of the Contract be accepted. You shall receive notification of Acceptance in writing from the Owner and counting of working days shall cease and Warranty begins.
5. Retention can be released 35 Calendar Days after NOC. Submit your request for retention to the Resident Engineer and they will mail to you a "Release of Claims" form which shall be completed and returned before the retention will be released.

3-13.3 Warranty. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City has Beneficial Use or takes Occupancy of the project earlier (excluding water, sewer, and storm drain projects).

2. You shall warranty the Work free from all latent defects for 10 years and patent defects for a period of 4 years.
3. The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of the Engineer in writing.
4. All express warranties from Subcontractors, manufacturers', or Suppliers', of any tier, for the materials furnished and Work performed shall be assigned, in writing, to the City, and shall be delivered to the Engineer prior to the Acceptance of your performance of the Contract.
5. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If you fail to make such replacements or repairs within the time specified in the notice, the City may perform the replacement or repairs at your expense. If you fail to reimburse the City for the actual costs, your Surety shall be liable for the cost
6. Items that shall be warranted free from defective workmanship and materials for a period longer than 1 year are as follows:

Specified Item	Minimum Warranty Period
Detectable Warning Tile Construction	3 Years of Manufacturer's Warranty
All Work Under SECTION 500 - PIPELINE REHABILITATION	3 Years
Fiber Optic Interconnect Cables	2 Years
Luminaires*	10 Years of Manufacturer's Warranty
LED Signal Modules	3 Years of Manufacturer's Warranty
Field Devices Associated with 700-6.3, "Adaptive Control Note"	See 700-6.3.9, "Warranty"

* Provide documentation verifying that the induction luminaire models being offered for the Project are covered by the 10 year warranty.

7. If installed, you shall provide the City and property owner a copy of the manufacturer's warranty for private sewer pumps, including the alarm panel and all other accessories.
 - a) You shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.

- b) Nothing in here is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
 - c) The warranty shall include all components. The form of the warranty shall be approved by the Engineer in accordance with 3-13.3.2, "Warranty Format Requirements".
8. If, during the warranty period, any item of the Work is found to be Defective Work, you shall correct it promptly after receipt of written notice from the City to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

SECTION 4 - CONTROL OF MATERIALS

4-3.6 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.

4-6 TRADE NAMES. To the "WHITEBOOK", ADD the following:

- 11. 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 Bidder** and on the City's Product Submittal Form available at:

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

SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES

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

5-4 INSURANCE.

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

5-4.1 Policies and Procedures.

- 1. You shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.

3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.
4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.
5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2 Types of Insurance.

5-4.2.1 Commercial General Liability Insurance.

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

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

5-4.2.2 Commercial Automobile Liability Insurance.

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

5-4.2.5 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.

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

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

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

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

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured.

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

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

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

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

5-4.5.2 Commercial Automobile Liability Insurance.

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

5-4.5.5 Builders Risk Endorsements.

5-4.5.5.1 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.

5-4.5.5.2 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.

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

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

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

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

5-4.10 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.

5-4.11 Workers' Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of §3700 of the California Labor Code, you shall provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials,

and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.

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

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

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

5-4.11.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

5-10.2.1 Public Notice by Contractor. To the "WHITEBOOK", items 2 and 3, DELETE in its entirety and SUBSTITUTE with the following:

2. No less than 5 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders within a minimum 300-foot (90 m) radius of the Project. Verbal and written notifications shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall also be sent to the Resident Engineer. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record to the Engineer upon request. You shall identify all other critical facilities that need to be notified.
3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
 - a) Where Work is to be performed at least Working 5 Working Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b) Within 5 Working Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.

- c) 72 hours in advance of the scheduled resurfacing.

To the "WHITEBOOK", ADD the following:

- 9. Door hangers shall include the funding source if project is funded in part by State Gas Tax Revenue (SB1). **See Appendix K - Sample of Public Notice (SB1 FUNDED ONLY).**

5-13 ELECTRONIC COMMUNICATION. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. PROCORE shall be used on this Contract.
- 2. You shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs including the Weekly Statement of Working Days (WSWD), Storm Water, and transmittals to the PROCORE website established for the Projects. This shall not supersede any Federal requirements.
- 3. Maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule.
- 4. Review and act on all communications addressed to you in the VPM project website.
- 5. A user's guide to the VPM system is available on the City's website and shall be provided to you at the Pre-construction Meeting. Refer to the VPM training videos and forms at the location below:

<https://www.sandiego.gov/publicworks/edocref>
- 6. Submit the Sensitive Information Authorization Acknowledgement Form and VPM User Agreement located in the VPM user's guide at the Pre-construction Meeting.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the "WHITEBOOK", item 1, subsection "e" and "s", DELETE in its entirety and SUBSTITUTE with the following:

- e) Monthly progress payments are contingent upon the submittal of an updated Schedule to the Engineer. The Engineer may refuse to process the whole or part of any monthly payment if you refuse or fail to provide an acceptable schedule.
- s) Submit an updated cash flow forecast with every pay request (for each Project ID or WBS number provided in the Contract) 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.

- i. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.
- ii. See also the “Cash Flow Forecast Example” at the location below:
<https://www.sandiego.gov/ecp/edocref/>

To the “WHITEBOOK”, ADD the following:

3. The **120 Calendar Day** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, “MAINTENANCE AND PLANT ESTABLISHMENT”.

6-1.5.2 Excusable Non-Compensable Delays. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

6-1.5.2 Excusable Non-Compensable and Concurrent Delays.

1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-4.2, “Extensions of Time” for the following circumstances:
 - a) Delays resulting from Force Majeure.
 - b) Delays caused by weather.
 - c) Delays caused by changes to County, State, or Federal law.
2. When a non-excusable delay is concurrent with an Excusable Delay, you shall not be entitled to an extension of Contract Time for the period the non-excusable delay is concurrent with the Excusable Delay.
3. When an Excusable Non-Compensable Delay is concurrent with an Excusable Compensable Delay, you shall be entitled to an extension of Contract Time, but shall not be entitled to compensation for the period the Excusable Non-Compensable Delay is concurrent with the Excusable Compensable Delay.

6-4.2 Extensions of Time. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract Time shall not be modified except by Change Order.
2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.

- a) If you believe this event requires a Change Order, you shall submit a **written Change Order request with a report** to the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.
3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.5, "Excusable Delays" unless you demonstrate, through an analysis of the critical path, the following:
- a) The event causing the delay impacted the activities along the Project's critical path.
 - b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence and that all project float has been used.
4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within **30 Calendar Days** after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
- a) Your protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims".

6-4.4 Written Notice and Report. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-4.2, "Extensions of Time", will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

ADD:

6-6.1.1 Environmental Document.

- 1. The City of San Diego has prepared a **Final Mitigated Negative Declaration for Torrey Pines Fire Station, (NEW FIRE STATION at UCSD)**, Project No. **619013**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Final Mitigated Negative Declaration** as set forth in **Appendix A**.

2. Compliance with the City's environmental document shall be included in the Contract Price.

6-6.2.1 Archaeological and Native American Monitoring Program. To the "WHITEBOOK", ADD the following:

4. You shall retain a qualified archaeologist and Native American Monitor for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the archaeologist and Native American monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 3-5, "INSPECTION" for details.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.1 General. To the "GREENBOOK" and "WHITEBOOK", paragraph (8), DELETE in its entirety and SUBSTITUTE with the following:

If, within the time fixed by law, a properly executed notice to stop payment is filed with the City, due to your failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment in accordance with applicable laws.

To the "WHITEBOOK", ADD the following:

1. Unless specified otherwise, the Contract Price includes use, consumer, and other taxes mandated by applicable requirements.
2. As provided in §7105 of the California Public Contract Code, if the Contract is not financed by revenue bonds, you are not responsible for the cost of repairing or restoring damage to the Project when damage was proximately caused by an act of God, in excess of 5% of the Contract Price, if the following occur:
 - a) The Project damaged was built in accordance with the Contract requirements.
 - b) There are no insurance requirements in the Contract for the damages.

7-3.2 To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The Final Payment, which is the release of Retention, shall be paid to you after you have successfully submitted the following required documents:
 - a) An affidavit that payrolls and bills for materials, equipment, and other indebtedness connected with the Work for which the City or the City's property might be responsible for or encumbered by.

- b) A certificate evidencing that insurances required by the Contract Documents shall remain in force after Final Payment is currently in effect and shall not be canceled or allowed to expire until at least a 30 Calendar Days prior written notice has been given to the Engineer.
- c) Consent of Surety to Final Payment.
- d) If required by the Engineer, other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, claims, and security interests or encumbrances arising out of the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the City, you may furnish a bond satisfactory to the Engineer to indemnify the City against such lien.
- e) If required in the Contract Documents, the successful completion and submittal of the required reports such as construction demolition, waste recycling, and hydrostatic discharge reports.
- f) Required EOCP Final Summary Report in accordance with Section 0-12, "Contract Records and Reports", record drawings, operations manuals, test reports, warranty documentation, and UL labels shall be submitted before requesting the release of retention.
- g) Acceptance of the completed Project by the asset owning Department.

To the "WHITEBOOK", ADD the following:

- 2. Submit an invoice for payment after you successfully complete the required documents and the City will pay the invoice within 30 Calendar Days. The City will pay 6% annually for late retention payments.

7-3.2.1 Application for Progress Payment. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. The City shall not pay progress or partial payments until you submit to the Engineer an acceptable updated Schedule. It is solely your responsibility to prepare and submit the Schedule updates.

7-3.2.2 Amount of Progress Payments. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. The City will pay 6% annually for late progress payments.
- 2. Progress payments will be considered "late" if the following occur:
 - a) The City does not pay the contractor within 30 Calendar Days from receipt of an undisputed and properly submitted invoice. A properly submitted payment invoice means that the City has approved for payment the entire invoice amount or if the Resident Engineer has

not disputed any portion of the application within 7 Calendar Days of the date of submission.

b) The application for payment does not require signing of a Contract Change Order.

3. The Engineer may withhold payment for any of the following reasons:

a) Defective or incomplete Work.

b) Not providing an updated and accurate Cost Loaded Construction Schedule in accordance with 6-1.1, "Construction Schedule".

c) Stop notices, wage orders, or other withholdings required by Applicable Law. Your failure to comply with 5-3.3, "Payroll Records" and the Contractor Registration and Electronic Reporting System requirements of the Contract Documents.

4. The Engineer may back charge the contract for any of the following reasons:

a) Defective or incorrect Work not remedied.

b) Damage to City property or a third party's property that was caused by you.

c) Liquidated Damages.

7-3.2.3 Waiver of Claims at Final Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your acceptance of Final Payment constitutes a waiver of affirmative Claims by you, except those previously made in writing and identified as unsettled at the time of Final Payment.

7-3.2.4 Withholding of Payment and Back Charge. To the "WHITEBOOK", DELETE in its entirety.

7-3.4.1 Payment. To the "WHITEBOOK", ADD the following:

4. The cost for mobilization excludes the costs for all mobilization and demobilization Work associated with each paving phase. The costs for all mobilization and demobilization Work associated with each paving phase shall be paid in accordance with 306-1.2.1, "Payment".

7-3.5.1 General. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Unit Bid prices shall not be subject to adjustment regardless of quantity used, or if none is used, for the following Bid items:

a) imported backfill

- b) shoring
 - c) water services
 - d) house connection sewers
 - e) water pollution control items
2. Upon discovery and prior to the Work, you shall notify the Resident Engineer if there is a change in Bid item quantity that increases the total Contract Price by 5% or \$100,000 or more, whichever is less.

SECTION 203 – BITUMINOUS MATERIALS

203-6.3.1 General. To the “WHITEBOOK”, ADD the following:

3. Asphalt concrete for Job Mix Formula (JMF) and Mix Designs shall be Type III and shall not exceed 15% RAP.

SECTION 301 – SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

301-1.6 Preparatory Repair Work. To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to the placement of any asphalt concrete or application of slurry, you shall complete all necessary preparation and repair Work and shall obtain approval by the Resident Engineer.

ADD the following:

13. Asphalt concrete shall be Type III and shall not exceed 15% RAP in accordance with 203-6.3.1, “General”.

SECTION 302 – ROADWAY SURFACING

302-4.5 Scheduling, Public Convenience and Traffic Control. To the “GREENBOOK”, paragraphs (1) and (2), DELETE in its entirety and SUBSTITUTE with the following:

1. In addition to the requirements of Part 6, you shall comply with the following:
- a) At least 5 Working Days prior to commencing the Work, you shall submit your proposed Schedule to the Engineer for approval.
 - b) Based upon the approved schedule, you shall notify residents and businesses of the Work and post temporary “No Parking” signs 72 hours in advance.
 - c) Requests for changes in the approved Schedule shall be submitted to the Engineer for approval at least 3 Working Days before the street is scheduled to be sealed.

302-4.12.2 **Application.** To the “WHITEBOOK”, item 1, ADD the following:

- c) RPMS shall only be placed when ambient temperature is 50° F or higher.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

**ADD:
306-1.2**

Phased Paving.

1. You shall implement phased paving, when directed and approved by the Engineer.
2. The Engineer will notify you when you can proceed with phased paving Work. Each phase shall be completed within **90 Calendar Days** after the Engineer’s notification. Plan and schedule your Work accordingly to ensure each phase is complete.
3. When Phased Paving is initiated, the following Work shall be completed within the determined areas:
 - a) Installation of mains and appurtenances.
 - b) Operational checks and testing.
 - c) Mains are in service.
 - d) Trench restoration.
 - e) Road surface preparatory Work.
 - f) Installation of concrete sidewalks and curb ramps.
 - g) Adjustments of gate valves and manholes, survey monuments and utility boxes.
4. You may propose to change the limits of the determined phasing, in writing, for the Engineer’s review and approval. If approved, there shall be no additional costs to the City. No additional Working Days will be granted for delays due to the City’s review and approval of your proposed change and due to the implementation of that proposed change.
5. You may use multiple crews to complete each phase of paving.

**ADD:
306-1.2.1**

Payment.

1. The payment for all Work associated with Phased Paving shall be included in the Lump Sum Bid item for “Phased Paving”. This payment shall include the costs for all mobilization and demobilization for resurfacing and striping associated with each paving phase regardless of the paving operation and number of operations. No additional payment shall be made regardless of the number of mobilizations and demobilizations required to complete that phase.

306-7.8.2.1 **General.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. Pressure testing of pipe and fittings at the lowest elevation shall be performed at 150% of the specified test pressure and no less than 100% of the specified test pressure at the highest elevation.
 - a) Specified test pressure for Class 235 pipe shall be 150 psi and is tested at 225 psi.
 - b) Specified test pressure for Class 305 pipe shall be 200 psi and is tested at 300 psi.

SECTION 402 - UTILITIES

402-2 **PROTECTION.** To the "WHITEBOOK", item 2, ADD the following:

- g) Refer to **Appendix L - Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

402-6 **COOPERATION.** To the "GREENBOOK", ADD the following:

1. Notify SDG&E at least 10 Working Days prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

SECTION 601 - TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-2.1.2 **Engineered Traffic Control Plans (TCP).** To the "WHITEBOOK", ADD the following:

5. Engineered TCP (2 foot x 3 foot size) shall be required for the following areas:
 - a) [North Torrey Pines Rd and Genesee Avenue]

601-2.1.4 **Traffic Control for Resurfacing and Slurry Sealing.** To the "WHITEBOOK", item 3, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) Place "NO PARKING - TOW-AWAY ZONE" signs 72 hours in advance of the scheduled slurry sealing. Reschedule street block segments which are not completed by the last posted Working Day. If a Work delay of 48 hours or more occurs from the originally scheduled Work date, remove the "NO PARKING - TOW-AWAY ZONE" signs for a minimum of 24 hours, then reset and re-post for the appropriate Work date.

601-3.5.1 General. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. Temporary "No Parking" and "No Stopping" signs shall be installed 72 hours before enforcement. Temporary "No Parking" and "No Stopping" signs shall be installed and removed as specified in the Special Provisions. Signs shall indicate specific days, dates, and times of restrictions. If violations occur, call Police Dispatch 619-531-2000 to enforce the Tow-Away notice.

601-3.6 Channelizing Devices. To the "WHITEBOOK", item 4, Barricades, ADD the following:

- h) You shall place "OPEN TRENCH" signs (C27(CA)) on Type 3 Barricade within the construction Work zone, ahead of any Work areas with open trenches that are greater than 3 inches in depth, in accordance with California MUTCD SECTION 6F.103 (CA). The barricades shall be placed in a continuous manner and shall prevent pedestrian, vehicular, and biker access to the open trench area.

SECTION 802 – NATIVE HABITAT PROTECTION, INSTALLATION, MAINTENANCE, AND MONITORING

802-2.1 Project Biologist. To the "WHITEBOOK", ADD the following:

5. The City will retain a qualified Project Biologist to perform biological monitoring Work for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the Project Biologist.

SECTION 901 – INSTALLATION AND CONNECTION

901-1.1 General. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The Engineer will coordinate all interactions between you and the City Water Operations Division, the City Water Quality Laboratory, and other City organizations. Upon your request, the Engineer shall notify the City's Public Utilities Department's staff as noted below which shall be required at least 20 Working Days prior to the beginning of Work that involves shutting down pipelines, high-lining, cutting and plugging of, or making connection to the existing water mains.
 - a) Transmission Mains (16 inches and larger) – Jesus Ramos (619-527-7438)
 - b) Distribution Mains (less than 16 inches) – (619-527-7539)
 - c) Water Facilities – Tatyana Fikhman (619-527-7465) and Jesus Ramos (619-527-7438)

901-1.1.2.2 Start-up Procedures. To the "WHITEBOOK", item 2, subsection "j", DELETE in its entirety and SUBSTITUTE with the following:

- j) In the event that the high-line piping system fails to pass the required bacteriological testing, you will be expected to help investigate and perform corrective actions if warranted by the findings and you shall re-flush and re-disinfect the lines for re-testing at no additional cost to the City. Disposal of chlorinated water for retesting shall be in accordance with the City standards and regulations. Indiscriminate disposal of chlorinated water shall not be permitted.

901-2.2.1 General. To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:

- 5. The Engineer will coordinate all interactions between you and the City Water Operations Division, the City Water Quality Laboratory, and other City organizations. Upon your request, the Engineer shall notify the City's Public Utilities Department as noted below which shall be required at least 20 Working Days prior to the beginning of Work that involves shutting down pipelines, high-lining, cutting and plugging of, or making connection to the existing water mains.
 - a) Transmission Mains (16 inches and larger) – Jesus Ramos (619-527-7438)
 - b) Distribution Mains (less than 16 inches) – (619-527-7539)
 - c) Water Facilities – Tatyana Fikhman (619-527-7465) and Jesus Ramos (619-527-7438)

901-2.2.4 Preparation for Connection. To the "WHITEBOOK", item 7 and 8, DELETE in its entirety and SUBSTITUTE with the following:

- 7. Upon receiving notification of a shutdown date by City Water Operations Division for your planned connection, you shall trench and steel plate the pit(s) necessary to make the connection(s) prior to the start of the scheduled shutdown to facilitate an expedient connection to the existing main. Shutdown of the water main and connection shall be completed within the timeline agreed upon and as specified by City Water Operations staff so that water is restored in accordance with the shutdown notification and as needed for operation of the water system.
- 8. If you anticipate connection operations exceed the time as identified in the notification, causes health and safety risks, or disrupts water services to the consumers, you shall notify the Engineer and the City's Station 38 at (619) 527-7500 as soon as possible for assistance to provide potable water and temporary high-lines to restore water to the affected consumers.

To the "WHITEBOOK", ADD the following:

12. After the connection operation (for mains or services), you shall request the Engineer notify City Water Laboratory take water samples for bacteriological tests in accordance with Section 7 of the AWWA C651. If the test does not pass, you will be expected to help investigate and perform corrective actions if warranted by the findings.
13. Bacteriological Testing (Bac-T) sample results are valid only for 14 Calendar Days from the date the results are first made available. If any system is not placed into service within the 14 Calendar Days, then bacteriological testing shall be reinitiated.

901-2.3.4.1 Quality Control. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. After the cut and plug operation, the water main and its appurtenances shall be disinfected and field tested by you in accordance with the latest edition of AWWA C651. You shall also request the Engineer to notify the City Water Laboratory to take water samples for bacteriological tests in accordance with Section 7 of the AWWA C651. If the test does not pass, you will be expected to help investigate and perform corrective actions if warranted by the findings.

901-2.5 Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your Work for connecting to the existing system (cut-in or tie-in Work), excluding new main interconnections between various phases, shall be paid under the "Construction" Bid item for the connection (cut-in or tie-in Work) and shall include the following:
 - a) Trenching, furnishing, and installing all materials and labor to complete the Work, including up to 10 feet of new water pipe
 - b) Potholing
 - c) Protecting the water main while performing the Work
 - d) Coordinating your Work with the City Forces
 - e) Coordinating with the community (community outreach)
 - f) Traffic control and construction BMPs
 - g) Pavement Restoration
2. Cut and plug Work of the existing system by you shall be paid under the "Construction" Bid item and shall include coordination of Work with City Forces, any scheduling impact costs, community outreach, furnishing and installing of materials, and traffic control. Potholing and protecting the water main while performing the Work shall be included in this payment.

3. Traffic control, saw cutting the trench area, trench caps, and other spot repairs in the vicinity of the disturbed area at each restored connection shall be included in the "Construction" Bid item. Asphalt overlay, slurry seal Work, interconnections between various phases of newly installed watermains and any construction required described in Attachment A Scope of Work shall be paid for under the "Construction" Bid item. No additional payment shall be made.

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

1001-1 GENERAL. To the "WHITEBOOK", ADD the following:

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

1001-2.10 BMP Inspection, Maintenance, and Repair. To the "WHITEBOOK", ADD the following:

5. Maintenance activities shall be documented by the QSP or QSD in the Construction BMP Maintenance Log for projects subject to SWPPP requirements. See **Appendix J - SWPPP Construction BMP Maintenance Log**.

1001-3.7 Payment. To the "WHITEBOOK", item 3, subsection "g", DELETE in its entirety and SUBSTITUTE with the following:

- g) BMP Inspection, Maintenance, Repair, and Construction BMP Maintenance Log.
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SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A
FINAL MITIGATED NEGATIVE DECLARATION

FINAL

MITIGATED NEGATIVE DECLARATION

Project No. 619013

SCH No. 2018061017

SUBJECT: NEW FIRE STATION at UCSD. CITY COUNCIL APPROVAL of two agreements being negotiated currently: (1) Fire Station Purchase and Sale Agreement; and (2) the Authorization for the Mayor to execute the Option to Purchase Agreement for the Torrey Pines Center South (TPCS); Acceptance of funds from UCSD for construction of the fire station, associated site improvements, and off-site/right-of-way improvements (ROW) within North Torrey Pines Road, including utility connections/relocations; Approval to add the New Fire Station at UCSD as a Capital Improvement Project (CIP) and create a WBS number; Approval of a consultant contract for the preparation of bridging documents for the Fire Station and associated on-site and off-site/ROW improvements so that the project can be put out to bid; Approval of a design-build construction contract for Fire Station and associated on-site and off-site/ROW improvements within North Torrey Pines Road, including utility connections/relocations to allow for future issuance of Ministerial Construction Permits (Building and ROW permits), and future submittal to the California Coastal Commission for a Coastal Development Permit (CDP) in accordance with the State Coastal Act, respectfully “the Associated Discretionary Actions”.

After approval of the above discretionary actions, preparation and review of bridging documents would be processed, finalized and approved through the City’s Public Works Department Plan Check review process. A design-build contractor would be hired to implement the plans, obtain ministerial permits, and begin construction activities at the site, including construction staging and implementation of a traffic control plan. The project would require demolition of an existing tennis court, ornamental landscaping and grading to allow for future construction of the fire station (approximately 10,500 square foot, LEED certified building) and associated site improvements (on-site and off-site), such as but not limited to, site lighting, fire alarm systems, new drought tolerant landscaping, hardscape improvements (i.e., walkways, standard and ADA parking, retaining walls, etc.), utility connections/relocations, storm water run-off Best Management Practices (BMPs), roadway improvements to allow for ingress and egress of fire apparatus and privately-owned vehicles, and possible median modifications. Other project features would include emergency generator, flagpole, mailbox, fire hydrant, signage, security fencing, trash enclosures, fueling station, truck wash area, and hose drying area.

This project is being implemented to meet the gap in coverage at the UCSD campus as identified in the San Diego Fire-Rescue Department Standards of Response Cover Review prepared by Citygate Associates, LLC (Citygate) in February 2017.

The proposed project site is located on the east side of North Torrey Pines Road, south of Genesee Avenue and contiguous with the University of California, San Diego (UCSD) in the University Community Planning Area, in the northwest region of the City of San Diego.

Applicant: City of San Diego, Real Estate Assets Department on behalf of the Fire-Rescue Department

- I. PROJECT DESCRIPTION: See attached Initial Study.
- II. ENVIRONMENTAL SETTING: See attached Initial Study.
- III. DETERMINATION:

The City of San Diego conducted an Initial Study which determined that the proposed projects could have a significant environmental effect in the following areas(s): **Historical Resources (Archaeological and Tribal Cultural Resources) and Paleontological Resources**. The project proposal requires the implementation of specific mitigation identified in Section V of this Mitigated Negative Declaration (MND).

The project as presented avoids or mitigates the potentially significant environmental effects identified, and the preparation of an Environmental Impact Report (EIR) would not be required.

- IV. DOCUMENTATION:

The attached Initial Study documents the reasons to support the above Determination.

- V. MITIGATION, MONITORING AND REPORTING PROGRAM:

A. GENERAL REQUIREMENTS – PART I
Plan Check Phase (prior to permit issuance)

- 1. Prior to the issuance Bid Opening/Bid Award or beginning any construction related activity on-site, the Development Services Department (DSD) Director’s Environmental Designee (ED) shall review and approve all Construction Documents (CD), (plans, specification, details, etc.) to ensure the MMRP requirements have been incorporated.
- 2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, “ENVIRONMENTAL/MITIGATION REQUIREMENTS.”
- 3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

<http://www.sandiego.gov/development-services/industry/information/standtemp.shtml>
- 4. The **TITLE INDEX SHEET** must also show on which pages the “Environmental/Mitigation Requirements” notes are provided.

B. GENERAL REQUIREMENTS – PART II
Post Plan Check (After permit issuance/Prior to start of construction)

- 1. **PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.** The PERMIT HOLDER/OWNER is responsible to arrange and perform this meeting by contacting the CITY RESIDENT ENGINEER (RE) of the Field Engineering Division and City staff from MITIGATION

MONITORING COORDINATION (MMC). Attendees must also include the Permit Holder's Representative(s), Job Site Superintendent and the following consultants:

**Archaeological Consultant/Monitor
Native American Kumeyaay Consultant/Monitor
Paleontological Consultant/Monitor**

Note: Failure of all responsible Permit Holder's representatives and consultants to attend shall require an additional meeting with all parties present.

CONTACT INFORMATION:

- a) The PRIMARY POINT OF CONTACT is the RE at the **Field Engineering Division – 858-627-3200**
- b) For Clarification of ENVIRONMENTAL REQUIREMENTS, it is also required to call RE and MMC at **858-627-3360**

2. **MMRP COMPLIANCE:** This Project, Project Tracking System (PTS) **619013**, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's ED, MMC and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc.)

Note: Permit Holder's Representatives must alert RE and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts must be approved by RE and MMC BEFORE the work is performed.

3. **OTHER AGENCY REQUIREMENTS:** Evidence that any other agency requirements or permits have been obtained or are in process shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency. *Not Applicable for this project.*
4. **MONITORING EXHIBITS:** All consultants are required to submit, to RE and MMC, a monitoring exhibit on a 11x17 reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the specific areas including the **LIMIT OF WORK**, scope of that discipline's work, and notes indicating when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.
5. **OTHER SUBMITTALS AND INSPECTIONS:** The Permit Holder/Owner's representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

Document Submittal/Inspection Checklist		
Issue Area	Document Submittal	Associated Inspection/Approvals/Notes
General	Consultant Qualification Letters	Prior to Preconstruction Meeting
General	Consultant Construction Monitoring Exhibits	Prior to or at the Preconstruction Meeting
Archaeology	Archaeology Reports	Archaeology Site Observation
Tribal Cultural Resources	Included in Archaeology Reports	Tribal Monitoring Site Observation
Paleontology	Paleontological Reports	Paleontology Site Observation
Final MMRP		Final MMRP Inspection

C. SPECIFIC MMRP ISSUA AREA CONDITIONS/REQUIREMENTS

Historical Resources (Archaeology and Tribal Cultural Resources)

I. Prior to Permit Issuance or Bid Opening/Bid Award

A. Entitlements Plan Check

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the applicable department Environmental Designee shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the City plan check process.

B. Letters of Qualification have been submitted to Environmental Designee

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.
3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site-specific records search (1/4 Mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.

3. The PI may submit a detailed letter to MMC requesting a reduction to the ¼ mile radius.
- B. PI Shall Attend Precon Meetings
1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
 2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
 3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
 - b. The AME shall be based on the results of a site-specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
 - c. MMC shall notify the PI that the AME has been approved.
 4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
 5. Approval of AME and Construction Schedule
After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.**
 2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric

resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.

3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVSR). The CSVSR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.

C. Determination of Significance

1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. **Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.**
 - (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.
 - (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.

- (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way
- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:
1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.
 - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Discovery of Human Remains

If human remains are discovered, work shall halt in that area and no soil shall be exported off-site until a determination can be made regarding the provenance of the human remains; and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) shall be undertaken:

- A. Notification
 1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.
 2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.
- B. Isolate discovery site
 1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
 2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
 3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.
- C. If Human Remains **ARE** determined to be Native American
 1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.

2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
 3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
 4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
 5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
 - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
 - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
 - c. To protect these sites, the landowner shall do one or more of the following:
 - (1) Record the site with the NAHC;
 - (2) Record an open space or conservation easement; or
 - (3) Record a document with the County.
 - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.
- D. If Human Remains are **NOT** Native American
1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
 2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
 3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

V. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 2. The following procedures shall be followed.
 - a. No Discoveries
In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVr and submit to MMC via fax by 8AM of the next business day.
 - b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV - Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.

- c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III – During Construction and IV–Discovery of Human Remains shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
- 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

VI. Post Construction

A. Submittal of Draft Monitoring Report

- 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. **It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.**
 - a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with State of California Department of Parks and Recreation
The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City’s Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
- 2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
- 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
- 4. MMC shall provide written verification to the PI of the approved report.
- 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.

B. Handling of Artifacts

- 1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
- 2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.

C. Curation of artifacts: Accession Agreement and Acceptance Verification

- 1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.

2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
 3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
 5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

Paleontological Resources

I. Prior to Permit Issuance or Bid Opening/Bid Award

A. Entitlements Plan Check

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Environmental Designee shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate construction documents.

B. Letters of Qualification have been submitted to ADD

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site-specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions

concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.

- a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
 - b. The PME shall be based on the results of a site-specific records search as well as information regarding existing known soil conditions (native or formation).
 - c. MMC shall notify the PI that the PME has been approved.
4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
5. Approval of PME and Construction Schedule
After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

III. During Construction

A. Monitor Shall be Present During Grading/Excavation/Trenching

1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.**
2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
3. The monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSV's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.

C. Determination of Significance

1. The PI shall evaluate the significance of the resource.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.
 - (1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.
 - d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
 - (1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching Projects Only: If significance can not be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching Projects

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.

1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ, photographically drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the

Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.

- d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 2. The following procedures shall be followed.
 - a. No Discoveries
In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the CSV and submit to MMC via the RE via fax by 8AM on the next business day.
 - b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
 - c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM on the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

V. Post Construction

- A. Preparation and Submittal of Draft Monitoring Report
 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring,
 - a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with the San Diego Natural History Museum
The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.
 2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 4. MMC shall provide written verification to the PI of the approved report.
 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Fossil Remains

1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
 2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
 4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit two copies of the Final Monitoring Report to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

VI. PUBLIC REVIEW DISTRIBUTION:

Draft copies or notice of this Mitigated Negative Declaration were distributed to:

United States Government

MCAS Miramar (13/24)
 Fish & Wildlife Service (23)
 Army Corps of Engineers (26)

State of California

CALTRANS District 11 (31)
 Department of Fish & Wildlife (32)
 Cal EPA (37A)
 Department of Toxic Substances Control (39)
 California State Parks – Southern Service Center (40A)
 Natural Resources Agency (43)
 Regional Water Quality Control Board, Region 9 (44)
 State Clearinghouse (46A)
 Coastal Commission (47)
 California Department of Transportation – Division of Aeronautics (51A)
 Native American Heritage Commission (56)

County of San Diego

Air Pollution Control District (65)
 Planning & Development Services (68)
 Department of Environmental Health (75)

City of San Diego:

Mayor's Office
 Councilmember Barbara Bry – Council District 1
 Office of the City Attorney
 Real Estate Assets Department (Applicant)
 Fire-Rescue Department (Applicant)
 Planning Department
 Public Works Department

Development Services Department
Transportation & Storm Water Department
Environmental Services Department
Library Dept. - Gov. Documents (81)
University City Branch Library (81JJ)
North University City Branch Library (81JJJ)
La Jolla/Riford Branch Library (81L)

Other Groups and Individuals

Honorable Scott Peters, U.S. House of Representatives, District 52
Honorable Toni Atkins, California State Senate, 39th State District
Honorable Todd Gloria, California State Assembly, 78th State District
Honorable Kristen Gaspar, San Diego County Board of Supervisors, District 3
Honorable Ron Roberts, San Diego County Board of Supervisors, District 4
University City Community Planning Group (480)
University City Community Association (486)
UCSD Physical & Community Planning (482)
Chamber of Commerce (492)
La Jolla Shores Association (472)
La Jolla Town Council (273)
La Jolla Community Planning Association (275)
SANDAG (108)
San Diego County Regional Airport Authority (110)
San Diego Gas and Electric (114)
Metropolitan Transit System (112)
San Diego Unified School District (125)
UCSD Library (134)
La Jolla Light (142)
Jewish Community Center
La Jolla Country Day school
La Jolla Village Community Council
Veterans Affairs Medical Center
Scripps Memorial Hospital
Carmen Lucas (206)
South Coastal Information Center (210)
San Diego Archaeological Center (212)
San Diego Natural History Museum (213)
San Diego History Center (211)
Save our Heritage Organisation (214)
Ron Christman (215)
Clint Linton (215b)
Frank Brown (216)
Campo Band of Mission Indians (217)
San Diego County Archaeological Society (218)
Kumeyaay Cultural Heritage Preservation (223)
Kumeyaay Cultural Repatriation Society (225)
Native American Distribution (225 A-S)
 Barona Group of Capitan Grande Band of Mission Indians (225A)
 Campo Band of Mission Indians (225B)
 Ewiaapaayp Band of Mission Indians (225C)
 Inaja Band of Mission Indians (225D)
 Jamul Indian Village (225E)
 La Posta Band of Mission Indians (225F)
 Manzanita Band of Mission Indians (225G)

Sycuan Band of Mission Indians (225H)
Viejas Group of Capitan Grande Band of Mission Indians (225I)
Mesa Grande Band of Mission Indians (225J)
San Pasqual Band of Mission Indians (225K)
Ipai Nation of Santa Ysabel (225L)
La Jolla Band of Mission Indians (225M)
Pala Band of Mission Indians (225N)
Pauma Band of Mission Indians (225O)
Pechanga Band of Mission Indians (225P)
Rincon Band of Luiseno Indians (225Q)
San Luis Rey Band of Luiseno Indians (225R)
Los Coyotes Band of Mission Indians (225S)

VII. RESULTS OF PUBLIC REVIEW:

- () No comments were received during the public input period.
- () Comments were received but did not address the draft Mitigated Negative Declaration finding or the accuracy/completeness of the Initial Study. No response is necessary. The letters are attached.
- (X) Comments addressing the findings of the draft Mitigated Negative Declaration and/or accuracy or completeness of the Initial Study were received during the public input period. The letters and responses follow.

Copies of the draft Mitigated Negative Declaration, the Mitigation, Monitoring and Reporting Program and any Initial Study material are available in the office of the Planning Department for review, or for purchase at the cost of reproduction.



Myra Herrmann, Senior Planner
Planning Department

June 7, 2018
Date of Draft Report

August 31, 2018
Date of Final Report

Attachments:

Figure 1 – Location Map
Figure 2 – Project Location Aerial
Initial Study Checklist



EDMUND G. BROWN JR.
GOVERNOR

STATE OF CALIFORNIA
GOVERNOR'S OFFICE of PLANNING AND RESEARCH



KEV ALLEN
DIRECTOR

July 10, 2018

Myra Hermann
City of San Diego
9485 Aero Dr
San Diego, CA 92123

Subject: New Fire Station at UCSD
SCH#: 2018061017

Dear Myra Hermann:

A-1

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. The review period closed on July 9, 2018, and no state agencies submitted comments by that date. This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Please call the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process. If you have a question about the above-named project, please refer to the ten-digit State Clearinghouse number when contacting this office.

Sincerely,

Scott Morgan
Director, State Clearinghouse

1400 10th Street P.O. Box 3044 Sacramento, California 95812-3044
1-916-322-2318 FAX 1-916-558-3184 www.opr.ca.gov

STATE CLEARINGHOUSE (JULY 10, 2018)

A-1 Comment Noted.

**Document Details Report
State Clearinghouse Data Base**

SCH# 2018061017
Project Title New Fire Station at UCSD
Lead Agency San Diego, City of

Type MND Mitigated Negative Declaration
Description City Council approval of two agreements being negotiated currently: 1) fire station purchase and sale agreement; and 2) the authorization for the Mayor to execute the option to purchase agreement for the Torrey Pines Center South; acceptance of funds from UCSD for construction of the fire station, associated site improvements, and off-site/ROW improvements within North Torrey Pines Rd, including utility connections/relocations; approval to add the new fire station at UCSD as a capital improvement project and create a WBS number; approval of a consultant contract for the preparation of bridging documents for the fire station and associated on-site and off-site/ROW improvements so that the project can be put out to bid; approval of a design-build construction contract for fire station and associated on-site and off-site/ROW improvements within North Torrey Pines Rd, including utility connections/relocations to allow for future issuance of Ministerial Construction permits, and future submittal to the Coastal Commission for a coastal development permit in accordance with the State Coastal Act, respectfully the Associated Discretionary Actions.

Lead Agency Contact
Name Myra Hermann
Agency City of San Diego
Phone (619) 448-5372
Fax
Address 9485 Aero Dr
City San Diego **State** CA **Zip** 92123

Project Location
County San Diego
City San Diego, La Jolla
Region
Lat / Long 32° 53' 28" N / 117° 15' 05" W
Cross Streets Torrey Pines Scenic Dr
Parcel No.
Township 15S **Range** 4W **Section** 25 **Base** SB, Del

Proximity to:
Highways I-5
Airports
Railways Atchison Topeka & Santa Fe
Waterways Pacific Ocean (west)
Schools UCSD
Land Use PF/Institutional/RS-1-14 within the coastal overlay zone

Project Issues Aesthetic/Visual; Air Quality; Archaeologic-Historic; Coastal Zone; Drainage/Absorption; Geologic/Seismic; Soil Erosion/Compaction/Grading; Toxic/Hazardous; Traffic/Circulation; Water Quality; Landuse; Cumulative Effects

Reviewing Agencies Resources Agency; California Coastal Commission; Department of Fish and Wildlife, Region 5; Cal Fire; Department of Parks and Recreation; Department of Water Resources; California Highway Patrol; Caltrans, District 11; Regional Water Quality Control Board, Region 9; Department of Toxic Substances Control; Native American Heritage Commission; Public Utilities Commission; State Lands Commission; San Diego River Conservancy

Date Received 06/08/2018 **Start of Review** 06/08/2018 **End of Review** 07/09/2018

Note: Blanks in data fields result from insufficient information provided by lead agency

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San Diego County Archaeological Society, Inc.

Environmental Review Committee

17 June 2018

To: Ms. Myra Herrmann
Planning Department
City of San Diego
Suite 1200, East Tower, MS413
1010 Second Avenue
San Diego, California 92101

Subject: Draft Mitigated Negative Declaration
New Fire Station at UCSD

Dear Ms. Herrmann:

I have reviewed the subject DMND on behalf of this committee of the San Diego County Archaeological Society.

B-1

Based on the information contained in the DMND and the cultural resources report prepared by Helix Environmental, we agree with the impact analysis and conclusion that no mitigation measures are required. We note that the City is requiring its standard archaeological and Native American monitoring program.

SDCAS appreciates participating in the environmental review process for this project.

Sincerely,


James W. Royle, Jr., Chairperson
Environmental Review Committee

cc: Helix Environmental
SDCAS President
File

P.O. Box 81108 San Diego, CA 92135-1108 (858) 538-0935

SAN DIEGO COUNTY ARCHEOLOGICAL SOCIETY (JUNE 17, 2018)

B-1 Comment noted.



P.O. Box 908
Alpine, CA 91903
#1 Viejas Grade Road
Alpine, CA 91901

Phone: 6194453810
Fax: 6194453337
viejas.com

June 18, 2018

Myra Herrmann
Environmental Planner
City of San Diego Planning Dept.
9485 Aero Drive, MS 413
San Diego, CA 92123

RE: New Fire Station at UCSD

Dear Ms. Herrmann,

The Viejas Band of Kumeyaay Indians ("Viejas") has reviewed the proposed project and at this time we have determined that the project site has cultural significance or ties to Viejas.

B-2

Viejas Band request that a Kumeyaay Cultural Monitor be on site for ground disturbing activities to inform us of any new developments such as inadvertent discovery of cultural artifacts, cremation sites, or human remains.

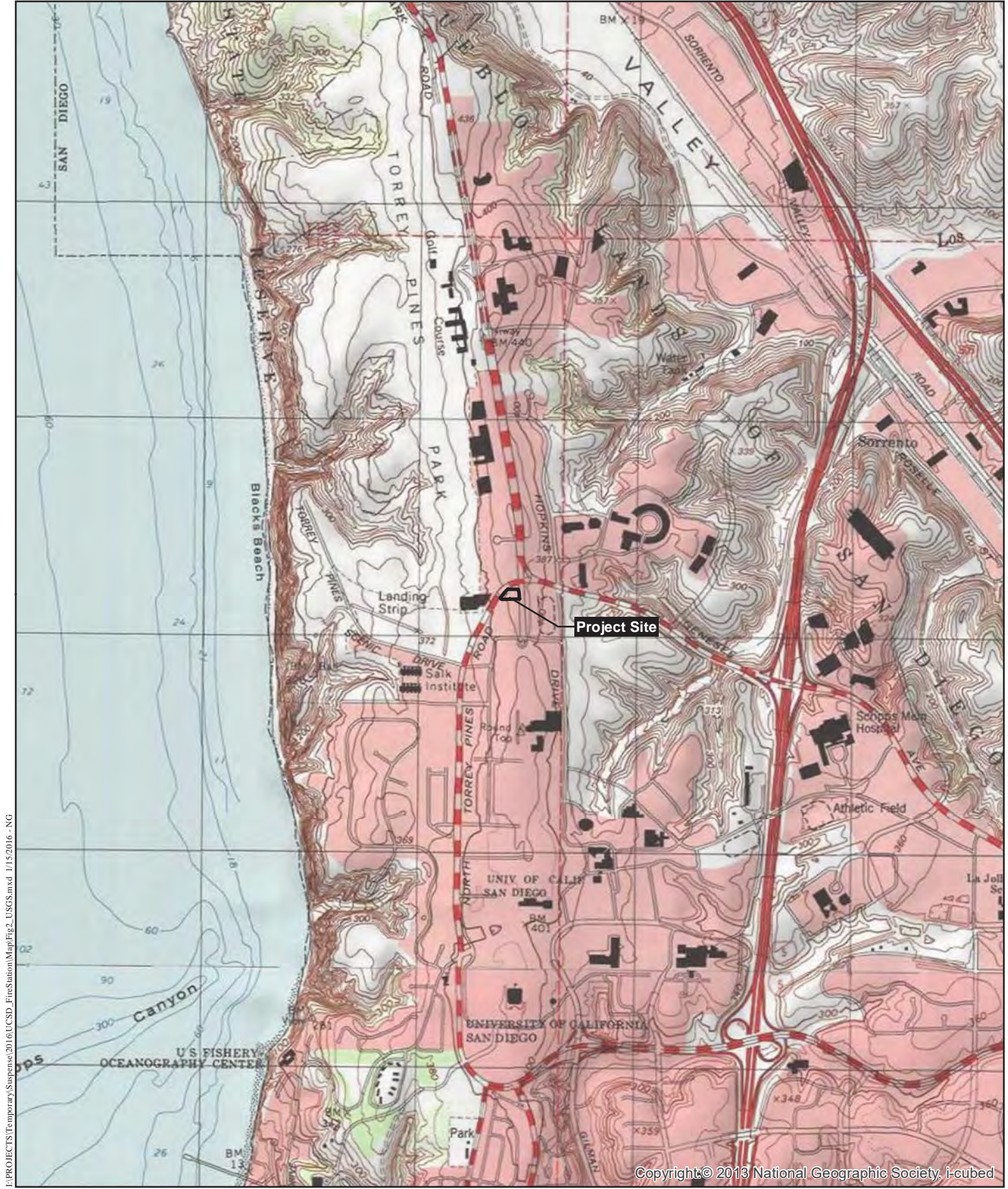
Please call me at 619-659-2312 or Ernest Pingleton at 619-659-2314 or email, rteran@viejas-nsn.gov or epingleton@viejas-nsn.gov for scheduling. Thank you.

Sincerely,

Ray Teran, Resource Management
VIEJAS BAND OF KUMEYAAY INDIANS

VIEJAS TRIBAL GOVERNMENT (JUNE 18, 2018)

B-2 Comment noted. As noted in the Final MND, a Native American (Kumeyaay) monitor will be on-site to monitor any ground disturbing activities associated with project implementation.



I:\PROJECTS\Temporary\Suspense\2016\UCSD_FireStation\Map\Fig2_USGS.mxd 1/15/2016 - NG

Copyright © 2013 National Geographic Society, i-cubed

Project Location (USGS Topography)

NEW FIRE STATION AT UCSD





Project Location Aerial
New Fire Station at UCSD
City of San Diego – Planning Department

FIGURE
No. 2

INITIAL STUDY CHECKLIST

1. Project Title/Project Number: New Fire Station at UCSD / Project No. 619013
2. Lead agency name and address: City of San Diego, Planning Department, 9485 Aero Drive, MS 413, San Diego, CA 92123-1801
3. Contact person and phone number: Myra Herrmann, Senior Planner. (619) 446-5372
4. Project location: On the east side of North Torrey Pines Road, south of Genesee Avenue and contiguous with the University of California, San Diego (UCSD) in the University Community Planning Area, in the northwest region of the City of San Diego.
5. Project Applicant/Sponsor's name and address: City of San Diego, Real Estate Assets Department on behalf of the San Diego Fire-Rescue Department, 1200 3rd Avenue, Suite 1700, MS 51A, San Diego, CA 92101, Roswitha Sanchez, (619) 236-6721.
6. General Plan designation: Public Facilities/Institutional
7. Zoning: RS-1-14 (Residential) within the Coastal Overlay Zone.
8. Description of project (Describe the whole action involved, including but not limited to, later phases of the project, and any secondary, support, or off-site features necessary for its implementation.): **CITY COUNCIL APPROVAL of two agreements being negotiated currently: (1) Fire Station Purchase and Sale Agreement; and (2) the Authorization for the Mayor to execute the Option to Purchase Agreement for the Torrey Pines Center South (TPCS); Acceptance of funds from UCSD for construction of the fire station, associated site improvements, and off-site/right-of-way improvements (ROW) within North Torrey Pines Road, including utility connections/relocations; Approval to add the New Fire Station at UCSD as a Capital Improvement Project (CIP) and create a WBS number; Approval of a consultant contract for the preparation of bridging documents for the Fire Station and associated on-site and off-site/ROW improvements so that the project can be put out to bid; Approval of a design-build construction contract for Fire Station and associated on-site and off-site/ROW improvements within North Torrey Pines Road, including utility connections/relocations to allow for future issuance of Ministerial Construction Permits (Building and ROW permits), and future submittal to the California Coastal Commission for a Coastal Development Permit (CDP) in accordance with the State Coastal Act, respectfully “the Associated Discretionary Actions”. After approval of the above discretionary actions, preparation and review of bridging documents would be processed, finalized and approved through the City’s Public Works Department Plan Check review process. A design-build contractor would be hired to implement the plans, obtain ministerial permits, and begin construction activities at the site, including construction staging and implementation of a traffic control plan. The project would require demolition of an existing tennis court, ornamental landscaping and grading to allow for future construction of the fire station (approximately 10,500 square foot, LEED certified building) and associated site improvements (on-site and off-site), such as but not limited to, site lighting, fire alarm systems, new drought tolerant landscaping, hardscape improvements (i.e., walkways, standard and ADA parking, retaining walls, etc.), utility connections/relocations, storm water run-off Best Management Practices (BMPs), roadway improvements to allow for ingress and egress of fire**

apparatus and privately-owned vehicles, and possible median modifications. Other project features would include emergency generator, flagpole, mailbox, fire hydrant, signage, security fencing, trash enclosures, fueling station, truck wash area, and hose drying area.

This project is being implemented to meet the gap in coverage at the UCSD campus as identified in the San Diego Fire-Rescue Department Standards of Response Cover Review prepared by Citygate Associates, LLC (Citygate) in February 2017.

9. Surrounding land uses and setting: Within the northernmost portion of the Recreation and Intramural Athletic Area (RIMAC) on the campus of UCSD; approximately 900 feet to the east across North Point Lane from the Spanos Athletic Training Facility, 200 feet to the west across North Torrey Pines Road from the Torrey Pines Center North and Torrey Pines Center South office buildings, and approximately 700 feet to the south of The Village at Torrey Pines UCSD student housing.
10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.): California Coastal Commission
11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code (PRC) section 21080.3.1? If so, has consultation begun? Tribal consultation was conducted on May 11, 2018 with representatives from the Iipay Nation of Santa Ysabel, and Jamul Indian Village. Consultation concluded with all parties in agreement with a recommendation for Native American Kumeyaay monitoring during all construction-related activities in the project area.

Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See PRC section 21083.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per PRC section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that PRC section 21082.3(c) contains provisions specific to confidentiality.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|--|--|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Population/Housing |
| <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Air Quality | <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Transportation/Traffic |
| <input checked="" type="checkbox"/> Cultural Resources | <input type="checkbox"/> Mineral Resources | <input checked="" type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Utilities/Service System | <input type="checkbox"/> Geology/Soils | <input type="checkbox"/> Noise |
| <input checked="" type="checkbox"/> Mandatory Findings of Significance | | |

DETERMINATION: (To be completed by Lead Agency)

On the basis of this initial evaluation:

- The proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
- Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A **MITIGATED NEGATIVE DECLARATION** will be prepared.
- The proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.
- The proposed project **MAY** have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect (a) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (b) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An **ENVIRONMENTAL IMPACT REPORT** is required.
- Although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or (MITIGATED) **NEGATIVE DECLARATION** pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or (MITIGATED) **NEGATIVE DECLARATION**, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

PLEASE NOTE: Technical reports as well as the consistency analysis with the UCSD Long Range Development Plan (2004) referred to within this Initial Study Checklist were prepared for a similar project at the same site by the University of California, San Diego (UCSD) that is no longer being processed by UCSD. Some of that information is being used to supplement the City of San Diego’s environmental analysis for the New Fire Station at UCSD located on the same site.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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I) AESTHETICS – Would the project:

- a) Have a substantial adverse effect on a scenic vista?

The University Community Plan does not identify a public view corridor through the property intended for construction of the new fire station. The project site is also within the City’s Coastal Overlay Zone and as such, would be subject to height limits established under Proposition D. Additionally, the project site is located within a developed area of the UC San Diego West Campus, outside of any areas identified as Visual Sensitive Zones in the 2004 LRDP Program EIR. Specifically, the project site is in a highly urbanized area bounded by a six-lane public roadway and multi-story office buildings to the west, a recreational area to the south/southeast, student housing to the south, and a public roadway to the north. A mature tree canopy surrounds the project site on a slightly raised manufactured slope. The future fire station would be designed in a manner that would not exceed the 30-foot height limit, complementing the surrounding UCSD campus buildings and as such, the project would not have a substantial adverse effect on a scenic vista.

- b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

Interstate 5 (I-5) is located to the east of the project site but is not officially designated as a state scenic highway, and although the project site contains landscaping with mature trees, none are considered unique, and there are no unique rock outcroppings, or historic buildings considered to scenic resources that would be damaged as a result of project implementation.

- c) Substantially degrade the existing visual character or quality of the site and its surroundings?

Please see I. a. Additionally, the project would modify the existing setting which currently consists one tennis court, fencing and landscaped vegetation. Although the project would remove several existing mature trees and low brush, the future fire station would be designed with an urban theme, complementing the adjacent UCSD campus buildings and would retain as much of the mature landscaping as possible so as not to substantially degrade the existing visual character of the site or it’s surroundings. Construction documents would be reviewed by staff from both the City of San Diego and UCSD to ensure that mutually agreeable site considerations and design aesthetics have been achieved.

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d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?

The future fire station would have an urban design theme, utilizing construction materials that are not reflective; specifically, the building would be constructed of concrete and painted to complement the existing surroundings. Project implementation would not create a new source of light or glare that would adversely affect day or nighttime views in the area.

II) AGRICULTURAL AND FOREST RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. – Would the project:

a) Converts Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

The project site is zoned RM-1-14 (Residential) and surrounded by the UCSD campus. The site is not classified as farmland by the Farmland Mapping and Monitoring Program (FMMP). Similarly, land surrounding the proposed project is not classified as farmland by the FMMP. Therefore, the proposed project would not convert farmland to non-agricultural uses.

b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?

Please see II.a

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section

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1220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

The project site and land surrounding the site are not zoned as forest land. Therefore, the proposed project would not conflict with existing zoning for forest land.

d) Result in the loss of forest land or conversion of forest land to non-forest use?

The project site and land surrounding the site are not designated forest land. Therefore, the proposed project would not convert forest land to non-forest use.

e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

No existing agricultural uses are located in proximity of the project site that could be affected by the proposed project.

III. AIR QUALITY – Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied on to make the following determinations - Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?

The San Diego Air Pollution Control District (SDAPCD) air quality management plans were developed based on growth assumptions prepared by the San Diego Association of Governments (SANDAG) and are intended to address nonattainment status. According to the SDAPCD, the 2004 LRDP is consistent with the growth assumptions in SANDAG’s Regional Transportation Plan. The UCSD 2004 LRDP Program EIR concludes that campus development under the 2004 LRDP would not conflict with or obstruct implementation of the applicable air quality plan. City staff has reviewed this data and concurs that once the proposed discretionary actions are approved, including transfer of the property to the City of San Diego, the project will not conflict with or obstruct implementation of the applicable air quality plan. Furthermore, project implementation would result in construction-related and operational air quality emissions that would be well below SDAPCD thresholds and would only incrementally

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increase the emission of criteria pollutants resulting from site development. Data to support a less than significant impact are included in the project-level analysis prepared by Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) in support of the impact analysis for the project originally proposed by UCSD, and tiering off the cumulative construction air quality analysis conducted for campus projects included in the East Campus Bed Tower (ECBT) Project EIR certified in July 2010 by the UC Regents.

- b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

Please see III.a.

Construction of the proposed project would result in temporary, short-term emissions of pollutants to the local airshed as a result of soil disturbance, dust emissions, and combustion pollutants from on-site heavy construction equipment, and heavy haul trucks removing demolition debris and delivering construction materials to the project site. Construction emissions can vary substantially from day to day, depending on level of activity, specific type of operation and, for dust, prevailing weather conditions. Therefore, such emission levels are estimated with reasonable assumptions based on the project description to generate potential emissions and related effects upon ambient air quality. Fugitive dust emissions would primarily result from grading, vegetation removal, and other site preparation activities. Nitrogen oxide (NOx) and carbon monoxide (CO) emissions would primarily result from the use of construction equipment and motor vehicles. Reactive organic gases (ROGs) would be released during the paving operations and finishing phases. Emissions associated with construction of the proposed project were calculated using the California Emissions Estimator Model (CalEEMod) version 2016.3.1 (see Appendix A).

Operational emissions associated with the proposed project would include emissions of criteria pollutants associated with area sources, such as energy use, landscape maintenance, and stationary sources associated with functions of the facility (e.g., emergency generator). Additional operational impacts associated with the proposed project would include emissions of criteria pollutants associated with vehicle trips (i.e., day-to-day fire rescue personnel commutes to the fire station as well as emissions from fire apparatus during response). Emissions associated with facility operations were calculated using CalEEMod version 2016.3.1. Usage assumptions are based on project-specific data and model defaults, where appropriate. Project EIRs for other UCSD campus projects determined that operational emissions, including emissions from vehicular sources, would not cause or contribute to a violation of an ambient air quality standards and associated impacts would be less than significant. Although vehicular emissions from future projects within the project vicinity (e.g. the North Campus Neighborhood) may generate additional vehicle trips; however, those would be evaluated in future CEQA analysis process for those projects. As such,

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operational impacts for the future fire station at this location would be less than significant and no mitigation measures would be required.

- c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

The proposed project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under applicable federal or state ambient air quality standards.

- d) Expose sensitive receptors to substantial pollutant concentrations?

Construction activities could increase emissions of harmful pollutants, which could affect sensitive receptors adjacent to the proposed project. However, such emissions during would be temporary over the course of construction and therefore would not be expected to expose sensitive receptors to substantial pollutant concentrations.

- e) Create objectionable odors affecting a substantial number of people?

Operation of construction equipment such as, but not limited to backhoes, bobcats, and dump trucks could generate odors associated with fuel combustion. However, these odors would only remain temporarily during construction-related activities in proximity to the equipment and vehicles being used. Odors would be generated from vehicles and/or equipment exhaust emissions during construction of the proposed project. Odors produced during construction would be attributable to concentrations of unburned hydrocarbons from tailpipes of construction equipment. Such odors are temporary and generally occur at magnitudes that would not affect substantial numbers of people. Operationally, the proposed kitchen and living areas may produce minimal food-related smells and/or odors related to food waste and trash. However, the kitchen would be located indoors, with appropriate venting systems and any associated food-related odors would be very localized, if at all noticeable, similar to other residences. Additionally, while petroleum, oils, and lubricants would be used on-site in support of fire truck and equipment maintenance, use of these substances would be confined to the vehicle bay and on-site fueling facility, and would not expose the surrounding area to widespread odors. Therefore, impacts associated with

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odors during construction and operation of the proposed project would be considered less than significant.

IV. BIOLOGICAL RESOURCES – Would the project:

- a) Have substantial adverse effects, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

The project site consists of an existing tennis court (one of eight located within the UCSD North Campus Recreation Area) and surrounding landscaping, including several eucalyptus trees, low landscaped vegetation, and pine trees along North Torrey Pines Road. The project site is not located within the City’s Multi-Habitat Planning Area (MHPA) and does not support sensitive species or habitat identified or listed in local or regional plans, policies or regulations, and therefore would not result in impacts requiring mitigation in accordance with CEQA, or a Site Development Permit pursuant to the City’s Land Development Code, Environmentally Sensitive Lands Regulation.

- b) Have a substantial adverse effect on any riparian habitat or other community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

Please see IV.a above.

- c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including but not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling,

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>hydrological interruption, or other means?</p> <p><u>Please see IV.a above.</u></p>				
<p>d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?</p> <p><u>The project site has potentially suitable nesting habitat (e.g., eucalyptus trees) for raptors, which are considered sensitive due to their protection under the federal Migratory Bird Treaty Act (MBTA) and California Fish and Game Code. Although the project site is not in the MHPA, the City would be required to ensure compliance with the MBTA, by avoiding potential impacts to nesting raptors and other sensitive bird species from construction activities during established breeding seasons. This requirement would be identified on future construction documents as a condition of future project approval, and as such potential impacts would be less than significant.</u></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?</p> <p><u>The project includes mature ornamental landscaping, a portion of which would be removed during construction; however, removal of the trees and other landscaping would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.</u></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?</p> <p><u>The project site is not within the City's MHPA, and therefore would not conflict with an adopted Habitat Conservation Plan or other approved local, regional or state habitat conservation plan.</u></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

V. CULTURAL RESOURCES – Would the project:

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- a) Cause a substantial adverse change in the significance of an historical resource as defined in §15064.5?

The purpose and intent of the Historical Resources Regulations of the Land Development Code (Chapter 14, Division 3, and Article 2) is to protect, preserve and, where damaged, restore the historical resources of San Diego. The regulations apply to all proposed development within the City of San Diego when historical resources are present on the premises. CEQA requires that before approving discretionary projects, the Lead Agency must identify and examine the significant adverse environmental effects, which may result from that project. A project may have a significant effect on the environment (Sections 15064.5(b) and 21084.1). A substantial adverse change is defined as demolition, destruction, relocation, or alteration activities, which would impair historical significance (Sections 15064.5(b)(1)). Any historical resource listed in, or eligible to be listed in the California Register of Historical Resources, including archaeological resources, is considered to be historically or culturally significant.

The project site consists of one existing tennis court, ornamental landscaping and manufactured slopes. Prior to development of the tennis courts in 1994, this area was within the historical boundaries of U.S. Army Camp Robert E. Callan (Camp Callan), which covered the northwestern portion of the UCSD campus, followed by development of the UCSD campus in the mid-1960's.

According to information obtained through review of records search information and cultural resources reports for projects within UCSD, and the surrounding area under the City's purview, the project site is located within an area of high archaeological (historic and prehistoric) and tribal cultural resource sensitivity. Specifically, one site (CA-SDI-8470) is mapped abutting the southwest corner of the project area. This site was described as containing flakes, manos, shell, and midden soils and may have been a secondary deposit of cultural material that was removed from SDMW-9N (CA-SDI-525) by the US Army and transported to Camp Callan in the early 1940s. The project site itself however, is within a previously disturbed footprint where tennis courts and manufactured slopes currently exist above an area of imported fill soil. Based on the records search results and associated survey performed by Helix Environmental Planning (January 2016) for a similar project on the same site, ground visibility was excellent and only one *Donax* shell was observed, along with modern refuse. No other cultural resources were identified. Prior surveys for campus properties in this area did not encounter any remnants of CA-SDI-8470, and no mitigation was required. Furthermore, construction of the northernmost tennis court located on the project site resulted in grading to a maximum depth of approximately 13 feet from an elevation of 434 feet above MSL to an elevation of 420.65 feet MSL. During these grading activities, no buried archaeological finds were reported.

Although the prior studies in this area concluded no potential for impacts to cultural resources, the City of San Diego considers the coastal mesas in this area archaeologically sensitive, and as such requires monitoring to reduce potential for

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encountering unknown archaeological and tribal resources during construction-related activities. The requirement is consistent with the City’s commitment to the local Native American Kumeyaay community to include monitoring in areas of high sensitivity to minimize and reduce inadvertent discoveries. As such, an archaeological and Native American Kumeyaay monitor would be present on site during on-site and off-site (ROW) construction-related activities. Implementation of the mitigation measures outlined in Section V of the MND under Historical Resources (Archaeological and Tribal Cultural Resources) would reduce potential impacts to historical resources to below a level of significance and would not result in a substantial adverse change to the significance of an historical resource.

- b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

See V.a. The project would occur in an area where archaeological resources have been recorded. Specifically, one site (CA-SDI-8470) is mapped abutting the southwest corner of the project area. This site was described as containing flakes, manos, shell, and midden soils and may have been a secondary deposit of cultural material that was removed from CA-SDI-525 (SDM-W-9N) by the U.S. Army and transported to Camp Callan in the early 1940s. Subsequent surveys and monitoring efforts in the area concluded that the site had been previously destroyed by campus-related construction activities. However, it is unknown whether any intact remnants of the recorded site remain within the public ROW, or associated with fill soils from prior construction activities. Furthermore, this project was subject to tribal consultation in accordance with Assembly Bill 52 (AB52) and as such resulted in a recommendation for Native American Kumeyaay monitoring due to the high potential for human remains to be encountered anywhere in the project vicinity. As such, the project is required to implement the mitigation measures outlined in Section V of the MND under Historical Resources (Archaeological and Tribal Cultural Resources) which will reduce potential impacts to below a level of significance.

- c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Geologic formations in the San Diego region are rated by the City of San Diego according to their potential for yielding paleontological Resources (Paleontology Guidelines 2002). The project site is located in an area where the Ardath Shale and Scripps formations are overlain by the Lindavista Formation. Based on information included in the 2004 UCSD LRDP Program EIR, numerous excavations into formational materials campus-wide have not yielded significant paleontological resources. However, the City of San Diego Significance Thresholds (July 2016) identifies a potentially significant impact when a project requires over 1,000 cubic yards of excavation and 10 feet or more in depth in a high resource potential formation, or 2,000 cubic yards of excavation and 10 feet or more in depth in a

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moderate resource potential formation. Impacts can also occur when grading on a known fossil recovery site or near a fossil recovery site in the same geologic deposit/formation/rock unit, or for shallow grading when the site has previously been graded or unweathered formation/rock units are present at the surface. According to the City’s Significance Thresholds, the Ardath Shale and Scripps Formation have a high sensitivity rating in all communities where the unit occurs; and the Lindavista Formation has a moderate sensitivity rating.

As previously described in Section V.a., above, previous site grading reached a maximum depth of 13 feet during construction in the project area, and as such, additional grading to accommodate a future fire station could result in direct impacts to moderate and high sensitivity formations. Furthermore, because the current actions covered by this environmental document do not include project specific details regarding fire station design or site layout, grading quantities and depth of cut cannot be ascertained. As such, the potential for impacting fossil bearing formations is considered potentially significant and mitigation is required. Therefore, implementation of mitigation measures outlined in Section V of the MND under Paleontological Resources would reduce potential impacts to below a level of significance. [Please also note that the City recently adopted revisions to the Land Development Code (LDC) Grading Regulations (SDMC Section 142.0151 - Paleontological Resources Requirements for Grading Activities). This revision does not apply in the Coastal Zone until the California Coastal Commission certifies it as a Local Coastal Program Amendment. Once certified, the requirement for monitoring as required in this section of the LDC would be considered regulatory compliance for the purpose of CEQA review and the monitoring program would be a condition of project approval].

- | | | | | |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|
| d) Disturb any human remains, including those interred outside of dedicated cemeteries? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|

Please refer to section V.a. Archaeological and Native American monitoring will be required during all construction/maintenance-related activities. If human remains are encountered, all provisions of the Mitigation Monitoring and Reporting Program (MMRP), the Public Resources Code, and the California Health and Safety Code will be implemented to ensure the appropriate treatment of any burials or associated grave goods.

VI. GEOLOGY AND SOILS – Would the project:

- a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| i) Rupture of a known earthquake fault, as | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

According to the City of San Diego Seismic Safety Study Map, the project site is located in Geologic Hazard Category 51, which is defined as level mesas underlain by terrace deposits and bedrock with nominal risk. The closest known active fault is the Rose Canyon Fault zone located about 2.1 miles west-southwest of the site. This fault is believed to cause earthquakes with maximum magnitude of 7.2. The project site is bisected by the Saulk Fault, a fault with an unknown seismic safety risk. However, more recent mapping (e.g., Draft Provisional Fault Map for San Diego/Tijuana Earthquake Scenario) do not map the Saulk Fault, indicating that it may not be significant enough to warrant consideration by the State. Additional mapping (e.g., SONGS Regional Study) is currently underway, with data being compiled and reviewed by the State. Furthermore, an Alquist-Priolo Earthquake Fault Zone has not been established for the fault.

Although further study at the state level is underway, development of the site to accommodate a future fire station will still require further analysis. As such, because the future fire station would be built within 100 feet of a fault trace, a fault study would be conducted as a part of a site-specific geotechnical report required to demonstrate compliance with the California Building Code (CBC) and the City's Land Development Code. The technical analysis for the fault study reflect the most current regional geologic mapping and regulatory standards and will be reviewed by the City Geologist during the design and development phase of the project. The geotechnical report would be prepared by a qualified registered engineering geologist. The fault study would be used to determine the location and orientation of the Saulk Fault, to evaluate the potential geological anomalies adjacent to the fault trace, and to evaluate the fault plane as a potential slope stability factor. The fault study would be used by structural engineers to determine the most appropriate design and building techniques for the future fire station. The project would be required to comply with the CBC, the LDC and City Engineering requirements and as such, the risk from rupture of a known earthquake fault and potential impacts associated with strong seismic ground shaking would be would be less than significant.

ii) Strong seismic ground shaking?

See VI.a.i.

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iii) Seismic-related ground failure, including liquefaction?

According to the City of San Diego Seismic Safety Maps, the proposed project is located on soil that has a low potential for liquefaction. Due to the dense nature of the underlying formational materials (i.e., Lindavista Formation) and lack of near surface groundwater over the majority of the campus, the potential for liquefaction occurring on the project site is considered very low. Compliance with the most recent CBC, LDC and City Engineering standards would reduce any hazards associated with liquefaction to below a level of significance.

iv) Landslides?

Areas having the potential for earthquake-induced landslides generally occur within areas of previous landslide movement, or where local topographic, geological, geotechnical, and subsurface water conditions indicate a potential for permanent ground displacement. Ardath Shale and the Scripps Formation are sedimentary rocks that may contain planes of weakness. Although the Saul Fault bisects the project site, it's not near any areas that have a potential for permanent ground displacements. Because the project will be required to comply with the most recent CBC, LDC and City Engineering standards the potential for impacts from landslides would be less than significant.

b) Result in substantial soil erosion or the loss of topsoil?

Ground-disturbing activities associated with project implementation, including grading, vegetation removal, and construction of retaining walls would produce temporary erosion effects. However, the project would be required to comply with the provisions of the City's LDC Storm Water Standards and Storm Water Standard Manual and would be required to implement an erosion control plan and Best Management Practices (BMPs). Implementation of approved measures in compliance with the City's standards would ensure no substantial soil erosion or loss of topsoil other than what is required pursuant to an approved grading plan for site development. Impacts would be less than significant.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

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See IV.a.1. Geologically, the project site is underlain by early- to middle Pleistocene paralic deposits consisting of “dune and back beach ‘beach ridge’ deposits composed of cross-bedded sandstone” (Kennedy and Tan 2005; HELIX 2016c). Carlsbad gravelly loamy sand, 5 to 9 percent slopes, is the only soil type mapped for the project area (Bowman 1973; HELIX 2016c). The City of San Diego Seismic Safety Maps indicate the project is located within Geologic Hazard Category 51, which is defined as level mesas underlain by terrace deposits and bedrock with nominal risk. the potential for landslides, collapse, liquefaction, and other seismic-related soils hazards is anticipated to be low and impacts would be considered less than significant.

- d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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The project site is located in an area not known for expansive or unstable soils. As such, because the project will be required to comply with the most recent CBC, LDC, recommendations from the required geotechnical report, and City Engineering standards the project would result in, or create substantial risks to life or property and the impact would be less than significant.

- e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The proposed project would not utilize septic tanks or alternative wastewater systems. The future fire station would be connected to the City’s existing sanitary sewer system. Therefore, no impact would occur.

VII. GREENHOUSE GAS EMISSIONS - Would the project:

- a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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The City’s CAP Consistency Checklist (Checklist) (revised June 2017), in conjunction with the City’s CAP, provides a streamlined review process for proposed new development projects that trigger environmental review pursuant to CEQA. Analysis of GHG emissions and potential climate change impacts from new development is required under CEQA. The City’s CAP is a plan for the reduction of GHG emissions in accordance with CEQA

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Guidelines Section 15183.5. Pursuant to CEQA Guidelines Sections 15064(h)(3), 15130(d), and 15183(b), a project’s incremental contribution to a cumulative GHG emissions effect may be determined not to be cumulatively considerable if it complies with the requirements of the City’s CAP.

The Checklist contains measures that are required to be implemented on a project-by-project basis to ensure that the specified emissions targets identified in the CAP are achieved. Implementation of these measures would ensure that new development is consistent with the CAP’s assumptions for relevant CAP strategies toward achieving the identified GHG reduction targets. Per the Checklist, the future project would be consistent with the City’s CAP and have a less than significant impact on the environment, through implementation of CAP Strategy 1 addressing Energy and Water Efficient Buildings, and Strategy 2 addressing Bicycling, Walking, Transit & Land Use. Furthermore, the project is consistent with the existing General Plan and Community Plan land use and zoning designations. The proposed project, which includes future construction of a new fire station is consistent with both the General Plan and Community Plan land use and zoning designations. Once the project design bridging documents are complete, which includes meeting LEED certification, the project will be submitted to the Development Services Department for ministerial permitting, at which time Step 2 of the CAP checklist will be reviewed for compliance with the California Green Building Standards Code and all requirements of the City’s LDC to be determined consistent with the CAP. Compliance with the CAP ensures that impacts would be less than significant.

- b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Please also see VII.a. It is anticipated that the proposed project would not conflict with any applicable plans, policies, or regulations related to greenhouse gases. There is no impact.

VIII. HAZARDS AND HAZARDOUS MATERIALS – Would the project:

- a) Create a significant hazard to the public or the environment through routine transport, use, or disposal of hazardous materials?

Use of the backhoes, Bobcats, and dump trucks to remove the existing landscaping and demolition debris transport to a licensed off-site disposal facility may require the use of hazardous materials (fuels, lubricants, solvents, etc.), which would require proper storage, handling, use and disposal during construction-related activities. Additionally, the potential to encounter hazardous chemicals, lead-based paints, mercury, or asbestos-containing materials during demolition activities is anticipated to be low as the existing tennis court on the project site was constructed in 2001 and no hazardous materials storage has occurred on the site since that time. However, if encountered

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during construction, all hazardous materials would be removed and disposed of according to all applicable federal and state regulations in coordination with the City’s Environmental Services Department and Local Enforcement Agency.

Operation of the proposed fire station by SDFD would include activities that would involve the routine use of hazardous materials, primarily petroleum, oils, and lubricants associated with the fire apparatus and other equipment that would be located at proposed fire station. Additional hazardous materials used at the project could include cleaners, degreasers, solvents, paints, pesticides and herbicides, adhesives, and sealers. This use of hazardous materials at the proposed fire station would generate hazardous waste that would be collected and transported by SDFD for disposal off-site. All chemical waste recycling or disposal would be managed by the City of San Diego in accordance with the provisions of the San Diego Municipal Code. All use of hazardous materials and disposal of hazards wastes at the project site would comply with all applicable federal, state, and local safety regulations, guidelines, and policies. As such, the impact of the incremental increase in the use and transport of hazardous materials and wastes associated with the proposed fire station would be less than significant.

- b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Hazardous materials and waste would be used and handled during construction and as a part of routine fire station operations by the SDFD during operation of the proposed fire station; however, these materials would not exist in quantities significant enough to pose a risk to occupants of the West Campus of UCSD or the campus community. In addition, all City contractors are required to implement §803, “Encountering or Releasing Hazardous Substances or Petroleum Products,” of the City of San Diego Standard Specifications for Public Works Construction (“Whitebook”) in the event that construction activities encounter underground contamination to ensure the proper handling and disposal of any contaminated soils in accordance with all applicable local, state, and federal regulations. Compliance with all applicable federal, state and local safety regulations and guidelines. As such, the impact of the incremental increase in the use and transport of hazardous materials and wastes associated with the proposed fire station would be less than significant.

- c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

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The project site is located within the North Campus Neighborhood of the West Campus, within UCSD and as such is located in close proximity to academic, laboratory, and administrative buildings on the UC San Diego campus.us. However, there are no K-12 educational facilities (e.g., elementary schools, middle schools, high schools, etc.) located within 0.25 mile of the project site. Additionally, there are currently no childcare facilities within a 0.25 mile of the project site; however, future development within the UCSD campus could include the construction of additional childcare facilities on the UC San Diego campus in the future. Hazardous materials and waste would be used and handled during construction and as a part of routine fire station operations by the SDFD during operation of the proposed fire station; however, these materials would not exist in quantities significant enough to pose a risk to occupants within the UCSD campus. Compliance with all applicable state and federal regulations pertaining to hazardous wastes would ensure that risks associated with hazardous emissions or materials to existing or proposed schools located 0.25 miles from the project site would remain less than significant.

- d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

According to information provided by UCSD, a records search of federal, state, and county hazardous waste lists and databases was conducted for the campus as part of the 2004 LRDP Program EIR (Ninyo and Moore 2003). At least two cases of Leaking Underground Storage Tanks (LUSTs) were identified in or adjacent to the West Campus (San Diego County Department of Environmental Health [DEH] No. H02535-012 and H12902-002) at the intersections of Gilman Drive and Myers Drive (approximately 0.15 miles southeast of the project site) and La Jolla Village Drive and Villa La Jolla Drive (approximately 0.25 miles southeast of the project site), respectively. H02535-012 is considered case closed, with low likelihood for environmental concern, and H12902-002 is a Mobil Service Station, which based on activities performed to date, more information is needed to determine whether the release presented an environmental concern. Based on the distance of these LUST sites from the project site, construction or operation of the project is not likely to create a significant hazard to the public or the environment. No new hazardous waste sites have been identified in the vicinity of the project site since the 2004 LRDP Program EIR was certified (California EnviroStor 2017).

Although the project site is located within an area of historic military use, the project site and surrounding areas have been developed and has undergone extensive grading in 2001 as a part of the addition to the NCRA Tennis Courts. According to the 2004 LRDP Program EIR, the likelihood of uncovering munitions or ordnance and creating impacts to the public or environment is extremely low. Furthermore, the 2004 LRDP Program EIR indicated that the likelihood of uncovering historic hazardous materials and creating

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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impacts to the public or environment would not likely occur and impacts would be less than significant.

- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

The project site is not located within 2 miles of a public airport, public use airport, or private airstrip, but it is located within approximately 2.5 miles of Marine Corps Air Station (MCAS) Miramar and is adjacent to the Torrey Pines Gliderport (a local launch point for fixed wing gliders, paragliders and hang gliders). The federal Department of Defense has established Accident Potential Zones (APZs) for the air station. The project site is not located within any APZs for MCAS Miramar. With regard to the Torrey Pines Gliderport, this fixed wing glider use is not a safety hazard to the campus and surrounding area because the paragliders and hang gliders do not take-off or land over the project site. Aircraft operations would not pose a hazard to people visiting or working at the project site, therefore the impact would be considered less than significant.

- f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?
See VIII.e.

- g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Site development and construction of the future fire station would temporarily affect traffic circulation within the project boundary. However, traffic control measures would be implemented during construction-related activities which would allow emergency plans to be employed. Impacts would be less than significant.

- h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

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According to information from UCSD, structures west of I-5 (where most of the campus and the project site are located) are rated lower in terms of fire hazard severity due to favorable geographic proximity to the coast as compared to locations east of I-5 where fire hazard jumps up quickly. Nevertheless, areas to the east of the project site include open space containing vegetation that could be susceptible to wildfires. The new fire station would include fire sprinklers and appropriate emergency access/egress routes for emergency evacuation. SDFD would be responsible for operating and maintaining of the proposed fire station. Additionally, the staffing and operation of the new fire station by SDFD would result in beneficial impacts with regard to improved emergency response time at the UC San Diego campus and the surrounding community. With implementation of the proposed project the SDFD would be better positioned to quickly and efficiently respond to wildfires in the surrounding vicinity, resulting in beneficial impacts. Therefore, impacts would be less than significant.

IX. HYDROLOGY AND WATER QUALITY - Would the project:

- a) Violate any water quality standards or waste discharge requirements?

Potential impacts to existing water quality standards associated with the proposed project would include minimal short-term maintenance-related erosion/sedimentation and no long term operational storm water discharge. Conformance to the City's Storm Water Standards would prevent or effectively minimize short-term water quality impacts. Therefore, the proposed project would not violate any existing water quality standards or discharge requirements and impacts are less than significant.

- b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

The proposed project does not propose the use of groundwater. Potable water is supplied by the City of San Diego Public Utilities Department and will be connected to the new fire station via existing pipelines within the public ROW. The City receives deliveries of imported water from the San Diego County Water Authority (SDCWA) to satisfy potable water demand. Consequently, no impacts to groundwater supplies would occur with implementation of the proposed project. Therefore, the proposed project would not

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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substantially deplete groundwater supplies or interfere substantially with groundwater recharge.

- c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site?

The improvements associated with the proposed future fire station would result in minor alterations to existing drainage patterns on the project site. The project site, including the existing tennis court, implements surface grading and storm drain infrastructure to convey surface water flows to a topographic low point on the west side of the project site. The project site is located in the Scripps hydrologic area (HA), which drains to storm drains that flow to the west under off-campus residential areas and into short coastal canyons that lead to the Pacific Ocean (UC San Diego 2004a). To avoid impacts related to increases in runoff and potential erosion, the proposed project would comply with all current applicable storm water standards of the Land Development Code. In addition, to further ensure avoidance of significant impacts, design measures for permanent storm water retention or infiltration measures and other recommendations are incorporated into project development plans and construction documents satisfactory to the City Engineer. Compliance with all applicable storm water permits, plans, and regulations would ensure potential impacts associated with alteration of drainage patterns that could cause substantial erosion/flooding, or create/contribute runoff that would exceed the capacity of existing/planned drainage systems would not occur.

- d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?

Please see IX.c. Compliance with the City’s Storm Water Standards would prevent or effectively minimize the potential for surface run-off resulting in flooding on-site or off-site impacts.

- e) Create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>additional sources of polluted runoff? <u>Please see IX.c and d. Compliance with the City’s Storm Water Standards would prevent or effectively minimize short-term impacts. Therefore, the proposed project would not contribute runoff water that would exceed the capacity of existing storm water systems.</u></p>				
<p>f) Otherwise substantially degrade water quality?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><u>Compliance with the City’s Storm Water Standards would prevent or effectively minimize impacts and would preclude impacts to water quality.</u></p>				
<p>g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><u>The project site is within FEMA Flood Zone X and does not propose construction of any new housing within a 100-year flood hazard area.</u></p>				
<p>h) Place within a 100-year flood hazard area, structures that would impede or redirect flood flows?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><u>The proposed project is not located within the 100 year floodplain, nor does the proposed project propose any new structures that would impede or redirect flood flows. Therefore, no impact would occur.</u></p>				
<p>i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><u>The proposed project would not include any new features that would increase the risk associated with flooding beyond those of the existing conditions.</u></p>				
<p>j) Inundation by seiche, tsunami, or mudflow?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><u>The proposed project would not include any new features that would increase the risk associated with seiche, tsunami, or mudflow beyond those of the existing conditions.</u></p>				

X. LAND USE AND PLANNING – Would the project:

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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- a) Physically divide an established community?

Implementation of the proposed project would not introduce any features that would physically divide an established community.

- b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

The proposed project is located within a previously developed parcel and is be consistent with all applicable land use plans, policies, or regulations of an agency with jurisdiction over the project and would not conflict with any applicable land use plans. The project is not within any environmentally sensitive areas requiring permitting pursuant to the City's Land Development.

The project will be required to obtain a Coastal Development Permit from the California Coastal Commission (CCC) once design bridging documents have been completed, and ministerial permits approved. Under the California Coastal Act (CCA), the CCC has the authority to review and approve state and local government plans located within their jurisdiction, which is defined as the coastal zone. The CCA requires cities and counties to prepare Local Coastal Plans (LCPs) to implement its conservation, development, and regulatory policies at the local level in areas of the coastal zone. The project site is located within the within the coastal zone, and as such will require a CDP as noted above. The City of San Diego's University Community Plan, North City LCP and La Jolla Community Plan and LCP are the local planning documents for the coastal zone near the project area. Although the project site is identified in the University Community Plan within a discussion of the UCSD campus, it is not covered by under the associated LCP's and, thus, is governed solely by the CCA. Under Chapter 3 of the CCA, the proposed project would be submitted to the CCC for review and permitting.

The project area is consistent with the General Plan and Community Plan designation for the site, and the community plan already identifies a fire station within the UCSD campus, however, not specifically at this location, but will be included in the document during the upcoming community plan update and LCP amendment process. The project will not impede access to coastal resources. The proposed project site is not located within or immediately adjacent to land that is included in the MHPA, and as such no impacts to the City's MSCP would occur from the implementation. The project will not adversely affect pedestrian and bicycle circulation, landscaping, and alternative transportation facilities (such as bike rack and shuttle stops), and as such, would have a less than significant impact on land use.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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- c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

The project site is not located within or adjacent to any applicable habitat or natural community conservation plans.

XI. MINERAL RESOURCES – Would the project?

- a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

The area surrounding the proposed project is not being used for the recovery of mineral resources. Similarly, the area surrounding the proposed project site is not designated for the recovery of mineral resources on the City of San Diego General Plan Land Use Map. Therefore, the proposed project would not result in the loss of availability of a known mineral resource.

- b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

Please see XI.a.

XII. NOISE – Would the project result in:

- a) Exposure of persons to, or generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

The proposed project would generate noise during construction, which would be temporary and transitory in nature.

Noise associated with the use of emergency vehicle sirens is often a concern as it relates to the

quality of life of nearby residents. Part of these concerns is related to the perception that fire stations would typically respond to many emergencies with multiple emergency vehicles leaving the site daily. Another concern is that emergency sirens are intentionally

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loud and that such loud noise could disrupt the UC San Diego campus and surrounding communities.

While the proposed fire station would be occupied and operated on a 24-hour/7-day per week schedule, the majority of routine operations (e.g., engines, vehicle maintenance, fueling, etc.) at the proposed fire station would occur within typically defined daytime hours (7:00 AM to 7:00 PM). Periodic training exercises would occur at the proposed fire station, and would occasionally raise noise levels from the use of engines or fire protection equipment; however, such noise levels from training activities would be periodic and temporary. Volume controls would be installed with the proposed exterior address system, and the exterior address system would not be used during the evening hours, except in cases of emergency. Intermittent noise from emergency generator testing would be limited to daytime hours on weekdays for 15-minute durations once per week and for 2-hour full load tests once per year. Routine daily operations of the proposed fire station would not substantially increase ambient noise levels in the area or expose nearby residents or sensitive noise-receptors to exterior noise levels in excess of adopted City of San Diego Standards as defined in City of San Diego Municipal Code §59.5.0401.

The operation of the proposed fire station could result in permanent noise impacts by increasing noise within the vicinity of sensitive receptors. For example, new or modified major mechanical HVAC equipment located on the ground or on rooftops of new buildings have the potential to generate noise levels that average 69 to 73 dBA CNEL at 50 feet. The 2004 LRDP concludes that potentially significant impacts to ambient noise levels could result from such new stationary noise sources on campus. However, this increase in noise could be mitigated through the installation of shielding around all new equipment, which could reduce noise by up to 15 dBA, or by placing equipment below grade in basement space.

The nearest sensitive receptors to the proposed fire station is The Village at Torrey Pines, a housing area located approximately 700 feet to the south of the project site. Additionally, the Sanford Consortium for Regenerative Medicine – a research facility – is located approximately 825 feet southwest of the project site.

- b) Exposure of persons to, or generation of, excessive ground borne vibration or ground borne noise levels?

Construction of the proposed project would not involve activities that would result in major groundborne vibration (i.e., pile driving) that would adversely impact vibration sensitive operations to adjacent land uses. In addition, adequate construction notice would be provided to all surrounding land uses to ensure that adjacent users can plan their activities accordingly. Therefore, this impact is considered to be less than significant and no mitigation measures would be required.

- c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

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Please see XII.a.

- d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above existing without the project?

Construction of the proposed project would result in temporary noise impacts in the immediate vicinity of the project site due to operation of heavy equipment. However, based upon the transitory nature of the project and surrounding noise levels in the area resulting from traffic along North Torrey Pines Road, the increase in ambient noise would be less than significant during construction.

- e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport would the project expose people residing or working in the area to excessive noise levels?

The proposed project area is not within an airport land use plan or two miles of a public airport. however, the project site is approximately 2.5 miles west of MCAS Miramar, and the major flight corridor for both helicopters and planes in proximity to the site is Seawolf/Beach/Fairway, located approximately 0.5 mile north of the UCSD over the Carmel Valley/Del Mar area. The other flight corridors associated with MCAS operations (i.e. Julian, Interstate 15 [I-15], Ground Controlled Approach Box, etc.) are located east of Interstate 805 (I-805), at a distance of more than 2 miles from the project site. Although SDFD staff working at the new station would be exposed to periodic noise from aircraft, the impacts would be considered nuisance level in nature and less than significant.

- f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

The proposed project area is not within the vicinity of a private airstrip.

XIII. POPULATION AND HOUSING – Would the project:

- a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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businesses) or indirectly (for example, through extension of roads or other infrastructure)?

The proposed project involves future fire and emergency services anticipated to serve the existing and projected needs of the UCSD campus and surrounding communities, impacts related to direct and indirect inducement of population growth are not considered significant.

- b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

The proposed project involves future fire and emergency services anticipated to serve the existing and projected needs of the UCSD campus and surrounding communities, and would not remove, displace, or otherwise affect existing housing in any way that would necessitate the construction of replacement housing.

- c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

The proposed project involves future fire and emergency services anticipated to serve the existing and projected needs of the UCSD campus and surrounding communities, and would not result in the displacement of people, which would necessitate the construction of replacement housing.

XIV. PUBLIC SERVICES

- a) Would the project result in substantial adverse physical impacts associated with the provisions of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service rations, response times or other performance objectives for any of the public services:

- i) Fire Protection

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The proposed project involves future fire and emergency services anticipated to serve the existing and projected needs of the UCSD campus and surrounding communities and would comply with all applicable building and fire code requirements, including installation of a fire sprinkler system inside the building and the installation of new fire hydrants. Properly designed sprinkler systems have been found to be 98 percent effective in extinguishing incipient phase (small) fires. Therefore, if a fire were to occur at the proposed fire station, it likely would be quickly extinguished. Additionally, if the sprinkler system were not effective, there would be adequate responses resources and fire rescue personal to address the fire quickly and effectively, as necessary. The future fire station would be constructed to improve fire protection services on the UCSD West Campus and the surrounding community. It would not increase demand for fire services, but rather provide services to a priority gap area located outside of the 4-minute response times as identified in the 2011 and 2017 Citygate studies.

ii) Police Protection

The proposed project would not physically alter any police protection facilities. UC San Diego provides its own police service for the campus as well as other UC San Diego properties. Pursuant to California Education Code Section 67381, the UC San Diego Police Department and the San Diego Police Department (SDPD) have adopted and signed a written agreement that clarifies and affixes operational responsibilities for the investigation of violent and non-violent crimes occurring on UC San Diego property. Pursuant to the agreement, UC San Diego Police Department is the primary reporting and investigating law enforcement agency for nearly all crimes occurring on campus and over all UC San Diego-administered properties located within up to 1-mile of campus. Both UC San Diego Police Department and SDPD provide mutual aid assistance as appropriate, when requested (UC San Diego 2015). As a result, the SDPD rarely responds to calls for police services. The campus' low demand for SDPD police services reduces the need for new off campus police facilities or expansions of existing facilities. Further, the proposed project is not expected to generate the need for new police facilities or expansions of existing facilities. Therefore, the physical impacts of providing police protection to the proposed project would be less than significant.

iii) Schools

The proposed project would not trigger the need to physically alter any schools. Additionally, the proposed project would not include construction of future housing or induce growth that could increase demand for schools in the area.

v) Parks

The proposed project would not physically alter any parks. Therefore, the proposed project would not create demand for new parks or other recreational facilities.

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vi) Other public facilities

The proposed project would not increase the demand for electricity, gas, or other public facilities.

XV. RECREATION –

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Implementation of the project would remove one of eight existing tennis courts for use by UCSD students and alumni. The proposed project would not directly generate additional trips to existing recreation areas or induce future growth that would result in additional trips to these facilities. Therefore, the proposed project would not increase the use of existing recreational areas such that substantial physical deterioration of the facility would occur or be accelerated.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?

The proposed project does not include the construction of recreational facilities or require construction or expansion of recreational facilities.

XVI. TRANSPORTATION/TRAFFIC – Would the project?

a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways,

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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pedestrian and bicycle paths, and mass transit?

An access study was conducted by UCSD for a similar project at the same site resulting in proposed roadway modifications to improve emergency vehicle access to the project site and circulation along North Torrey Pines Road. A similar study will be required for the future project once site layout has been determined and design bridging documents are completed. It is anticipated that proposed future roadway improvements would be incorporated into the project design and become conditions of project approval. As such, impacts would be less than significant. Additinally, the proposed project would temporarily affect traffic circulation within the project vicinity. However, traffic control measures would be implemented during construction so that traffic circulation would not be substantially impacted. Therefore, the project would not result in an increase of traffic which is substantial in relation to existing traffic capacity.

- b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

The proposed project would temporarily affect traffic circulation within the project vicinity area. However, traffic control measures would be implemented during construction and project features to improve circulation and site access would ensure that traffic would not exceed cumulative or individual level of service.

- c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

Construction of a new fire station would be required to meet the coastal height limit of 30 feet and would not exceed height requirements. Therefore, the project would not affect air traffic patterns or introduce new safety hazards related to air traffic.

- d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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The proposed project will not increase hazards due to a design feature or incompatible uses. However, traffic control measures would be implemented during maintenance and, therefore, would meet existing levels of safety.

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| e) Result in inadequate emergency access? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

The proposed project would temporarily affect traffic circulation within the project area. However, traffic control measures would be implemented and project features to improve circulation and site access would ensure emergency access would not be impeded.

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The proposed project is consistent with the community plan designation and underlying zone and would not result in any conflicts regarding policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities. Once completed, the project will not preclude safe access for bicyclists or pedestrians along North Torrey Pines Road.

XVII. TRIBAL CULTURAL RESOURCES

- a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

The proposed project would occur in an area where archaeological resources have been recorded. Site CA-SDI-8470 was described as containing flakes, manos, shell, and

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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midden soils and may have been a secondary deposit of cultural material that was removed from CA-SDI-525 (SDM-W-9N) by the U.S. Army and transported to Camp Callan in the early 1940s. The site was previously evaluated in accordance with CEQA and the Public Resources Code (PRC), but do not meet the criteria for listing on the local, state or federal registers as defined in PRC Section 5020.1(k).

b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

As stated above, the project has a potential to impact buried components of site CA-SDI-8470, which abuts the project below existing disturbed areas and within the adjacent public right of way. As such, Tribal Consultation in accordance with AB 52 was initiated with the Director of Cultural Resources for the Iipay Nation of Santa Ysabel, and representatives from the Jamul Indian Village to determine if the project area contains any Tribal Cultural Resources or areas of tribal importance which would require further evaluation or special consideration during the environmental review process. Confidential site information was provided during the consultation process which included reference to the presence of human remains near the project site. Tribal consultation also made note of this information and a recommendation was made for Native American-Kumeyaay monitoring during all construction-related activities to assure that potential impacts to Tribal Cultural Resources are reduced to below a level of significance with implementation of the archaeological monitoring program outlined in Section V of the MND.

XVIII. UTILITIES AND SERVICE SYSTEMS – Would the project:

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

The increase in staff occupying the future fire station would not exceed the wastewater treatment requirements of the Regional Water Quality Control Board. The project site would be connected to existing City infrastructure which already account for the water usage and waste generation in the project vicinity.

b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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which could cause significant environmental effects?

Please see XVIII.a above; the construction of new water or wastewater facilities would not be required. The proposed fire station would require connections to the City sewer and storm drain. Additionally, the proposed project would be tied into the existing electrical, telecommunication, and water infrastructure within the City’s public ROW.

- c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

The proposed project would be designed to comply with the City’s Storm Water Standards including construction of a new storm drain connecting to an existing storm drain running under North Torrey Pines Road. Impacts would be less than significant.

- d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

The proposed fire station would require minimal use of potable water for the living quarters, kitchen areas, restroom, fire truck washing stations, and fire sprinkler system. Reclaimed water would be used for landscaping irrigation on-site. The project would connect to existing services within the City’s Public ROW. Impacts would be less than significant.

- e) Result in a determination by the wastewater treatment provided which serves or may serve the project that it has adequate capacity to serve the project’s projected demand in addition to the provider’s existing commitments?

The project would user reclaimed water for landscaping irrigation on-site, and would not impact an existing wastewater treatment provider.

- f) Be served by a landfill with sufficient permitted capacity to accommodate the project’s solid waste disposal needs?

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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The proposed project would generate waste associated with construction activities and normal operations. Construction debris removed from the site would be disposed of in accordance with all applicable local and state regulations pertaining to solid waste including permitting capacity of the landfill serving the project area. Materials that can be recycled would be done to local standards regulating such activity. The solid waste material generated from the proposed project is not anticipated to exceed thresholds, and therefore, would not affect the permitted capacity of the landfill serving the project area.

- g) Comply with federal, state, and local statutes and regulation related to solid waste?

The proposed project is not anticipated to generate significant amounts solid waste and, therefore, would not affect solid waste statutes and regulations. Any solid waste generated during project-related activities would be recycled or disposed of in accordance with all applicable local, state and federal regulations.

XVIV. MANDATORY FINDINGS OF SIGNIFICANCE –

- a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

As noted above under the discussions for Cultural Resources (Section V) and Tribal Cultural Resources (Section XVII), the proposed project area is within proximity to one recorded archaeological site which has yielded information that is important to the local Kumeyaay community in that it provides evidence of native use and exploitation of resources prior to the development of the area. As such, Tribal Consultation was conducted in accordance with AB52 which concluded that the erosion control maintenance activities associated have the potential to impact archaeological and tribal cultural resources which requires implementation of the mitigation measures outlined in Section V of the MND and would reduce potential impacts to below a level of significance. In the project has the potential to impact paleontological resources if grading activities exceed established thresholds into fossil bearing formations which requires

implementation of the mitigation measures outlined in Section V of the MND and would reduce potential impacts to below a level of significance.

- b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable futures projects)?

When viewed in connection with the effects of other projects in the area, the project activities have the potential to impact archaeological and tribal cultural resources and paleontological resources which could incrementally contribute to a cumulative loss of non-renewable resources. However, with implementation of the mitigation measures identified in Section V of the MND, this incremental impact would be reduced to below a level of significance.

- c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?

As proposed, the proposed project does not have the potential to cause substantial adverse effects on human beings.

INITIAL STUDY CHECKLIST

REFERENCES

I. AESTHETICS / NEIGHBORHOOD CHARACTER

- City of San Diego General Plan.
- Community Plan.
- Local Coastal Plan.

II. AGRICULTURAL RESOURCES & FOREST RESOURCES

- City of San Diego General Plan.
- U.S. Department of Agriculture, Soil Survey - San Diego Area, California, Part I and II, 1973.
- California Agricultural Land Evaluation and Site Assessment Model (1997)
- California Department of Conservation, Farmland Mapping and Monitoring Program, <http://www.conservation.ca.gov/dlrp/fmmp/Pages/SanDiego.aspx>
- Site Specific Report:

III. AIR QUALITY

- California Clean Air Act Guidelines (Indirect Source Control Programs) 1990.
- Regional Air Quality Strategies (RAQS) - APCD.
- Site Specific Report:

IV. BIOLOGY

- City of San Diego, Multiple Species Conservation Program (MSCP), Subarea Plan, 1997
- City of San Diego, MSCP, "Vegetation Communities with Sensitive Species and Vernal Pools" Maps, 1996.
- City of San Diego, MSCP, "Multi-Habitat Planning Area" Maps, 1997.
- Community Plan - Resource Element.
- California Department of Fish and Game, California Natural Diversity Database, "State and Federally-listed Endangered, Threatened, and Rare Plants of California," January 2001.

___ California Department of Fish & Game, California Natural Diversity Database, "State and Federally-listed Endangered and Threatened Animals of California," January 2001.

___ City of San Diego Land Development Code Biology Guidelines.

___ Site Specific Report:

V. CULTURAL RESOURCES (INCLUDES HISTORICAL RESOURCES)

X City of San Diego Historical Resources Guidelines.

X City of San Diego Archaeology Library.

___ Historical Resources Board List.

___ Community Historical Survey:

X Tribal Consultation in accordance with AB52 (May 2018)

X Site Specific Report: Robbins-Wade, Mary, "Phase I Cultural Resources Survey," Helix Environmental Planning, Inc., 2016.

VI. GEOLOGY/SOILS

X City of San Diego Seismic Safety Maps.

X U.S. Department of Agriculture Soil Survey - San Diego Area, California, Part I and II, December 1973 and Part III, 1975 via

<http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm>.

___ State of California Earthquake Fault Zones Maps, Point Loma Quadrangle, May 2003.

X California Department of Conservation Division of Mines and Geology, Landslide Hazards map, 1995,

<http://maps.conservation.ca.gov/cgs/informationwarehouse/index.html?map=landslides>

___ Site Specific Reports:

VII. GREENHOUSE GAS EMISSIONS

___ Site Specific Report:

VIII. HAZARDS AND HAZARDOUS MATERIALS

___ San Diego County Hazardous Materials Environmental Assessment Listing

___ San Diego County Hazardous Materials Management Division

- FAA Determination
- California State Water Resources Control Board's GeoTracker, <https://geotracker.waterboards.ca.gov/>
- State Assessment and Mitigation, Unauthorized Release Listing, Public Use Authorized.
- Airport Land Use Compatibility Plan.
- Site Specific Report:

IX. HYDROLOGY/WATER QUALITY

- Flood Insurance Rate Map (FIRM).
- Federal Emergency Management Agency (FEMA), National Flood Insurance Program - Flood Boundary and Floodway Map, <https://msc.fema.gov/portal/search>.
- Clean Water Act Section 303(b) list.
- Site Specific Report:

X. LAND USE AND PLANNING

- City of San Diego General Plan.
- Community Plan.
- Airport Land Use Compatibility Plan
- City of San Diego Zoning Maps
- FAA Determination
- UCSD Long Range Development Plan 2004 FEIR

XI. MINERAL RESOURCES

- California Department of Conservation - Division of Mines and Geology, Mineral Land Classification.
- Division of Mines and Geology, Special Report 153 - Significant Resources Maps.
- California Geological Survey - SMARA Mineral Land Classification Maps.
- Site Specific Report:

XII. NOISE

- City of San Diego General Plan.
- Community Plan
- San Diego International Airport Master Plan CNEL Maps.

- MCAS Miramar ACLUP
- Brown Field Airport Master Plan CNEI Maps.
- Montgomery Field CNEI Maps.
- San Diego Association of Governments – San Diego Regional Average Weekday Traffic Volumes.
- San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.
- City of San Diego General Plan.
- Site Specific Report:

XIII. PALEONTOLOGICAL RESOURCES

- City of San Diego Paleontological Guidelines.
- Site Specific Report:

XIV. POPULATION / HOUSING

- City of San Diego General Plan.
- Community Plan.
- Series 11 Population Forecasts, SANDAG.
- Other:

XV. PUBLIC SERVICES

- City of San Diego General Plan.
- Community Plan.

XVI. RECREATIONAL RESOURCES

- City of San Diego General Plan.
- Community Plan.
- Department of Park and Recreation
- City of San Diego – San Diego Regional Bicycling Map
- Additional Resources:

XVII. TRANSPORTATION / CIRCULATION

- City of San Diego General Plan.
- Community Plan.
- San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.
- San Diego Region Weekday Traffic Volumes, SANDAG.

___ Site Specific Report:

XVIII. TRIBAL CULTURAL RESOURCES

X City of San Diego Historical Resources Guidelines.

X City of San Diego Archaeology Library.

___ Historical Resources Board List

X Tribal Consultation in accordance with AB52 (May 2018)

X Site Specific Report: Robbins-Wade, Mary, "Phase I Cultural Resources Survey," Helix Environmental Planning, Inc., 2016.

XVIX. UTILITIES

___ City of San Diego General Plan.

___ Community Plan.

___ Site Specific Report:

XX. WATER CONSERVATION

___ City of San Diego General Plan.

___ Community Plan.

___ Sunset Magazine, New Western Garden Book. Rev. ed. Menlo Park, CA: Sunset Magazine.

___ Site Specific Report:

Created 2017

APPENDIX B
FIRE HYDRANT METER PROGRAM

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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 1 OF 10	EFFECTIVE DATE October 15, 2002
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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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	SUPERSEDES DI 55.27	DATED April 21, 2000

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.

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

- 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 FLOW CASH FLOW FORECAST

WBS #:	B18108
Date Submitted:	10/10/2018
NTP Date:	3/23/2018
Final Statement of WD Date:	5/23/2020
Contract #:	K-XX-XXXX-XXX-X
Contract Amount:	\$5,617,000

Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

Year	January	February	March	April	May	June	July	August	September	October	November	December
2018				15,000	25,000	52,000	52,000	100,000	10,000	100,000	100,000	100,000
2019	10,000	10,000	85,000	58,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	1,000,000
2020	100,000	100,000	100,000	1,000,000	1,000,000							
2021												
2022												
2023												
2024												
2025												

SAMPLE REFERENCE

APPENDIX E
LOCATION MAP

The City of
SAN DIEGO Public Works
Torrey Pines Fire Station

SENIOR ENGINEER
 Jason Grani
 619-533-7525

PROJECT MANAGER
 Monica Arrendondo
 619-533-5163

PROJECT ENGINEER
 Marlon Perez
 619-533-4658

FOR QUESTIONS ABOUT THIS PROJECT
 Call: 619-533-4207
 Email: engineering@sandiego.gov



Legend

 S-19003



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APPENDIX F
ADJACENT PROJECTS MAP

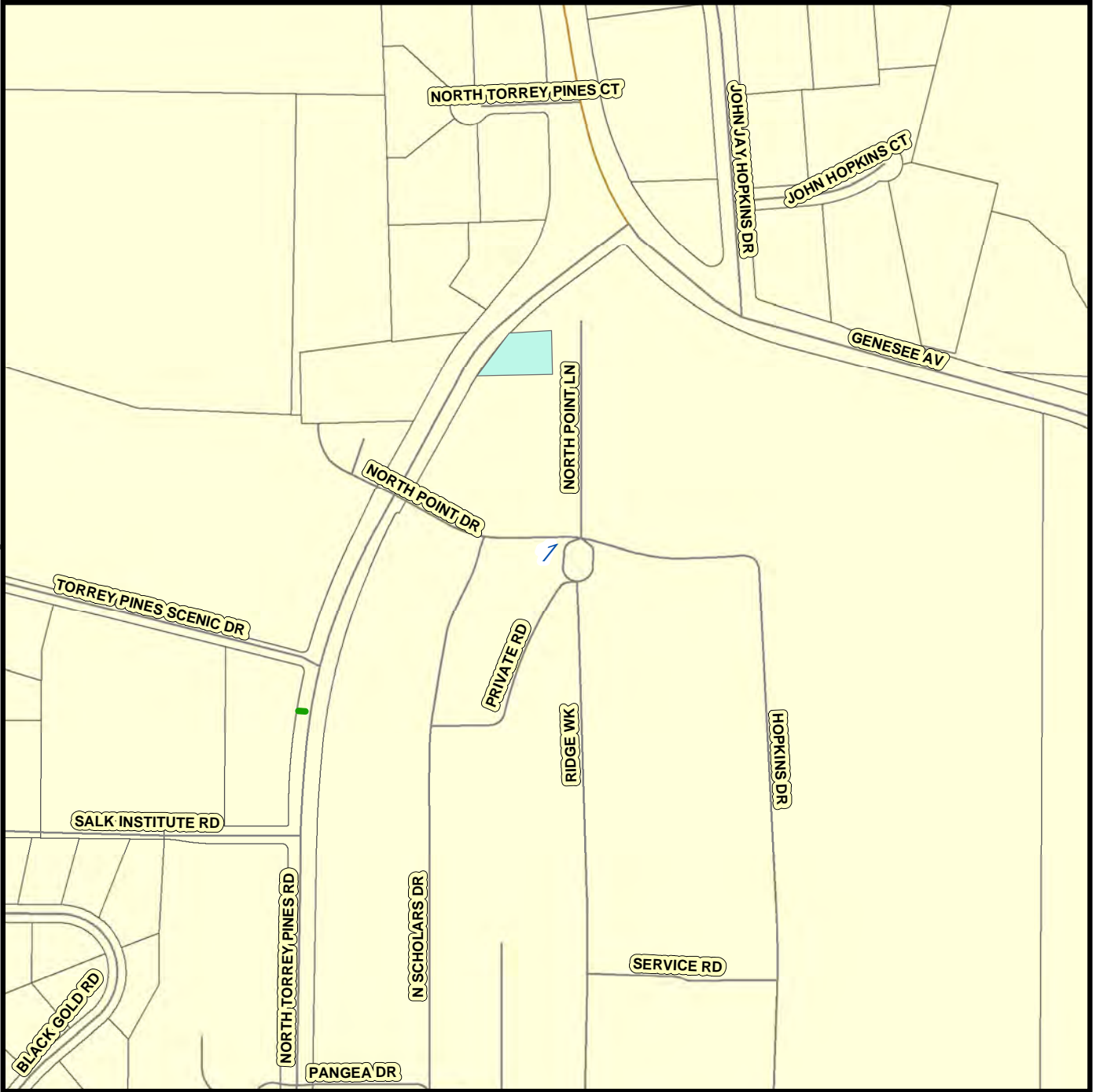
Torrey Pines Fire Station

SENIOR ENGINEER
Jason Grani
619-533-7525

PROJECT MANAGER
Monica Arredondo
619-533-5163

PROJECT ENGINEER
Marlon Perez
619-533-4658

FOR QUESTIONS ABOUT THIS PROJECT
Call: 619-533-4207
Email: engineering@sandiego.gov



Legend

 S-19003



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APPENDIX G

CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

City of San Diego
Rubber Polymer Modified Slurry
Contractor's Daily Quality Control Inspection Report

Project Title: _____ Date: _____

Ambient Temperature (Start of Work): _____ Time: _____

Environmental Considerations: _____

Locations (Address Range/Cross Streets):

1. _____
2. _____
3. _____

Approved Mix Design: _____

Material Suppliers: _____

RPMS Type(s): _____

Slurry Machine #'s: _____

Estimated Cure Time (Break) of Slurry: _____

Pre-Mix (Per 100 Counts)

Gate Setting/Emulsion %: _____

Aggregate Weight: _____

Cement % (by weight of aggregate): _____

Crumb Rubber % (by volume of cement): _____

Machine Inspection

Leaks: _____

Sprayers: _____

Emulsion Filter: _____

Carbon Black: _____

Spreader Box Inspection

Cleanliness: _____

Augers: _____

Rubbers: _____

Fabric: _____

Runners: _____

City of San Diego
Rubber Polymer Modified Slurry
Contractor's Daily Quality Control Inspection Report

Project Conditions

Crack Fill: _____

Asphalt Deficiencies: _____

Cleanliness: _____

Impediments/Other: _____

Communication to Client/ Resident Engineer

Crack Fill: _____

Asphalt Deficiencies: _____

Cleanliness: _____

Impediments/Other: _____

Test Lab

Tech: _____ Time on Site: _____

Notes

QCP Administrator Signature:

Date Signed:

City of San Diego
Asphalt Concrete Overlay
Contractor's Daily Quality Control Inspection Report

Project Title: _____ Date: _____

Locations: 1. _____
2. _____
3. _____

Asphalt Mix Specification: Attached Supplier: _____

Dig out Locations: 1. _____
2. _____
3. _____

Tack Coat Application Rate @ Locations:
1. _____
2. _____
3. _____

Asphalt Temperature at Placement @ Locations:
1. _____
2. _____
3. _____

Asphalt Depth @Locations:
1. _____
2. _____
3. _____

Compaction Test Result @Locations:
1. _____
2. _____
3. _____

Location and nature of defects:

- 1. _____
- 2. _____
- 3. _____

Remedial and Corrective Actions taken or proposed for Engineer's approval:

- 1. _____
- 2. _____
- 3. _____

Date's City Laboratory representative was present:

- 1. _____
- 2. _____
- 3. _____

Verified the following:

- 1. Proper Storage of Materials & Equipment
- 2. Proper Operation of Equipment
- 3. Adherence to Plans and Specs
- 4. Review of QC Tests
- 5. Safety Inspection

Initials:

- _____
- _____
- _____
- _____
- _____

Deviations from QCP _____ (see attached)

Quality Control Plan Administrator's Signature:

Date Signed:

APPENDIX H

MONTHLY DRINKING WATER DISCHARGE MONITORING FORM

DRINKING WATER DISCHARGE MONITORING FORM

(Use for All Discharges to the Storm Drain)

All discharge activities related to this project comply with the State Water Resources Control Board ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES as referenced by (http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wqo2014_0194_dwq.pdf), and as follows:

Project Name:		WBS No.:		Watershed No.	
Qualified Person Conducting Tests:		signature			

BMPs MUST BE IN PLACE PRIOR TO ANY SCHEDULED DISCHARGE

By signing, I certify that all of the statements and conditions for drinking water discharge events are correct.

Event #1												
Discharge Location ¹	Category ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵ (gal)	Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence ⁷			Notes <small>Report exceedence to RE & complete page 2 of 2</small>
					Measure	Unit	Time	Result	Limit	No	Yes	
Inlet Location Start Date: Time: End Date: Time:	Superchlorinated <small>(Chlorine added for disinfection)</small>	TSW <small>(All Categories)</small>	Sweep flow path <small>(gutter, street, etc.)</small>	Total	Chlorine	mg/L			0.1 mg/L= Exceedence			
	Large Volume <small>(≥ 325,850 gal)</small>	PUD <small>(All Categories)</small>	Dechlorination <small>(diffusers, chemicals, etc.)</small>				Reused <small>(if any)</small>					
	Well Dev/Rehab <small>(Not Typical)</small>	Water Board <small>(Large Volume Only)</small>	Inlet Protection		Turbidity	NTU				20 NTU= Exceedence 225 NTU= Exceedence for Ocean		
	Small Volume/Other <small>(No Sampling Required)</small>	County <small>(≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)</small>	Erosion Controls									
			Sediment Controls		pH	Unit			Range 6.5 to 8.5			

Event #2												
Discharge Location ¹	Category ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵ (gal)	Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence ⁷			Notes <small>Report exceedence to RE & complete page 2 of 2</small>
					Measure	Unit	Time	Result	Limit	No	Yes	
Inlet Location Start Date: Time: End Date: Time:	Superchlorinated <small>(Chlorine added for disinfection)</small>	TSW <small>(All Categories)</small>	Sweep flow path <small>(gutter, street, etc.)</small>	Total	Chlorine	mg/L			0.1 mg/L= Exceedence			
	Large Volume <small>(≥ 325,850 gal)</small>	PUD <small>(All Categories)</small>	Dechlorination <small>(diffusers, chemicals, etc.)</small>				Reused <small>(if any)</small>					
	Well Dev/Rehab <small>(Not Typical)</small>	Water Board <small>(Large Volume Only)</small>	Inlet Protection		Turbidity	NTU				20 NTU= Exceedence 225 NTU= Exceedence for Ocean		
	Small Volume/Other <small>(No Sampling Required)</small>	County <small>(≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)</small>	Erosion Controls									
			Sediment Controls		pH	Unit			Range 6.5 to 8.5			

Submit completed Form to RE

Instructional Notes found on the Page 2 of 2

Receiving Water Monitoring

(Complete only if limits exceed on Page 1 of 2)

Event #1	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible <input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access	
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
4) If any answers are YES, Notify the RE immediately for further action	

Event #2	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible <input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access	
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
4) If any answers are YES, Notify the RE immediately for further action	

Instructional Notes

- 1) Log the location of the inlet or discharge point. For example: Albatross St & 5th Av. Log the start date and time and the end date and time of the discharge.
- 2) Log the discharge category. "Superchlorinated" are discharges where additional chlorine is added in order to adequately disinfect and sanitize drinking water system facilities. This does NOT include potable water containing residual chlorine from the water treatment process. "Large Volume" discharges are greater than 325,850 gallons of total volume for one event. "Well Dev/Rehab" are discharges of potable ground water from a well. This is not typical. If none of these categories apply, then select "Small Volume/Other."
- 3) Notifications of the location, date, time, category, and estimated volume of discharge must be made to the contacts and per the requirements below:

Contact	When to Notify	Email
TSW	3 days prior to all discharges	SWPPP@SanDiego.gov
PUD	3 days prior to all discharges	CompReports@SanDiego.gov Rdavenport@SanDiego.gov
San Diego Water Board	3 days prior to Large Volume discharges	SanDiego@WaterBoards.ca.gov Ben.Neill@WaterBoards.ca.gov
County of San Diego	3 days prior if 100,000 gal and within 1/4 mile of ocean/bay	DEH: Joseph.Palmer@SDCounty.ca.gov Dominique.Edwards@SDCounty.ca.gov
	3 days prior if enter county MS4 or unincorporated County	WPP: Nicholas.DeValle@SDCounty.ca.gov LUEG.Watersheds@sdcounty.ca.gov

- 4) At a minimum, sweep gutters prior to starting discharge and use dechlorination BMPs. The contractor and RE must monitor and determine if BMPs need to be removed or modified. For example if inlet protection is causing flooding at a storm drain inlet, contractor may elect to remove BMPs. Document any modification to BMPs in the notes
- 5) Total volume must be logged for all discharges. If discharge water is reused for other purposes such as watering a golf course, log that volume under "Reused"
- 6) Sampling is required for categories per the following table:

Category	Measure	Sample Frequency
Superchlorinated	Chlorine, Turbidity, pH	first 10 min, 50-60 min, last 10 min
Large Volume	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Well Dev/Rehab	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Small Volume/Other	None required	N/A

- 7) Effluent limitations must be monitored not to exceed per the following table:

Measure	Method	Limit
Chlorine	Field Measure	0.10 mg/L-Cl
Turbidity	Visual Estimate	20 NTU for inland waters
		225 NTU for ocean
		100 NTU for wells
pH	Field Measure	6.5 - 8.5

APPENDIX I
HAZARDOUS LABEL/FORMS

HAZARDOUS WASTE

STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES

GENERATOR NAME _____
ADDRESS _____ 24 HR. PHONE () _____
CITY _____ STATE _____ ZIP _____
EPA ID NO. _____ MANIFEST DOCUMENT NO. _____
EPA WASTE NO. _____ CA WASTE NO. _____ ACCUMULATION START DATE _____ / /

CONTENTS, COMPOSITION _____
PROPER DOT SHIPPING NAME _____
TECHNICAL NAME (S) _____
UNNA NO. WITH PREFIX _____

PHYSICAL STATE HAZARDOUS PROPERTIES FLAMMABLE TOXIC
 SOLID LIQUID CORROSIVE REACTIVE OTHER _____

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

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

Questions for Incident Assessment:

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

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

Call 911 in an emergency

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

If in doubt, report the release.

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

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

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

2. ADMINISTRATIVE INFORMATION

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

3. CHEMICAL INFORMATION

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

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

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

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

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

BASIC INSTRUCTIONS:

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

SPECIFIC INSTRUCTIONS:

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

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

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

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

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

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

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

Block H: List any additional pertinent information.

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

MAIL THE COMPLETED REPORT TO:

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

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

APPENDIX J

SWPPP CONSTRUCTION BMP MAINTENANCE LOG

SWPPP Construction BMP Maintenance Log

Examples of construction BMP maintenance activities include but are not limited to tasks listed below. The contractor is ultimately responsible for compliance with the Storm Water Standards Manual and/or the Construction General Permit, and for ensuring all BMPs function per manufacturer's specifications. Use the attached log to schedule and document maintenance activities. The log shall be kept with the project SWPPP document at all times.

Construction BMP Maintenance Activities

- Maintain stabilized construction entrances/exits
- Redress gravel/rock to full coverage and remove any sediment accumulation
- Remove and replace geotextile/compost blanket/plastic with holes or tears
- Redress and restabilize erosion or rilling greater than 1-inch deep
- Reapply hydraulic stabilization products to full coverage
- Remove and replace silt fence/fiber roll/gravel bags/etc. with holes or tears
- Reinstall or replace silt fence/fiber roll/etc. with sags
- Remove sediment accumulation from perimeter controls
- Remove sediment accumulation from storm drain inlet protection and check dams
- Remove sediment accumulation from energy dissipators
- Repair or remove any vehicle/equipment that leaks
- Remove any accumulation in drip pans or containment
- Empty concrete washouts when they reach 75% capacity
- Empty waste disposal containers when they reach 95% capacity

Construction BMP Maintenance Log

Project Title:

WBS/IO No:

WDID:

Scheduled Date/Time	Completion Date/Time	Location	Maintenance Tasks Performed	Logged By

SAMPLE K

SAMPLE OF PUBLIC NOTICES (SB1 FUNDED ONLY)



This project is funded in part by state gas tax revenue (SB1)



CONSTRUCTION NOTICE

PROJECT TITLE

Street Resurfacing

As part of the Capital Improvements Program (CIP) project, funded in part by State Gas Tax revenue (SB1), in your community, street resurfacing has been scheduled for the following date and locations:

**Thursday, Aug. 31 at 7 p.m.
to Friday, Sept. 1 at 5 a.m.**

The work will take place:

- Sassafras Street/India Street
- Sassafras Street/Kettner Boulevard

How your neighborhood may be impacted:

- No parking signs will be posted at least 72 hours before work begins. Vehicles in violation of signs **will be towed**.
- Temporary road closures, traffic rerouting, parking and access restrictions will be in effect during the work hours.
- Access to driveways will not be available when resurfacing is taking place at your driveway. Please allot extra time for ingress/egress from driveways and direct all questions about driveway access to the foreman on site.
- Trash service schedule will not be impacted. Please place trash cans in normal pickup area.

City of San Diego contractor contact information:

To contact the City of San Diego: Public Works
619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

This information is available in alternative formats upon request.



This project is funded in part by state gas tax revenue (SB1)



CONSTRUCTION NOTICE

PROJECT TITLE

Street Resurfacing

As part of the Capital Improvements Program (CIP) project, funded in part by State Gas Tax revenue (SB1), in your community, street resurfacing has been scheduled for the following date and locations:

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- Trash service schedule will not be impacted. Please place trash cans in normal pickup area.

City of San Diego contractor contact information:

To contact the City of San Diego: Public Works
619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

This information is available in alternative formats upon request.

APPENDIX L

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 402-2, "Protection", of the 2018 Whitebook.**

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

- A. Endpoints, see Photo 1:

Photo 1



B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



Network Devices, see Photo 3:

Photo 3



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

Photo 4



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

Photo 5

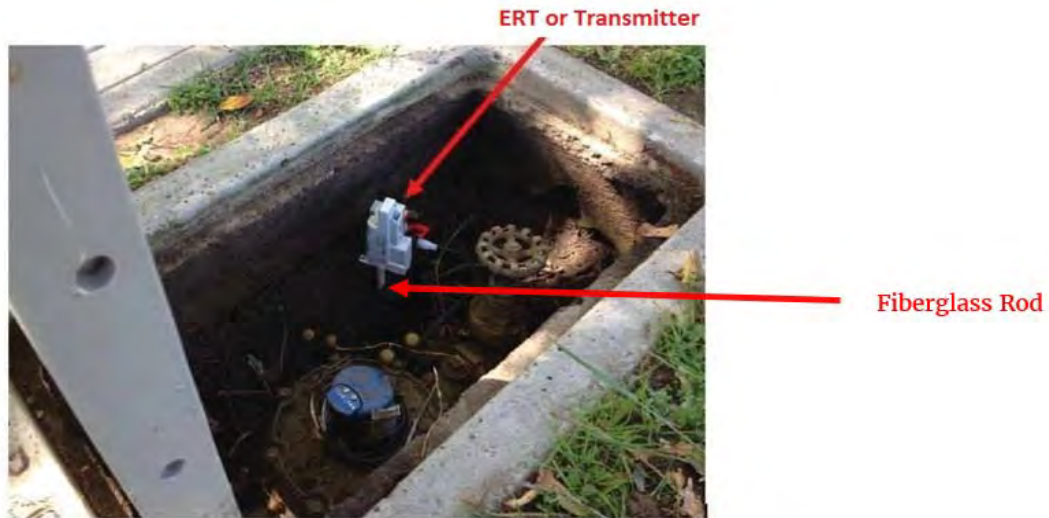


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



You are responsible when working in and around meter boxes. If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.**

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

Photo 8



Network Device

Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

ATTACHMENT F
RESERVED

ATTACHMENT G
EVALUATION AND SELECTION CRITERIA

ATTACHMENT G

EVALUATION AND SELECTION

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. (0-2 points) Describe the proposed management plan for this Project. Describe the qualifications of key proposed construction and technical personnel, and subcontractors, from applicable fields including the following:

- 5.1.1 Civil
- 5.1.2 Architectural
- 5.1.3 Structural
- 5.1.4 Mechanical
- 5.1.5 Electrical
- 5.1.6 Instrumentation and Controls
- 5.1.7 Environmental
- 5.1.8 Geotechnical
- 5.1.9 Corrosion

- 3.2. (0-3 points) Describe the Teaming Plan/Agreement: what is the management plan and structure of the team, how does the team resolve conflicts and RFI's? What is the communication protocol of the team? What are the QA/QC protocols for the team?

4. Technical Approach and Design Concept (15 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. Proposed Design (0-3 points) Describe the proposed design outlined with the RFP program. The City wants to encourage design and construction creativity within the limits of the project budget, schedule and concept.
- 4.1.2. Durability and Ease of Maintenance (0-3 points) Minimum requirements for functional life expectancy and durability are described in the RFP program. Points will be awarded based on the service life proposed by the design builder.
- 4.1.3. Aesthetics and Functionality (0-3 points) Describe the building design, architecture, aesthetics, and functionality in accordance with the RFP program.
- 4.1.4. Delivery Method (0-2 points) Describe how the team will take advantage of the Design/Build delivery method
- 4.1.5. LEED (0-2points) – Silver is a minimum requirement, therefore 1 point will be awarded if LEED Gold is proposed, and 1 additional point (for the total of 2 points) will be awarded if LEED Platinum is proposed.
- 4.1.6. Site Layout- (0-2 points) –Site layout of all improvements shall give special consideration to the following:
 - Integration into existing circulation (both pedestrian and vehicular).
 - Landscape integration with building design

5. Construction Plan (15 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 phasing of construction activities
 - 5.1.3. General plan for functional testing and start-up.
 - 5.1.4. Proposed safety program
 - 5.1.5. Proposed emergency response plan
 - 5.1.6. Proposed construction schedule
 - 5.1.7. Traffic Control Management
 - 5.1.8. Community Impact

6. Equal Employment and Contracting Opportunity (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. Community Votes (25 Points Max)

- 7.1. Public Votes on Proposals: Upon receiving the Design Builders’ Technical Proposals, the design builders’ renderings will be displayed for public votes. Written public comments will be collected during the two-week display of the renderings at the project web site. For purposes of public review the display boards shall be unmarked and anonymous. Each Design-Builder is prohibited from submitting or soliciting public comments on behalf of their proposal.
- 7.2. Scoring for the votes will be on a weighted average basis:
 - 7.2.1. $(\text{Votes received} / \text{total overall votes}) \times 25 = \text{Points earned}$

8. Presentation and Interview (10 Points Max)

Evaluation of Design-Builder Team qualifications, experience, proposal, and presentation.
TOTAL POINTS: 100

9. Review of Technical Proposal

- 9.1. Following the receipt of the Technical Proposal, the City anticipates allotting 2 weeks for review of the Technical Proposals.
- 9.2. Subsequent to receipt, the City will provide written notice of the schedule for technical presentations. The purpose of the presentations is to allow the Panel to ask questions and to seek clarifications about the Proposal. It also provides an opportunity for the Design-Builders to elaborate on and highlight significant parts of

their Proposals. This schedule will be on a random draw basis and has no bearing on the potential for award or other significance.

9.2.1. Interviews will consist of thirty (30) minute presentations by each Design-Builder; and (30) minutes for questions and answers. The presentations shall be given by the Design-Builders' key personnel who will be continuously involved on site or in San Diego in proportion to their level of involvement.

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

10. Final Selection Based on Best Value, Best Design for a Predetermined Price

10.1. The City has set a predetermined Contract price of \$16,500,000. The City will select a Design-Builder that will offer the best value, design and construction of this project as per the scope shown in Attachment A.

10.2. The Panel will evaluate the proposals according to the point system described herein to select the Design-Builder

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

ATTACHMENT H
PRICE PROPOSAL FORMS

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **Torrey Pines Fire Station**, 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	\$	
2	541330	Engineering and Design Services	1	D	LS	\$	
3	236220	Construction	1		LS	\$	
4	237110	Phased Paving	1		LS	\$	
5	236220	Building Permit (EOCP Type I)	1		AL	\$	\$150,000
6		City Contingency (EOC Type II)	1		AL	\$	\$1,000,000
7	541330	SWPPP Development	1	D	LS	\$	
8	237310	SWPPP Implementation	1		LS	\$	
9	541330	SWPPP Permit Fee (EOC Type I)	1		AL	\$	\$2,000
10	541370	Survey Services	1	D	LS	\$	
11	541690	Archaeological and Native American Monitoring Program	1		LS	\$	
12	237310	Traffic Control Design	1		LS	\$	
13	236220	Furnishing, Fixtures & Equipment	1		AL	\$	\$200,000
TOTAL DESIGN-BUILD BASE PROPOSAL (ITEMS NO 1 THROUGH 13 INCLUSIVE):							\$16,500,000

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

Total Price for Design-Build Proposal, (items 1 through 13, inclusive) amount written in words:

Design-Builder: _____

Title: _____

Signature: _____

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

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

**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 [Ⓛ]	WHERE CERTIFIED [Ⓜ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

② As appropriate, Design-Builder shall indicate if Subcontractor is certified by:

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

The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

****TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY****

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

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

1. 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 **Torrey Pines Fire Station Design - Build Contract**.

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

3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.

4. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as The Design-Builder deems necessary.

To all the foregoing, and including all Proposal schedule(s) and information required of the Design-Builder contained in this Proposal Form, said 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: December 15, 2020

The Design-Builder: Level 10 Construction

By:  _____
(Signature)

Title: James F. Evans, Chief Financial Officer

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 _____
- (2) Signature (Given and surname) of proprietor _____
- (3) Place of Business (Street & Number) _____
- (4) City and State _____ Zip Code _____
- (5) Telephone No. _____ Facsimile No. _____
- (6) Email Address _____

IF A PARTNERSHIP, SIGN HERE:

(1) Name under which business is conducted Level 10 Construction

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

Level 10 Management Inc. (General), Level 10 Investments (Limited), Dennis Giles (Limited), James F. Evans (Limited), Paul Moran (Limited), Douglas Collins (Limited), Casey Wend (Limited), Kevin Englund (Limited), Patrick Morrissey (Limited), Leigh Askew (Limited)

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



Full Name and Character of partner

Jay Paul, General Partner

(4) Place of Business (Street & Number) 1050 Enterprise Way, Suite 250

(5) City and State Sunnyvale, CA Zip Code 94089

(6) Telephone No. 408-747-5000 Facsimile No. 408-747-5005

(7) Email Address jevans@level10gc.com

IF A CORPORATION, SIGN HERE:

(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. _____ Facsimile No. _____

(7) Email Address _____

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 CA Contractors License Type B - General Building

LICENSE NO. 967797 EXPIRES 11/30/2021

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000002788

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): 45-3369524

E-Mail Address: jevans@level10gc.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  Title Chief Financial Officer

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

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

(NOTARIAL

SEAL)

SEE ATTACHED CERTIFICATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Santa Clara)
On December 14, 2020 before me, Sonia Cassandra Obregon,
Date Here Insert Name and Title of the Officer
personally appeared James F. Evans
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.
Signature _____
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Request for Proposal Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

PERFORMANCE BOND AND LABOR AND MATERIAL MEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Level 10 Construction, a corporation, as principal, and Fidelity and Deposit Company of Maryland, and Zurich American 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 Sixteen Million Five Hundred Thousand Dollars and Zero Cents(\$16,500,000.00), for the faithful performance of the annexed contract, and in the sum of Sixteen Million Five Hundred Thousand Dollars and Zero Cents(\$16,500,000.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Torrey Pines Fire Station,K-21-1909-DB2-3**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

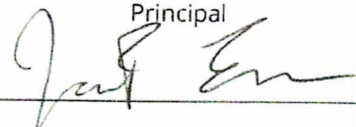
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND (Cont.)

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

Dated March 2, 2021

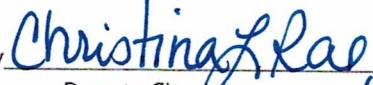
Approved as to Form

Level 10 Construction

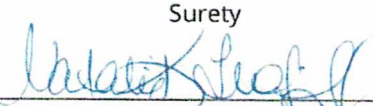
Principal
By 
James F Ewars, CFO

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By 
Deputy City Attorney 6/4/2021

Fidelity and Deposit Company of Maryland
Zurich American Insurance Company

Surety
By 
Natalie K. Trofimoff Attorney-in-fact

Approved:

By 
James Nagelvoort
Director
Engineering & Capital Projects Department

525 Market St., Suite 2900

Local Address of Surety

San Francisco, CA 94105

Local Address (City, State) of Surety

415-590-1138

Local Telephone No. of Surety

Premium \$ 103,480.00

Bond No. 9371393

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

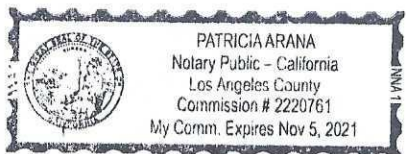
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
) ss
County of Los Angeles)


On MAR 02 2021, before me, Patricia Arana, Notary Public, personally appeared Natalie K. Trofimoff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



(Seal)

Signature: 
Patricia Arana, Notary Public

Bond Number 9371393
Obligee City of San Diego

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Natalie K. Trofimoff, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

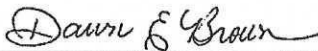
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of January, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Robert D. Murray*
Vice President



By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 24th day of January, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this day of MAR 02 2021.



Michael C. Fay

Michael C. Fay, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

**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: Level 10 Construction

Certified By James F. Evans Title Chief Financial Officer


 Signature

Date December 15, 2020

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Level 10 Construction		Level 10 Construction	
Street Address	City	State	Zip
12626 High Bluff Drive, Suite 250	CA		92130
Contact Person, Title		Phone	Fax
Mike Conroy, VP of Operations		858-939-9780	858-408-7488

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

* The precise nature of the interest includes:

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

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

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

Name	Title/Position
Mike Conroy	VP of Operations
City and State of Residence	Employer (if different than Bidder/Proposer)
Carlsbad, CA	
Interest in the transaction	
VP of Operations on this project	

Name	Title/Position
Jerry Kirkland	Project Executive
City and State of Residence	Employer (if different than Bidder/Proposer)
Encinitas, CA	
Interest in the transaction	
Project Executive on this project	

*** 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.

James F. Evans, CFO

Print Name, Title


Signature

December 15, 2020

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.

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Level 10 Construction		Level 10 Construction	
Street Address	City	State	Zip
12626 High Bluff Drive, Suite 250		CA	92130
Contact Person, Title		Phone	Fax
Mike Conroy, VP of Operations		858-939-9780	858-408-7488

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Name	Title/Position
Dennis Daley	Project Manager
City and State of Residence	Employer (if different than Bidder/Proposer)
Oceanside, CA	
Interest in the transaction	
Project Manager on this project	

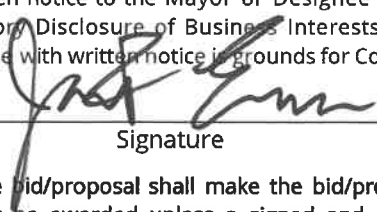
Name	Title/Position
Tom McGee	Superintendent
City and State of Residence	Employer (if different than Bidder/Proposer)
Perris, CA	
Interest in the transaction	
Superintendent on this project	

*** Use Additional Pages if Necessary ***

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James F. Evans, CFO

Print Name, Title



Signature

December 15, 2020

Date

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Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Level 10 Construction		Level 10 Construction	
Street Address	City	State	Zip
12626 High Bluff Drive, Suite 250		CA	92130
Contact Person, Title		Phone	Fax
Mike Conroy, VP of Operations		858-939-9780	858-408-7488

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).

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- 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,
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- directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Kristina Piraino	Project Engineer
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	
Interest in the transaction	
Project Engineer on this project	

Name	Title/Position
Rob Leming	Preconstruction Executive
City and State of Residence	Employer (if different than Bidder/Proposer)
Carlsbad, CA	
Interest in the transaction	
Preconstruction Executive on this project	

*** Use Additional Pages if Necessary ***

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James F. Evans, CFO
Print Name, Title

Signature

December 15, 2020
Date

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Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Level 10 Construction		Level 10 Construction	
Street Address	City	State	Zip
12626 High Bluff Drive, Suite 250	CA		92130
Contact Person, Title		Phone	Fax
Mike Conroy, VP of Operations		858-939-9780	858-408-7488

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).

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- directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Mason Atkinson	Estimator
City and State of Residence	Employer (if different than Bidder/Proposer)
Encinitas, CA	
Interest in the transaction	
Estimator on this project	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

* Use Additional Pages if Necessary *

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

James F. Evans, CFO
Print Name, Title


Signature

December 15, 2020
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.

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Miller Hull Partnership, LLP			
Street Address	City	State	Zip
71 Columbia, Sixth Fl.	Seattle	WA	98104
Contact Person, Title		Phone	Fax
Ron Rochon, Managing Partner		206-682-6837	206-682-5392

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

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- directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Ronald Rochon	Managing Partner
City and State of Residence	Employer (if different than Bidder/Proposer)
Seattle, WA	
Interest in the transaction	
20% Ownership, Miller Hull Partnership, LLP	

Name	Title/Position
Scott Wolf	Partner
City and State of Residence	Employer (if different than Bidder/Proposer)
Seattle, WA	
Interest in the transaction	
20% Ownership, Miller Hull Partnership, LLP	

* 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 for Contract termination.

Ron Rochon, FAIA, Managing Partner



11/20/2020

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.

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Miller Hull Partnership, LLP			
Street Address	City	State	Zip
71 Columbia, Sixth Fl.	Seattle	WA	98104
Contact Person, Title		Phone	Fax
Ron Rochon, Managing Partner		206-682-6837	206-682-5392

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.

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- directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Sarah Sian Roberts	Partner
City and State of Residence	Employer (if different than Bidder/Proposer)
Mercer Island, WA	
Interest in the transaction	
20% Ownership, Miller Hull Partnership, LLP	

Name	Title/Position
Robert Misel	Partner
City and State of Residence	Employer (if different than Bidder/Proposer)
Vashon Island, WA	
Interest in the transaction	
13.33% Ownership, Miller Hull Partnership, LLP	

*** 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 for Contract termination.

Ron Rochon, FAIA, Managing Partner



11/20/2020

Print Name, Title

Signature

Date

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Mandatory Disclosure of Business Interests Form

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Contact Person, Title		Phone	Fax
Ron Rochon, Managing Partner		206-682-6837	206-682-5392

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Name	Title/Position
Ruth Baleiko	Partner
City and State of Residence	Employer (if different than Bidder/Proposer)
Bainbridge Island, WA	
Interest in the transaction	
13.34% Ownership, Miller Hull Partnership, LLP	

Name	Title/Position
Brian Court	Partner
City and State of Residence	Employer (if different than Bidder/Proposer)
Seattle, WA	
Interest in the transaction	
13.33% Ownership, Miller Hull Partnership, LLP	

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Ron Rochon, FAIA, Managing Partner



11/20/2020

Print Name, Title

Signature

Date

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Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Coffman Engineers, Inc.		Coffman Engineers, Inc.	
Street Address	City	State	Zip
1455 Frazee Rd. Ste 600	San Diego	CA	92108
Contact Person, Title		Phone	Fax
Jim Conley, SE, DBIA, Principal, Structural Engineer		619.232.4673	N/A

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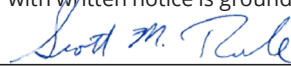
Name	Title/Position
Scott Twele, PE, DBIA	Vice President and Managing Principal, Fire Protection Engineer
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	Coffman Engineers, Inc.
Interest in the transaction	
none	

Name	Title/Position
Jim Conley, SE, DBIA	Principal, Structural Engineer
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	Coffman Engineers, Inc.
Interest in the transaction	
none	

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Scott Twele, PE, DBIA,
Vice President and Managing Principal



11/30/2020

Print Name, Title

Signature

Date

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Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Coffman Engineers, Inc.		Coffman Engineers, Inc.	
Street Address	City	State	Zip
1455 Frazee Rd. Ste 600	San Diego	CA	92108
Contact Person, Title		Phone	Fax
Jim Conley, SE, DBIA, Principal, Structural Engineer		619.232.4673	N/A

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Name	Title/Position
Aman Shah, PE	Fire Protection Engineer
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	Coffman Engineers, Inc.
Interest in the transaction	
none	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

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Scott Twele, PE, DBIA,
Vice President and Managing Principal



11/30/2020

Print Name, Title

Signature

Date

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Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Latitude 33 Planning & Engineering		Latitude 33 Planning & Engineering	
Street Address	City	State	Zip
9968 Hibert Street 2nd Fl. San Diego		California	92131
Contact Person, Title		Phone	Fax
Nicholas J. Psychogios, PE - Principal		858-875-1743	858-751-0634

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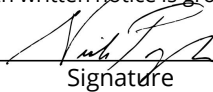
Name	Title/Position
Nicholas J. Psychogios, PE	Principal
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	Latitude 33 Planning & Engineering
Interest in the transaction	
Civil Engineering	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

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Nicholas J. Psychogios, PE - Principal



11/12/2020

Print Name, Title

Signature

Date

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Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Schmidt Design Group, Inc.			
Street Address	City	State	Zip
1310 Rosecrans Street, Suite G	San Diego	California	92106
Contact Person, Title		Phone	Fax
Jeffrey T. (JT) Barr, Vice President		619-236-1462	619-236-8792

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).

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Name	Title/Position
Glen Schmidt	President
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	Schmidt Design Group, Inc.
Interest in the transaction	
59.1% Corporate Owner, Bidder - Schmidt Design Group	

Name	Title/Position
Jeffrey T. (JT) Barr	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	Schmidt Design Group, Inc.
Interest in the transaction	
39% Corporate Owner, Bidder- Schmidt Design Group	

* Use Additional Pages if Necessary *

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Jeffrey T. (JT) Barr, Vice President



11/24/2020

Print Name, Title

Signature

Date

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Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Schmidt Design Group, Inc.			
Street Address	City	State	Zip
1310 Rosecrans Street, Suite G	San Diego	California	92106
Contact Person, Title		Phone	Fax
Jeffrey T. (JT) Barr, Vice President		619-236-1462	619-236-8792

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Name	Title/Position
Jeff Justus	Technical Principal
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	Schmidt Design Group, Inc.
Interest in the transaction	
1.9% Corporate Owner, Bidder - Schmidt Design Group	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

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Jeffrey T. (JT) Barr, Vice President



11/24/2020

Print Name, Title

Signature

Date

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Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Chen Ryan Associates, Inc.			
Street Address	City	State	Zip
3900 Fifth Avenue, Suite 310	San Diego	CA	92103
Contact Person, Title		Phone	Fax
Stephen Cook, Principal		619-795-6086	N/A

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Name	Title/Position
Stephen Cook	Principal
City and State of Residence	Employer (if different than Bidder/Proposer)
La Mesa, CA	Chen Ryan Associates
Interest in the transaction	
10.2% owner in Chen Ryan Associates	

Name	Title/Position
Matt Capuzzi	Principal
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	Chen Ryan Associates
Interest in the transaction	
21.9% owner in Chen Ryan Associates	

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Stephen Cook



11/12/2020

Print Name, Title

Signature

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Name	Title/Position
Ross Duenas	Assocaite
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	Chen Ryan Assocaites
Interest in the transaction	
5.9% owner in Chen Ryan Associates	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

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Stephen Cook



11/12/2020

Print Name, Title

Signature

Date

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Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Barnett Quality Control Services, Inc.		NOVA Services, Inc.	
Street Address	City	State	Zip
4373 Viewridge Avenue, Suite B	San Diego	CA	92123
Contact Person, Title		Phone	Fax
Danny J. Barnett, President, CEO		858.292.7575	No Fax

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Name	Title/Position
Danny J. Barnett	President/CEO
City and State of Residence	Employer (if different than Bidder/Proposer)
Poway, CA	Barnett Quality Control Services, Inc. dba NOVA Services, Inc.
Interest in the transaction	
51% majority owner	

Name	Title/Position
Dan Barnett	Principal
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	Barnett Quality Control Services, Inc. dba NOVA Services, Inc.
Interest in the transaction	
49% majority owner	

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Danny J. Barnett, President, CEO _____ 11/12/2020
 Print Name, Title _____ Signature _____ Date _____

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Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
ICF		ICF Jones & Stokes	
Street Address	City	State	Zip
525 B St. #1700, San Diego		CA	92101
Contact Person, Title		Phone	Fax
Trina Fisher, Contracts Administrator		916-231-7636	866-771-9385

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Name	Title/Position
Lance Unverzagt	Senior Project Manager
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	ICF Jones & Stokes
Interest in the transaction	
Project Manager for ICF	

Name	Title/Position
Chad Beckstrom	Senior Managing Director
City and State of Residence	Employer (if different than Bidder/Proposer)
Irvine, CA	ICF Jones & Stokes
Interest in the transaction	
Project Director for ICF	

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Jodi Young, Manager, Contracts



12/01/2020

Print Name, Title

Signature

Date

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Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
ELEN CONSULTING INC			
Street Address	City	State	Zip
9150 CHESAPEAKE DR. #220, SAN DIEGO		CA	92123
Contact Person, Title		Phone	Fax
DMITRIY NATHANSON		(619) 550-1085	

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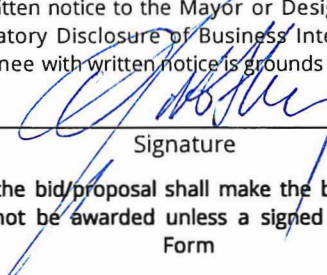
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Name	Title/Position
DMITRIY NATHANSON	PRESIDENT
City and State of Residence	Employer (if different than Bidder/Proposer)
SAN DIEGO, CA	
Interest in the transaction	
PROVIDE ELECTRICAL CONSULTING TO PROJECT	

Name	Title/Position
STEPHANE BEAUVAIS	VICE PRESIDENT
City and State of Residence	Employer (if different than Bidder/Proposer)
SAN DIEGO, CA	
Interest in the transaction	
PROVIDE ELECTRICAL CONSULTING TO PROJECT	

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DMITRIY NATHANSON		12/08/2020
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.

**DEBARMENT AND SUSPENSION CERTIFICATION
PRIME CONTRACTOR
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

EFFECT OF DEBARMENT OR SUSPENSION
<p>To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible- bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): <i>Bidders</i> and <i>contractors</i> who have been <i>debarred</i> or <i>suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract</i> awards, executing <i>contracts</i>, participating as a <i>subcontractor</i>, employee, agent or representative of another <i>person</i> contracting with the City.</p>

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 Names of the Principal Individual owner(s).

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

NAME	TITLE
James F. Evans	Chief Financial Officer
Mike Conroy	VP Operations

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

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:


- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: Level 10 Construction

Certified By James F. Evans Title Chief Financial Officer


Name
Signature

Date December 15, 2020

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

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Rashidah Abdul-Khalig	CEO/Owner, Rashidah's Unique Broom

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Miguel Martinez	Owner/President, Alta Land Surveying, Inc

SUBCONTRACTOR SUPPLIER MANUFACTURER

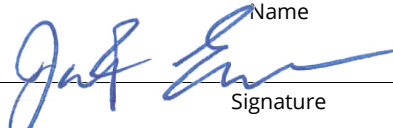
NAME	TITLE
Terry E. Waddington	Owner, Modern Masonry

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Brian Johnson	CFO, Minshew Brothers Steel Construction Inc.

Contractor Name: Level 10 Construction

Certified By James F. Evans Title Chief Financial Officer


 Name
 Signature

Date December 16, 2020

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
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Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
William W. Whitacre	President, DA Whitacre Construction Inc.

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Steve Spooner	Owner, Spooner's Woodworks, Inc.

SUBCONTRACTOR SUPPLIER MANUFACTURER

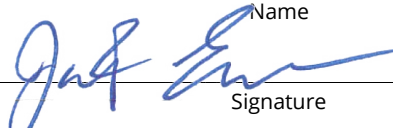
NAME	TITLE
Adam Beamish	President, Mark Beamish Waterproofing, Inc.

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Anthony Zaffuto	CEO, Sylvester Roofing Co., Inc.

Contractor Name: Level 10 Construction

Certified By James F. Evans Title Chief Financial Officer


 Name
 Signature

Date December 16, 2020

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
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Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Alex Chertkov	President, San Diego Sheet Metal Inc.

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Barry Livengood	Owner, A Glasco, Inc.

SUBCONTRACTOR SUPPLIER MANUFACTURER

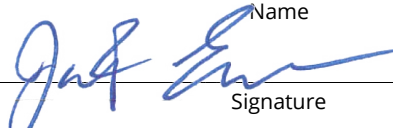
NAME	TITLE
Matthew E. Schmidt	President, CMS Interiors Inc.

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Ross Murray	Owner, Superior Door Systems

Contractor Name: Level 10 Construction

Certified By James F. Evans Title Chief Financial Officer

Name

 Signature

Date December 16, 2020

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
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Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Jim Kasella	President, Anning-Johnson Company

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Scott Wening	Howard's Rug Company

SUBCONTRACTOR SUPPLIER MANUFACTURER

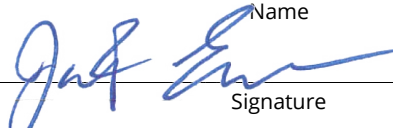
NAME	TITLE
Jennifer McKinney	McKinney Contracting Inc.

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
John Panuzzo	President/COO, United Design Group

Contractor Name: Level 10 Construction

Certified By James F. Evans Title Chief Financial Officer

Name

 Signature

Date December 16, 2020

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
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Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Yigael Spiro	Owner, Custom Interiors by Yigael

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Greg Ergenbright	President, Schindler Elevator Corporation

SUBCONTRACTOR SUPPLIER MANUFACTURER

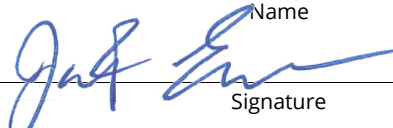
NAME	TITLE
Jill McCarty	President, A-1 Fire Protection

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Barry J. Sheerman	President, Ranbar Plumbing Contractors Inc.

Contractor Name: Level 10 Construction

Certified By James F. Evans Title Chief Financial Officer

Name

 Signature

Date December 16, 2020

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
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Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Ryan Rethmeier	President, Western Pump

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Boris Barshak	CEO, Alpha Mechanical

SUBCONTRACTOR SUPPLIER MANUFACTURER


NAME	TITLE
Jeff Storey	President, AAir Purification System

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Ted Baker	President/CEO, Baker Electric Inc.

Contractor Name: Level 10 Construction

Certified By James F. Evans Title Chief Financial Officer


 Name
 Signature

Date December 16, 2020

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
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Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Jon Steinhilber	JJJ Enterprises

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Stephen H. Groves	President, Cats Excavating Inc.

SUBCONTRACTOR SUPPLIER MANUFACTURER

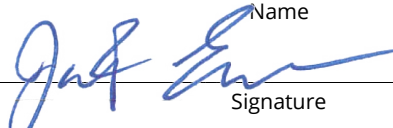
NAME	TITLE
Ashley Collins	President, Superior Shoring and Drilling

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Alicia Vasquez	CEO/President, Frank and Son Paving, Inc.

Contractor Name: Level 10 Construction

Certified By James F. Evans Title Chief Financial Officer


 Name
 Signature

Date December 16, 2020

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
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Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Alicia E. Lowery	President, QSB Construction

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Greg Vasilieff	President, Western Gardens Landscaping

SUBCONTRACTOR SUPPLIER MANUFACTURER

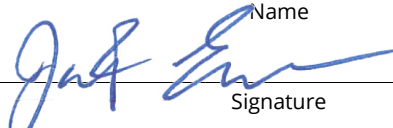
NAME	TITLE
Mitchel Whitson	Owner, Whitson Contracting & Management

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Craig Barry	President, Piperin Corporation

Contractor Name: Level 10 Construction

Certified By James F. Evans Title Chief Financial Officer


 Name
 Signature

Date December 16, 2020

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
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Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Dan Barnett	President/CEO, NOVA Services, Inc.

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Glen Schmidt	President, Schmidt Design Group, Inc.

SUBCONTRACTOR SUPPLIER MANUFACTURER

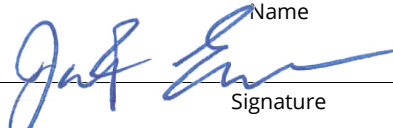
NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Level 10 Construction

Certified By James F. Evans Title Chief Financial Officer

Name

 Signature

Date December 16, 2020

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:

Torrey Pines Fire Station

(Project Title)

as particularly described in said contract and identified as RFP No. **K-21-1909-DB2-3**; SAP No. (WBS) **S-19003** ; 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 4th day of June, 2021, by and between The City of San Diego [City], a municipal corporation, and **Level 10 Construction** [Design-Builder], for the purpose of designing and constructing the **Torrey Pines Fire Station** (Project) in the total amount Sixteen Million Five Hundred Thousand Dollars and Zero Cents (\$16,500,000.00), which is comprised of the Base Proposal.

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-21-1909-DB2-3** for **Torrey Pines Fire Station**, 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 2018 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2018 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract

Documents shall include the items mentioned in section 3-7.2 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  _____

By  _____

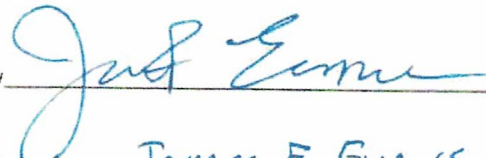
Print Name: James Nagelvoort
Director
Engineering & Capital Projects Department

Print Name: Christina L. Rae
Deputy City Attorney

Date: 5/20/21

Date: 6/4/2021

CONTRACTOR Level 10 construction

By  _____

Print Name: JAMES F EVANS

Title: CFE

Date: 3-3-21

City of San Diego License No.: B2013056480

State Contractor's License No.: 967797

ATTACHMENT K
DESIGN-BUILD STIPEND AGREEMENT

STIPEND AGREEMENT

This stipend agreement [Stipend Agreement] is made and entered into this __day of __, 20xx, by and between The City of San Diego [City], a municipal corporation, and **INSERT NAME OF DB FIRM** [Design-Builder], for the purpose of submitting fully developed proposal for the (Torrey Pines Fire Station) in the amount of Twenty Five Thousand dollars and zero cents (\$25,000). The City and Design-Builder are referred to herein as the "Parties".

RECITALS

- A. On **January 8, 2019**, City issued a Request for Qualifications [RFQ] for the Project. To short list qualified Design-Build teams.
- B. The Request for Proposal [RFP] for **K-21-1909-DB2-3** will require each Design-Builder to complete and deliver a Stipend Agreement to the City within the time frame required to submit a proposal in response to the RFP.
- C. The purpose of the stipend is to encourage competition, increase responsiveness, and obtain higher quality proposals.

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.

STIPEND AGREEMENT

1. Work Product

- 1.1** The City hereby retains Design-Builder to prepare and submit, in response to the RFP, a Technical Proposal that conforms in all material respects to the requirements of the RFP, as determined by the City, and satisfies the provisions set forth in the RFP.
- 1.2** All work performed by Design-Builder and its team members pursuant to this Stipend Agreement shall be considered work for hire, and the Work Product (as defined below) shall become the property of the City without restriction or limitation on its use. Neither Design-Builder nor any of its team members shall copyright any of the material developed under this Stipend Agreement.
- 1.3** Design-Builder agrees that all Work Product is, upon receipt by the City, the property of the City. The term "Work Product" shall mean all submittals made by Design-Builder during the RFP process, including the Proposal, exchanges of information during the pre-proposal and post-proposal period. However, the term "Work Product" shall specifically exclude patented rights in previously existing proprietary technology.
- 1.4** In consideration for the City's agreement to make payment hereunder, Design-Builder agrees that the City shall be entitled to use all Work Product, without any further compensation or consideration to the Design-Builder, in connection with the RFP, the Contract Documents, the Project, and future procurements by the City.

2. Compensation and Payment

2.1 Compensation payable to Design-Builder for the Work Product described herein shall be \$25,000, if all the following conditions are met:

2.1.1 Design-Builder's Proposal was not selected for award.

2.1.2 The Proposal is responsive to the RFP.

2.1.3 The Proposal contains Schematic Design Drawings which shall include, but not be limited to the following:

2.1.3.1 All drawings are to be to scale. Plans and elevations are to be dimensioned. The format of the drawings is at the discretion of the Design-Build Entity [D-BE] Team. These are minimum requirements and additional exhibits, including special design features proposed, may be submitted at the D-BE's discretion. Drawings and massing study model will be displayed for public review and comment in the project web site. The drawings and model will be displayed anonymously for two weeks; therefore, one set of electronic drawings, and the 3-dimensional study model must be provided without any reference to, or identification of the D-BE or any D-BE team member or its consultants/subcontractors.

2.1.3.2 The following schematic architectural drawings and models delineating and detailing design features, materials, and options are required for compliance with this RFP: Submit two (1) set of full-size (D sheet), color drawings, one of which is mounted on foam core boards as described above for use at the D-BE Team presentation, ten (10) half-size, color drawings, and one (1) electronic copy of the drawings.

a. **Site Plan:** a site plan showing all buildings, site features, and on-site improvements at a scale of 1" = 20'-0".

b. **Floor / Space Plans:** a schematic floor plan for each building floor level with general representation of all core elements and structure, and all enclosed spaces at a scale of 1/8" = 1'-0". Show conceptual furniture on floor plans. The space plans shall identify the net square feet allocated to each organizational component listed in the Program Requirements.

c. **Elevations:** a minimum of four (4) color exterior building elevations of the building including indication and Limits of all material types and colors, and any shading devices, at a scale of 1/8" = 1'-0." **Sections:** a minimum of two (2) building cross sections showing the building's elevations in relationship to the other site improvements or ground planes at a scale of 1/8" = 1'-0."

- d. **Interior Perspective:** a minimum of one (1) sketch interior perspective, either freehand or computer generated. Massing 3-D Study Model: a 3-D massing study model with ability for public to rotate and explore or a walkthrough video of the proposed building. Include elements adjacent to the building(s) for context and scale. Other: diagrams, charts, and photos to further illustrate the proposal are acceptable, but not required.

2.1.4 Design Builder shall make a presentation to the selection panel.

2.1.5 Provide the proposed design and construction schedule.

2.2 The City may pay compensation to Design-Builder under the following conditions:

2.2.1 Design-Builder meeting the criteria identified in Sections 1 and 2, above.

2.2.2 The amount paid under this Stipend Agreement will not exceed \$25,000.

2.2.3 Any Design-Builder wishing to apply for a stipend under Stipend Agreement shall submit the completed Stipend Agreement to the City within 10 days of receipt of the RFP. Eligibility of receipt of a stipend is dependent upon meeting the conditions set forth in this Stipend Agreement.

2.2.4 If the procurement is canceled prior to the Bid Opening Date, Design-Builders will be provided the opportunity, at their option, of delivering to the City the Work Product of their Proposal preparations to date.

There is no specific format required for such Work Product. Those Design-Builders that choose to deliver their Work Product may be paid an amount that the City deems to be appropriate consideration for the Work Product. No portion of the stipend amount will be paid in the event a Design-Builder chooses not to deliver its Work Product.

2.2.5 Invoices must be received within 30 days of notification by the City of eligibility to receive the Stipend. Payment of compensation will be made: within 60 days after receipt of a proper invoice submitted to the City under this section.

3. Indemnification

3.1 Design-Builder shall indemnify, protect, and hold harmless the City and its directors, officers, and employees from, and Design-Builder shall defend at its own expense, all claims, costs, expenses, liabilities, demands, or suits at law or equity arising in whole or in part from the negligence or willful misconduct of Design-Builder or any of its agents, officers, employees, representatives or subcontractors or breach of any Design-Builder's obligations under this Stipend Agreement.

3.2 This indemnity shall not apply with respect to any claims, demands or suits arising from use of the Work Product by the City or its contractors.

4. Compliance with Laws

4.1 Design-Builder shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the work performed or paid for under this Stipend Agreement and covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable laws, ordinance, rules, and regulations as they relate to work performed under this Stipend Agreement. Design-Builder agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Stipend Agreement. The Design-Builder agrees (1) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (2) to include a provision similar to that contained in subsection (1) above in any subcontract; and (3) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

5. Assignment

5.1 Design-Builder shall not assign this Stipend Agreement without the City's prior written consent. Any assignment of this Stipend Agreement without such consent shall be null and void.

6. Miscellaneous

6.1 Design-Builder and the City agree that Design-Builder, its team members, and their respective employees are not agents of the City as a result of this Stipend Agreement.

6.2 All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend and include the singular. All words used in any gender shall extend to and include all genders.

6.3 This Stipend Agreement together with the RFP, as amended from time to time, the provisions which are incorporated herein by reference, embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein or in the RFP. This Stipend Agreement shall supersede all previous communications, representation, or agreements, either verbal or written, between the parties herein.

6.4 It is understood and agreed by the parties hereto that if any part, term, or provision of this Stipend Agreement is held to be illegal or in conflict with any law of the State of California by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Stipend Agreement did not contain the particular part, term, or provisions held to be invalid.

6.5 This Stipend Agreement shall be governed by and construed in accordance with the laws of the State of California.

EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 · San Diego, CA 92101
Phone: (619) 236-6000 · Fax: (619) 236-5904

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Level 10 Construction

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 1050 Enterprise Way, Suite 250

City: Sunnyvale County: Santa Clara State: CA Zip: 94089

Telephone Number: 408-747-5000 Fax Number: 408-747-5005

Name of Company CEO: Dennis Giles

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 12626 High Bluff Drive, Suite 250

City: San Diego County: San Diego State: CA Zip: 92130

Telephone Number: 858-939-9780 Fax Number: 858-408-7488 Email: mconroy@level10gc.com

Type of Business: General Contractor Type of License: B - General Building

The Company has appointed: Tara Connor

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 1050 Enterprise Way, Suite 250, Sunnyvale, CA 94089

Telephone Number: 408-614-7862 Fax Number: 408-747-5005 Email: tconnor@level10gc.com

- One San Diego County (or Most Local County) Work Force - Mandatory
 Branch Work Force *
 Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Level 10 Construction

(Firm Name)

Santa Clara, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 8th day of December, 2020

(Authorized Signature)

James F. Evans

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Level 10 Construction

DATE: 12/8/20

OFFICE(S) or BRANCH(ES): San Diego

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			2	1							15	3		
Professional														
A&E, Science, Computer			2	2					1		9	2		
Technical														
Sales														
Administrative Support				1								4		
Services														
Crafts			1								14			
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column			5	4					1		38	9		
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Grand Total All Employees 57

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Level 10 Construction

DATE: 12/8/20

OFFICE(S) or BRANCH(ES): San Diego

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters	1		4						2		4		3	
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column	1		4						2		4		3	
--------------------	---	--	---	--	--	--	--	--	---	--	---	--	---	--

Grand Total All Employees 14

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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City of San Diego

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

ADMINISTRATIVE

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: The Miller Hull Partnership, LLP

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 71 Columbia, 6th Floor

City: Seattle County: King State: WA Zip: 98104

Telephone Number: (206) 682.6837 FAX Number: (NA)

Name of Company CEO: Ron Rochon, FAIA, Managing Partner

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 4980 North Harbor Drive, Suite 100

City: San Diego County: San Diego State: CA Zip: 92106

Telephone Number: (619) 220.0984 FAX Number: (NA) Email: rrochon@millerhull.com

Type of Business: Limited Liability Partnership Type of License: Architecture

The Company has appointed: Alexa Burke

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 71 Columbia, 6th Floor

Telephone Number: (206) 682.6837 FAX Number: (NA) Email: aburke@millerhull.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of The Miller Hull Partnership, LLP
(Firm Name)

San Diego, California hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 18th day of November, 2020.

Katie Popolow
(Authorized Signature)

Katie Popolow, AIA, Principal
(Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: The Miller Hull Partnership, LLP

DATE: 11/18/2020

OFFICE(S) or BRANCH(ES): San Diego

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities		
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
Management & Financial												1	1		
Professional															
A&E, Science, Computer	1		1			1						7	3	2	
Technical															
Sales													1		
Administrative Support				1											
Services															
Crafts															
Operative Workers															
Transportation															
Laborers*															

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1		1	1		1						8	5	2	
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Grand Total All Employees

19

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled															
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Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															



City of San Diego

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

ADMINISTRATIVE

The objective of the Equal Employment Opportunity Outreach Program, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed Work Force Report (WFR).

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: [] Construction [] Vendor/Supplier [] Financial Institution [] Lessee/Lessor
[X] Consultant [] Grant Recipient [] Insurance Company [] Other

Name of Company: The Miller Hull Partnership, LLP

AKA/DBA:

Address (Corporate Headquarters, where applicable): 71 Columbia, 6th Floor

City: Seattle County: King State: WA Zip: 98104

Telephone Number: (206) 682.6837 FAX Number: (NA)

Name of Company CEO: Ron Rochon, FAIA, Managing Partner

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 4980 North Harbor Drive, Suite 100

City: San Diego County: San Diego State: CA Zip: 92106

Telephone Number: (619) 220.0984 FAX Number: (NA) Email: rrochon@millerhull.com

Type of Business: Limited Liability Partnership Type of License: Architecture

The Company has appointed: Alexa Burke

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 71 Columbia, 6th Floor

Telephone Number: (206) 682.6837 FAX Number: (NA) Email: aburke@millerhull.com

- [] One San Diego County (or Most Local County) Work Force - Mandatory
[] Branch Work Force *
[X] Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of The Miller Hull Partnership, LLP (Firm Name)

San Diego, California hereby certify that information provided (County) (State)

herein is true and correct. This document was executed on this 18th day of November, 2020.

- Katie Popolow (Authorized Signature)

Katie Popolow, AIA, Principal (Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: The Miller Hull Partnership, LLP

DATE: 11/18/2020

OFFICE(S) or BRANCH(ES): Seattle, WA

COUNTY: King

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											9	5		
Professional				1								2		
A&E, Science, Computer		1	2		5	6					18	18	2	1
Technical														
Sales														
Administrative Support											1	3		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column		1	2	1	5	6					28	28	2	1
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Grand Total All Employees	74
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled											1	2		
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

STIPEND AGREEMENT

This stipend agreement [Stipend Agreement] is made and entered into this 9th day of March, 2021, by and between The City of San Diego [City], a municipal corporation, and Barnhart Reese Construction Company [Design-Builder], for the purpose of submitting fully developed proposal for the (Torrey Pines Fire Station) in the amount of Twenty Five Thousand dollars and zero cents (\$25,000). The City and Design-Builder are referred to herein as the "Parties".

RECITALS

- A. On **January 8, 2020**, City issued a Request for Qualifications [RFQ] for the Project. To short list qualified Design-Build teams.
- B. The Request for Proposal [RFP] for **K-21-1909-DB2-3** will require each Design-Builder to complete and deliver a Stipend Agreement to the City within the time frame required to submit a proposal in response to the RFP.
- C. The purpose of the stipend is to encourage competition, increase responsiveness, and obtain higher quality proposals.

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.

STIPEND AGREEMENT

1. Work Product

- 1.1** The City hereby retains Design-Builder to prepare and submit, in response to the RFP, a Technical Proposal that conforms in all material respects to the requirements of the RFP, as determined by the City, and satisfies the provisions set forth in the RFP.
- 1.2** All work performed by Design-Builder and its team members pursuant to this Stipend Agreement shall be considered work for hire, and the Work Product (as defined below) shall become the property of the City without restriction or limitation on its use. Neither Design-Builder nor any of its team members shall copyright any of the material developed under this Stipend Agreement.
- 1.3** Design-Builder agrees that all Work Product is, upon receipt by the City, the property of the City. The term "Work Product" shall mean all submittals made by Design-Builder during the RFP process, including the Proposal, exchanges of information during the pre-proposal and post-proposal period. However, the term "Work Product" shall specifically exclude patented rights in previously existing proprietary technology.
- 1.4** In consideration for the City's agreement to make payment hereunder, Design-Builder agrees that the City shall be entitled to use all Work Product, without any further compensation or consideration to the Design-Builder, in connection with the RFP, the Contract Documents, the Project, and future procurements by the City.

2. Compensation and Payment

2.1 Compensation payable to Design-Builder for the Work Product described herein shall be \$25,000, if all the following conditions are met:

2.1.1 Design-Builder's Proposal was not selected for award.

2.1.2 The Proposal is responsive to the RFP.

2.1.3 The Proposal contains Schematic Design Drawings which shall include, but not be limited to the following:

2.1.3.1 All drawings are to be to scale. Plans and elevations are to be dimensioned. The format of the drawings is at the discretion of the Design-Build Entity [D-BE] Team. These are minimum requirements and additional exhibits, including special design features proposed, may be submitted at the D-BE's discretion. Drawings and massing study model will be displayed for public review and comment in the project web site. The drawings and model will be displayed anonymously for two weeks; therefore, one set of electronic drawings, and the 3-dimensional study model must be provided without any reference to, or identification of the D-BE or any D-BE team member or its consultants/subcontractors.

2.1.3.2 The following schematic architectural drawings and models delineating and detailing design features, materials, and options are required for compliance with this RFP: Submit two (1) set of full-size (D sheet), color drawings, one of which is mounted on foam core boards as described above for use at the D-BE Team presentation, ten (10) half-size, color drawings, and one (1) electronic copy of the drawings.

a. **Site Plan:** a site plan showing all buildings, site features, and on-site improvements at a scale of 1" = 20'-0".

b. **Floor / Space Plans:** a schematic floor plan for each building floor level with general representation of all core elements and structure, and all enclosed spaces at a scale of 1/8" = 1'-0". Show conceptual furniture on floor plans. The space plans shall identify the net square feet allocated to each organizational component listed in the Program Requirements.

c. **Elevations:** a minimum of four (4) color exterior building elevations of the building including indication and Limits of all material types and colors, and any shading devices, at a scale of 1/8" = 1'-0". **Sections:** a minimum of two (2) building cross sections showing the building's elevations in relationship to the other site improvements or ground planes at a scale of 1/8" = 1'-0".

- d. **Interior Perspective:** a minimum of one (1) sketch interior perspective, either freehand or computer generated. Massing 3-D Study Model: a 3-D massing study model with ability for public to rotate and explore or a walkthrough video of the proposed building. Include elements adjacent to the building(s) for context and scale. Other: diagrams, charts, and photos to further illustrate the proposal are acceptable, but not required.

2.1.4 Design Builder shall make a presentation to the selection panel.

2.1.5 Provide the proposed design and construction schedule.

2.2 The City may pay compensation to Design-Builder under the following conditions:

2.2.1 Design-Builder meeting the criteria identified in Sections 1 and 2, above.

2.2.2 The amount paid under this Stipend Agreement will not exceed \$25,000.

2.2.3 Any Design-Builder wishing to apply for a stipend under Stipend Agreement shall submit the completed Stipend Agreement to the City within 10 days of receipt of the RFP. Eligibility of receipt of a stipend is dependent upon meeting the conditions set forth in this Stipend Agreement.

2.2.4 If the procurement is canceled prior to the Bid Opening Date, Design-Builders will be provided the opportunity, at their option, of delivering to the City the Work Product of their Proposal preparations to date.

There is no specific format required for such Work Product. Those Design-Builders that choose to deliver their Work Product may be paid an amount that the City deems to be appropriate consideration for the Work Product. No portion of the stipend amount will be paid in the event a Design-Builder chooses not to deliver its Work Product.

2.2.5 Invoices must be received within 30 days of notification by the City of eligibility to receive the Stipend. Payment of compensation will be made: within 60 days after receipt of a proper invoice submitted to the City under this section.

3. Indemnification

3.1 Design-Builder shall indemnify, protect, and hold harmless the City and its directors, officers, and employees from, and Design-Builder shall defend at its own expense, all claims, costs, expenses, liabilities, demands, or suits at law or equity arising in whole or in part from the negligence or willful misconduct of Design-Builder or any of its agents, officers, employees, representatives or subcontractors or breach of any Design-Builder's obligations under this Stipend Agreement.

3.2 This indemnity shall not apply with respect to any claims, demands or suits arising from use of the Work Product by the City or its contractors.

4. Compliance with Laws

4.1 Design-Builder shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the work performed or paid for under this Stipend Agreement and covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable laws, ordinance, rules, and regulations as they relate to work performed under this Stipend Agreement. Design-Builder agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Stipend Agreement. The Design-Builder agrees (1) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (2) to include a provision similar to that contained in subsection (1) above in any subcontract; and (3) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

5. Assignment

5.1 Design-Builder shall not assign this Stipend Agreement without the City's prior written consent. Any assignment of this Stipend Agreement without such consent shall be null and void.

6. Miscellaneous

6.1 Design-Builder and the City agree that Design-Builder, its team members, and their respective employees are not agents of the City as a result of this Stipend Agreement.

6.2 All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend and include the singular. All words used in any gender shall extend to and include all genders.

6.3 This Stipend Agreement together with the RFP, as amended from time to time, the provisions which are incorporated herein by reference, embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein or in the RFP. This Stipend Agreement shall supersede all previous communications, representation, or agreements, either verbal or written, between the parties herein.

6.4 It is understood and agreed by the parties hereto that if any part, term, or provision of this Stipend Agreement is held to be illegal or in conflict with any law of the State of California by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Stipend Agreement did not contain the particular part, term, or provisions held to be invalid.

6.5 This Stipend Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this Stipend Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to San Diego Municipal Code section 22.3207, authorizing such execution, and by Design-Builder.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By 

By 


Print Name: Stephen Samara
Principal Contract Specialist
Engineering and Capital Projects Department

Print Name: Christina L. Rae
Deputy City Attorney

Date: 3/16/2021

Date: 3/26/2021

CONTRACTOR

By 

Print Name: West Reese

Title: CEO

Date: December 15, 2020

City of San Diego License No.: B2009008065

State Contractor's License No.: 912130

STIPEND AGREEMENT

This stipend agreement [Stipend Agreement] is made and entered into this 9th day of March, 2021, by and between The City of San Diego [City], a municipal corporation, and Erickson Hall [Design-Builder], for the purpose of submitting fully developed proposal for the (Torrey Pines Fire Station) in the amount of Twenty Five Thousand dollars and zero cents (\$25,000). The City and Design-Builder are referred to herein as the "Parties".

RECITALS

- A. On **January 8, 2020**, City issued a Request for Qualifications [RFQ] for the Project. To short list qualified Design-Build teams.
- B. The Request for Proposal [RFP] for **K-21-1909-DB2-3** will require each Design-Builder to complete and deliver a Stipend Agreement to the City within the time frame required to submit a proposal in response to the RFP.
- C. The purpose of the stipend is to encourage competition, increase responsiveness, and obtain higher quality proposals.

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.

STIPEND AGREEMENT

1. Work Product

- 1.1** The City hereby retains Design-Builder to prepare and submit, in response to the RFP, a Technical Proposal that conforms in all material respects to the requirements of the RFP, as determined by the City, and satisfies the provisions set forth in the RFP.
- 1.2** All work performed by Design-Builder and its team members pursuant to this Stipend Agreement shall be considered work for hire, and the Work Product (as defined below) shall become the property of the City without restriction or limitation on its use. Neither Design-Builder nor any of its team members shall copyright any of the material developed under this Stipend Agreement.
- 1.3** Design-Builder agrees that all Work Product is, upon receipt by the City, the property of the City. The term "Work Product" shall mean all submittals made by Design-Builder during the RFP process, including the Proposal, exchanges of information during the pre-proposal and post-proposal period. However, the term "Work Product" shall specifically exclude patented rights in previously existing proprietary technology.
- 1.4** In consideration for the City's agreement to make payment hereunder, Design-Builder agrees that the City shall be entitled to use all Work Product, without any further compensation or consideration to the Design-Builder, in connection with the RFP, the Contract Documents, the Project, and future procurements by the City.

2. Compensation and Payment

2.1 Compensation payable to Design-Builder for the Work Product described herein shall be \$25,000, if all the following conditions are met:

2.1.1 Design-Builder's Proposal was not selected for award.

2.1.2 The Proposal is responsive to the RFP.

2.1.3 The Proposal contains Schematic Design Drawings which shall include, but not be limited to the following:

2.1.3.1 All drawings are to be to scale. Plans and elevations are to be dimensioned. The format of the drawings is at the discretion of the Design-Build Entity [D-BE] Team. These are minimum requirements and additional exhibits, including special design features proposed, may be submitted at the D-BE's discretion. Drawings and massing study model will be displayed for public review and comment in the project web site. The drawings and model will be displayed anonymously for two weeks; therefore, one set of electronic drawings, and the 3-dimensional study model must be provided without any reference to, or identification of the D-BE or any D-BE team member or its consultants/subcontractors.

2.1.3.2 The following schematic architectural drawings and models delineating and detailing design features, materials, and options are required for compliance with this RFP: Submit two (1) set of full-size (D sheet), color drawings, one of which is mounted on foam core boards as described above for use at the D-BE Team presentation, ten (10) half-size, color drawings, and one (1) electronic copy of the drawings.

a. **Site Plan:** a site plan showing all buildings, site features, and on-site improvements at a scale of 1" = 20'-0".

b. **Floor / Space Plans:** a schematic floor plan for each building floor level with general representation of all core elements and structure, and all enclosed spaces at a scale of 1/8" = 1'-0". Show conceptual furniture on floor plans. The space plans shall identify the net square feet allocated to each organizational component listed in the Program Requirements.

c. **Elevations:** a minimum of four (4) color exterior building elevations of the building including indication and Limits of all material types and colors, and any shading devices, at a scale of 1/8" = 1'-0". **Sections:** a minimum of two (2) building cross sections showing the building's elevations in relationship to the other site improvements or ground planes at a scale of 1/8" = 1'-0".

- d. **Interior Perspective:** a minimum of one (1) sketch interior perspective, either freehand or computer generated. Massing 3-D Study Model: a 3-D massing study model with ability for public to rotate and explore or a walkthrough video of the proposed building. Include elements adjacent to the building(s) for context and scale. Other: diagrams, charts, and photos to further illustrate the proposal are acceptable, but not required.

2.1.4 Design Builder shall make a presentation to the selection panel.

2.1.5 Provide the proposed design and construction schedule.

2.2 The City may pay compensation to Design-Builder under the following conditions:

2.2.1 Design-Builder meeting the criteria identified in Sections 1 and 2, above.

2.2.2 The amount paid under this Stipend Agreement will not exceed \$25,000.

2.2.3 Any Design-Builder wishing to apply for a stipend under Stipend Agreement shall submit the completed Stipend Agreement to the City within 10 days of receipt of the RFP. Eligibility of receipt of a stipend is dependent upon meeting the conditions set forth in this Stipend Agreement.

2.2.4 If the procurement is canceled prior to the Bid Opening Date, Design-Builders will be provided the opportunity, at their option, of delivering to the City the Work Product of their Proposal preparations to date.

There is no specific format required for such Work Product. Those Design-Builders that choose to deliver their Work Product may be paid an amount that the City deems to be appropriate consideration for the Work Product. No portion of the stipend amount will be paid in the event a Design-Builder chooses not to deliver its Work Product.

2.2.5 Invoices must be received within 30 days of notification by the City of eligibility to receive the Stipend. Payment of compensation will be made: within 60 days after receipt of a proper invoice submitted to the City under this section.

3. Indemnification

3.1 Design-Builder shall indemnify, protect, and hold harmless the City and its directors, officers, and employees from, and Design-Builder shall defend at its own expense, all claims, costs, expenses, liabilities, demands, or suits at law or equity arising in whole or in part from the negligence or willful misconduct of Design-Builder or any of its agents, officers, employees, representatives or subcontractors or breach of any Design-Builder's obligations under this Stipend Agreement.

3.2 This indemnity shall not apply with respect to any claims, demands or suits arising from use of the Work Product by the City or its contractors.

4. Compliance with Laws

4.1 Design-Builder shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the work performed or paid for under this Stipend Agreement and covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable laws, ordinance, rules, and regulations as they relate to work performed under this Stipend Agreement. Design-Builder agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Stipend Agreement. The Design-Builder agrees (1) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (2) to include a provision similar to that contained in subsection (1) above in any subcontract; and (3) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

5. Assignment

5.1 Design-Builder shall not assign this Stipend Agreement without the City's prior written consent. Any assignment of this Stipend Agreement without such consent shall be null and void.

6. Miscellaneous

6.1 Design-Builder and the City agree that Design-Builder, its team members, and their respective employees are not agents of the City as a result of this Stipend Agreement.

6.2 All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend and include the singular. All words used in any gender shall extend to and include all genders.

6.3 This Stipend Agreement together with the RFP, as amended from time to time, the provisions which are incorporated herein by reference, embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein or in the RFP. This Stipend Agreement shall supersede all previous communications, representation, or agreements, either verbal or written, between the parties herein.

6.4 It is understood and agreed by the parties hereto that if any part, term, or provision of this Stipend Agreement is held to be illegal or in conflict with any law of the State of California by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Stipend Agreement did not contain the particular part, term, or provisions held to be invalid.


6.5 This Stipend Agreement shall be governed by and construed in accordance with the laws of the State of California.


IN WITNESS WHEREOF, this Stipend Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to San Diego Municipal Code section 22.3207, authorizing such execution, and by Design-Builder.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By 

By 

Print Name: Stephen Samara
Principal Contract Specialist
Engineering and Capital Projects Department

Print Name: Christina L. Rae
Deputy City Attorney

Date: 3/16/2021

Date: 3/26/2021

CONTRACTOR

By 

Print Name: David Erickson

Title: Chief Executive Officer

Date: March 16, 2021

City of San Diego License No.: B2004004791

State Contractor's License No.: 751343

STIPEND AGREEMENT

This stipend agreement [Stipend Agreement] is made and entered into this 9th day of March, 2021, by and between The City of San Diego [City], a municipal corporation, and RABC-ECC, A Joint Venture [Design-Builder], for the purpose of submitting fully developed proposal for the (Torrey Pines Fire Station) in the amount of Twenty Five Thousand dollars and zero cents (\$25,000). The City and Design-Builder are referred to herein as the "Parties".

RECITALS

- A. On **January 8, 2020**, City issued a Request for Qualifications [RFQ] for the Project. To short list qualified Design-Build teams.
- B. The Request for Proposal [RFP] for **K-21-1909-DB2-3** will require each Design-Builder to complete and deliver a Stipend Agreement to the City within the time frame required to submit a proposal in response to the RFP.
- C. The purpose of the stipend is to encourage competition, increase responsiveness, and obtain higher quality proposals.

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6.5 This Stipend Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this Stipend Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to San Diego Municipal Code section 22.3207, authorizing such execution, and by Design-Builder.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By 

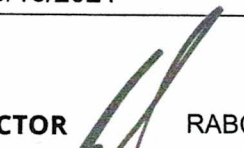
By 

Print Name: Stephen Samara
Principal Contract Specialist
Engineering and Capital Projects Department

Print Name: Christina L. Rae
Deputy City Attorney

Date: 3/16/2021

Date: 3/26/2021

CONTRACTOR  RABC-ECC A Joint Venture

By _____

Print Name: James J. Summers

Title: Partner

Date: 3/10/21

City of San Diego License No.: B2017013244

State Contractor's License No.: 986034



LEVEL 10 CONSTRUCTION + MILLER HULL

City of San Diego
RFP No. K-21-1909-DB2-3
TECHNICAL PROPOSAL
Torrey Pines Fire Station
Design-Build Services

December 16, 2020

LEVEL **10**
CONSTRUCTION

MILLER HULL

COVER LETTER

December 16, 2020

Ron McMinn
Engineering & Capital Projects Department, Contracts Division
525 B Street, Suite 750
San Diego, CA 92101

RE: Torrey Pines Fire Station

Dear Ron McMinn and Members of the Evaluation Committee,

We are one step closer to achieving a new Torrey Pines Fire Station project, an critical civic facility that improves emergency response service in the area, meets the programmatic requirements of the City of San Diego, creates a healthy and safe environment for occupants and visitors, and fits seamlessly into the neighborhood. Key benefits of our team include:

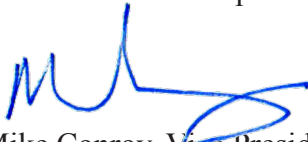
We Are Problem Solvers. We always work to solve multiple challenges with single solutions to create a functional and elegant civic facility. Throughout the process our team has and will continue to balance ideas with the budget to develop real, deliverable solutions.

Fire Station Experience. With a constrained site and a project type with very specific and critical technical requirements

Our team also provides the City of San Diego with a highly experienced team familiar with the complex issues and major trends in fire station design and construction. Our related public safety, essential services, and other highly functional facilities with safety or security elements enhance our ability to bring important considerations to the forefront.

Design-Build Experience. The Level 10 | Miller Hull team has successfully managed 40 design-build projects between our two firms. Additionally, many our team's other projects have been delivered using some form of integrated project delivery where designers, consultants and subcontractors work closely from design through construction. Notably, our firms have worked together previously and built solid relationships, trust, and familiarity with each other's processes, tools, and firm cultures.

The Level 10 | Miller Hull team is honored to submit our proposal for the Torrey Pines Fire Station project. On behalf of the Level 10 | Miller Hull team, thank you for your consideration. We look forward to presenting our team and approach on January 7, 2021.



Mike Conroy, Vice President of Operations
Level 10 Construction
12626 High Bluff Drive, Ste. 250
San Diego, CA 92130
(858) 531-7058



Katie Poplow, AIA, Principal
The Miller Hull Partnership, LLP
4980 North Harbor Drive, Suite 100
San Diego, CA 92106
(619) 220-0984

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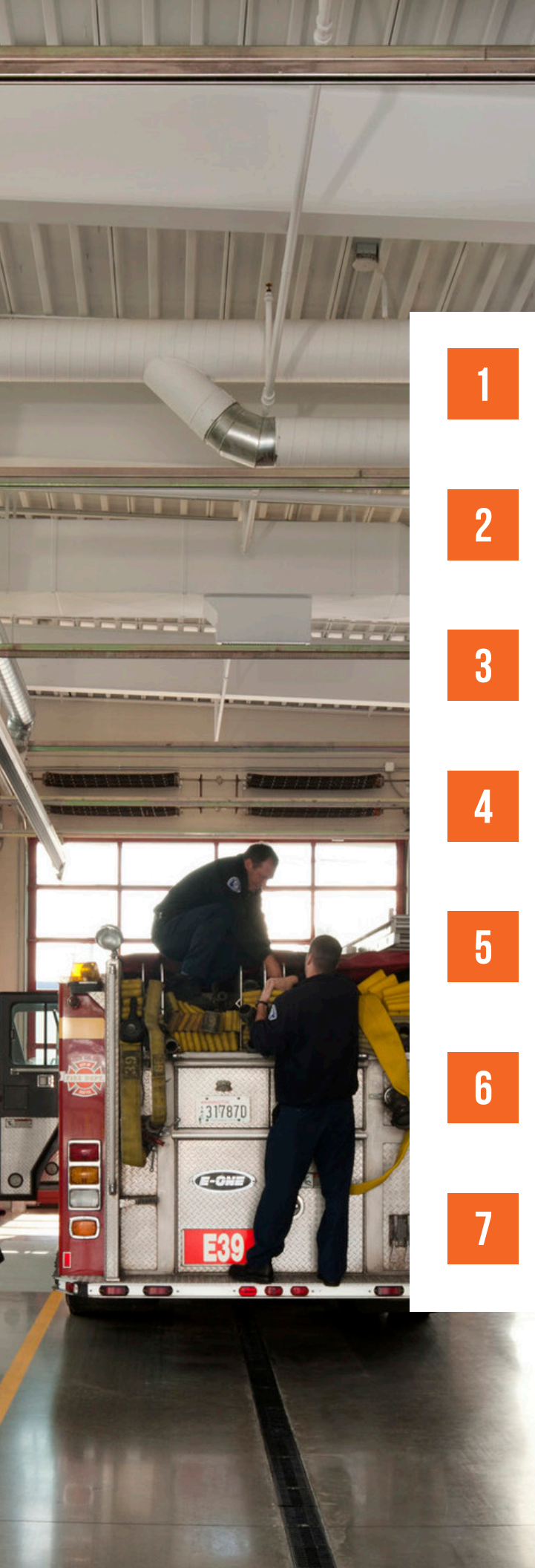
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**CITY OF
SAN DIEGO**
TORREY PINES
FIRE STATION

1. SUBMITTAL REQUIREMENTS



1. SUBMITTAL REQUIREMENTS

REQUIREMENTS

BUILDER IDENTIFICATION

Legal Name: Level 10 Construction
Legal Form of Entity: Partnership
Year of Establishment: 2011
Parent Company: N/A
Main Office Address: 1050 Enterprise Way, Suite 250, Sunnyvale, CA 94089
San Diego Office Address: 12626 High Bluff Drive, Suite 250, San Diego, CA 92130
Firm Contact: Mike Conroy, VP of Operations, mconroy@level10gc.com, 858-939-9774
Number of Employees in San Diego County: 57
City of San Diego Business License Number: 056480
City of San Diego Business License Expiration Date: 9/30/2021
State Contractor's License Number: 967797
State Contractor's License Classification: B – General Building
State Contractor's License Expiration Date: 11/30/2021

DESIGNER IDENTIFICATION

Legal Name: The Miller Hull Partnership, LLP
Legal Form of Company: Limited Liability Partnership
Year of Establishment: 1977
Parent Company: N/A
Main Office Address: 71 Columbia, 6th Floor, Seattle, WA 98104
San Diego Office Address: 4980 North Harbor Drive, Suite 100, San Diego, CA 92106
Firm Contact: Scott Wolf, FAIA, Partner, swolf@millerhull.com, 206-682-6837
Number of Employees in San Diego County: 19
City of San Diego Business License Number: B2011000706
City of San Diego Business License Expiration Date: 1/31/21
Professional Engineering/Architect License Number: Scott Wolf, FAIA, C #35341
Professional Engineering/Architect License Expiration Date: 9/30/21

ACKNOWLEDGMENT OF ADDENDA

The Level 10 | Miller Hull Design-Build Team confirms the receipt of:

- Addendum No. 1, released November 19, 2020
- Addendum No. 2, released December 9, 2020

1. SUBMITTAL REQUIREMENTS

EXCEPTIONS TO THIS RFP



Exceptions to this RFP

December 7, 2020

Attachment G, 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.

We have no exceptions to the TORREY PINES FIRE STATION RFP No. K-21-1909-DB2-3.

A handwritten signature in blue ink, appearing to read "Mike Conroy".

Mike Conroy
Vice President of Operations
LEVEL 10 CONSTRUCTION
12626 High Bluff Drive, Suite 250
San Diego, CA 92130
(858) 531-7058
mconroy@level10gc.com

**CITY OF
SAN DIEGO**
TORREY PINES
FIRE STATION

2. SUMMARY OF PROPOSAL

MERCER ISLAND FIRE STATION

2. SUMMARY OF PROPOSAL

Our Design-Build proposal for the Torrey Pines Fire Station is briefly summarized below.

PROJECT TEAM

We have included our Design-Build Team's relevant experience that encompasses open and thorough communication channels, and proven conflict resolution approach that will ensure a successful project for the City of San Diego. The Level 10 | Miller Hull Team includes skilled, knowledgeable, and a local group of highly qualified subcontractors that will enable us to exceed expectations in all fields. Using our fire station experience; our technology communication tools that allow constant communication; holding weekly team meetings to continuously update the schedule and resolve any concerns; and a tailored QA/QC approach to cover all three phases of the project, the Level 10 | Miller Hull Team will deliver the Torrey Pines Fire Station project to the City on time, on budget, and assures quality and performance.

TECHNICAL APPROACH AND DESIGN

The Torrey Pines Fire Station will greatly improve emergency response in the community. The Level 10 | Miller Hull team has vetted the technical and programmatic requirements, tested options and determined our approach to deliver a successful project. The resulting design meets the following criteria: to keep the building form simple, to respond to firefighter health & response times, and to create an authentic community connection & fit to best utilize the physical and fiscal resources available for the project. The site response and straightforward form of the building results in efficient cost-effective construction systems allowing fixed resources to be allocated to materials and

equipment that improve the building aesthetic, community presence, operations, and human experience for the building occupants.

Ease of maintenance and durability is important for an Essential Services Facility that is designed to maximize building operations and response - including after a significant event. We offer a functional life expectancy for the facility of 50 years, which refers to its design and economic life.

The aesthetics and functionality of the building responds to the Design Standardization Documents included in the RFP. Materials have been selected to be appropriate, long lasting and appealing. The program layout enhances Safety & Security, Health & Well-being, and Response Time.

The sustainable design proposal includes a roof mounted 10% photovoltaic contribution (12 kW array) and a path to Net Zero Energy ready to achieve LEED Silver minimum requirement with 57 points. LEED Gold is a potential future enhancement by including a PV array to achieve Net Zero Energy but cannot be promised at this time without investigation into and confirmation of potential funding sources (i.e. Savings By Design and/or potential financing such as PV leasing programs).

Design-Build delivery allows design professionals and construction experts all play a key role in developing the design solutions and executing the project together. Subcontractor involvement results in early consensus on approach, methods, materials and products. The BIM model will be used to coordinate, aid the target value design process, and assist in construction coordination.

2. SUMMARY OF PROPOSAL

Site Layout Improvements provide special consideration to landscape and building integration and the incorporation of new pedestrian/vehicular circulation with the existing infrastructure. The landscape and building design work together to fit into the surrounding sensitive landscape. Native plants screen project edges. The building form, materials and site grading contribute to a seamless fit with the neighboring uses. On-site grading, retainage, apparatus turning radii, safe and separate pedestrian pathways, emergency response, site utilities and coordination with offsite improvements including emergency signalization have been carefully vetted and coordinated.

CONSTRUCTION PLAN

Level 10 will deliver this innovative facility through the utilization of proven technologies and cutting-edge tools. We have developed a comprehensive approach for the construction of this facility which is presented in detail in the following sections.

It starts with our detailed construction approach and construction phasing which incorporates safety, our site logistics and proposed project schedule found in the Construction Plan (Tab 5). It is followed by our Start Up and Commissioning Approaches and Project close-out.

In addition we will develop a Quality Control Plan that communicates the expected quality levels to the subcontractors and serves as our quality checklist during inspections. Our project specific quality control plan is incorporated into our Weekly OAC meetings in which we conduct a specific quality walk with all team members to ensure the quality goals are being achieved. Any quality issues are identified

early and distributed to our subcontractors via PlanGrid including photographs allowing them to be corrected as construction continues. By taking this approach we head off any significant quality issues and avoid lengthy and time consuming punch lists.

By utilizing this comprehensive approach, our team will ensure that the City is well equipped to not only move into the fire station on the Final Delivery of Building, but also operate it from Day One. Prior to the move-in period, our team will ensure that all building systems are fully commissioned and signed-off by the AHJ. In addition, along with the commissioning plan, we will have a detailed owner training schedule of all building systems as well as carryout user training.

To enhance communication with the City of San Diego, UCSD and the Community during construction, we propose utilizing an active web site—**www.torreypinesfirestation.info**—in which all construction updates will be posted, including Traffic Shift & Lane Closures, Construction Updates, and all other pertinent project information.

EQUAL EMPLOYMENT AND CONTRACTING OPPORTUNITY

We have included the required EOCP documentation as required.

REQUIREMENTS, CERTIFICATIONS AND FORMS

We have included required documents in Tab 1. We have included certifications and forms as required per the RFP in Tab 7.

**CITY OF
SAN DIEGO**
TORREY PINES
FIRE STATION

3. PROJECT TEAM



3. PROJECT TEAM

3.1. (0-2 points) 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: Civil; Architectural; Structural; Mechanical; Electrical; Instrumentation and Controls; Environmental; Geotechnical; Corrosion

TEAM QUALIFICATIONS AND MANAGEMENT PLAN

We have assembled this Design-Build Team based on our extensive relevant experience and specific capabilities that will ensure a quality project delivered within budget and on schedule. The Level 10 | Miller Hull team has successfully managed 40 design-build projects between our two firms, and have successfully completed five fire station projects as separate firms.

Our team has been organized to provide oversight and team integration leading to a successful project. Our Project Leadership Team will be led by Level 10 Project Executive Jerry Kirkland, the main point of contact, and Miller Hull Principal-in-Charge Katie Popolow, with executive oversight by Level 10 Vice President of Operations Mike Conroy. Our Project Leadership Team will establish a high level of trust while cultivating respectful partnerships with the entire project team.

Our preconstruction efforts will be led by Rob Leming, Preconstruction Executive, who will begin with creating a collaborative environment where Level 10 can provide information in a timely manner, so that informed decisions can be made by the City, the design team, and all other team members. This allows the design to align to the budget and keep the project moving forward.

We have included firm overviews on the following pages that highlight specific qualifications that will benefit the Torrey Pines Fire Station project. An organizational chart conveying the roles, responsibilities, and management structure, as well as individual team member resumes outlining team management, credentials, experience, and project roles can be found at the end of this section.

Level 10 Construction – General Contractor

Level 10 was founded in 2011 by five industry veterans with a shared vision of delivering the highest quality construction with a client-focused approach and an employee-driven culture. Those goals were quickly realized and in 2020, Level 10 was ranked the #3 commercial builder in California by Engineering News-Record while earning recognition for our building innovation and rapid growth.

While we're proud of our company's growth, we measure real success by our clients' repeat business and our employees' job satisfaction. Our current client retention rate is more than 95%, meaning that almost all our clients award us repeat business. We currently have over 400 employees and are able to attract, develop and retain some of the best construction professionals in the business. Our office locations include San Diego, Sunnyvale, and San Francisco.

Our core values include Safety, Relationships, Quality, Innovation and Adaptability. Those values guide every decision we make and every action we take.

3. PROJECT TEAM

Level 10 recently completed the Palomar Community College District's Maintenance and Operations Complex, a design-build project that has received 16 awards to date including the 2019 DBIA National Award of Merit for Educational Facilities, 2018 ENR Best of the Best Green Project—one of twenty in the nation, and the 2019 San Diego Architectural Foundation's Malone Grand Orchid Award.

We have put together a preconstruction and construction team that is highly experienced and familiar with design-build projects. Our team has a proven ability to solve complex issues and maintain the highest level of safety standards.

Miller Hull Partnership – Design

Miller Hull began by designing many award-winning earth sheltered and solar buildings in the early 1980s. Today, Miller Hull's passion for and tradition of creating dynamic and environmentally sensitive buildings represents the essence of our identity and continues to push our work forward.

From the beginning, sustainability has been a foundational value of Miller Hull. While we have considered the principles of natural forces and systems of the earth since our very first project, we continue to evolve with broadening sustainability concepts and increasing scientific knowledge.

We begin with passive strategies, ensuring every design complements the natural surroundings to deliver efficient and comfortable environments. Through an integrated process, we employ renewable strategies that translate nature's energy to build exactly what our clients need.

Our passion for sustainability and the culmination of all these efforts has led to seven AIA Committee on the Environment Awards and being recognized as the 2018 Top Firm for Sustainability by Architect Magazine.

Latitude 33 Planning and Engineering – Civil Engineering/Surveying

Latitude 33 Planning & Engineering is a land planning, public-sector planning, civil engineering, and surveying firm providing land use planning and entitlement services, civil engineering design, mapping and construction staking. We provide professional services in a diverse market base, to both public and private clients, and through multiple contractual deliveries. We are a local, State of California Certified Small Business that has been focused almost exclusively in Southern California.

Established in 1993, Latitude 33 is owned and operated by the firm's principals who have a combined experience of over 100 years of active involvement in the development and construction industry and who have worked together for a combined 30 plus years as planning and engineering consultants. We have been experts in the local San Diego market and have a proven record demonstrating our abilities to provide a successful project outcome.

Coffman Engineers – Structural Engineer

Coffman's team includes more than 45 structural engineers in southern California with experience in new building design, building renovations, tenant improvements, and design-build delivery for various market sectors. Our well-qualified engineers provide the full range of structural engineering services for both public and private clients,

3. PROJECT TEAM

including structural engineering and design, peer reviews, feasibility studies, design-build engineering, seismic retrofits and certifications, value engineering, and due diligence reports. Coffman's southern California structural team has worked on over 10 projects for the City of San Diego, including the \$17M Horton Plaza park revitalization and the \$22M Conrad Prebys Old Globe Theater Center. We are committed to innovative work and the delivery of a successful project. At the start of every new project, we invest time in understanding your vision and project goals. From there, we strive to be the ultimate collaborators, helping to redefine and re-envision projects, not just execute them. Coffman truly cares about delivering lasting benefits to our clients and the community, and we are proud to be an engineering firm that clients come back to again and again, with some of our most enduring relationships marked in decades, not years.

ELEN Consulting – MEP/Low Voltage/Lighting

ELEN Consulting is an award-winning mechanical, electrical, plumbing and lighting design firm known for its exacting engineering precision and service oriented client care.

They've earned their stellar reputation by always adhering to their primary goals:

- **Customer Satisfaction** - A commitment to service and customer satisfaction is our topmost priority. Before any design leaves our office, it is pushed through a rigorous quality control check to ensure our clients only receive designs that exceeds their expectations.
- **Precise Calculations** - In order to navigate the rapidly changing design

and construction industry we require our engineers and designers stay fully informed on the latest methods of design, standards and products.

- **On Time Deliverables** - We know that your time is valuable which is why we strive to always stay ahead of our deliverable dates.

Schmidt Design Group – Landscape Architect

Schmidt Design Group provides comprehensive landscape architecture and planning services with an emphasis on balancing artistic design with environmental sensitivity. We are a client-centered, service-oriented small business dedicated to creating signature spaces that reflect the character and vision of the communities in which we work. Founded in 1983, Schmidt Design Group has 37 years of experience providing design and planning services for hundreds of projects throughout San Diego County; including over 100 projects as a consultant to the City of San Diego. We have been humbly honored with more than 150 local, state, and national awards for design and technical excellence including 15 Orchid Awards from the San Diego Architectural Foundation.

We specialize in public-realm design and have provided innovative design solutions and community facilitation for public municipalities throughout San Diego. Our firm has been fortunate to serve as an As-Needed Landscape Architect for the City of San Diego's Engineering & Capital Projects division for eleven consecutive years. Relevant experience includes: Pacific Highlands Ranch Branch Library, Torrey Pines Golf Course Improvements (North and South Course), County ARCC Office Building, and over 20 projects commissioned

3. PROJECT TEAM

by UC, San Diego.

Our staff of 32 employees includes 10 licensed landscape architects, two (2) LEED accredited professionals, two (2) SITES accredited professionals, a certified arborist, a certified playground safety inspector, two (2) qualified SWPPP developers/preparers, and a certified landscape irrigation auditor. The firm is headquartered in San Diego, California with a branch office in Fairfield, CA and Orange, CT.

Chen Ryan Associates – Traffic

Chen Ryan Associates brings a fresh vision to the transportation planning and traffic engineering industry through their staff's commitment to identifying mobility improvements that create and support vibrant and sustainable communities. Chen Ryan Associates has extensive experience conducting Transportation Planning and Traffic Engineering services within the City of San Diego and for UCSD over the past several years. Over the past five years, Chen Ryan Associates has completed several Transportation Planning and Traffic Engineering studies for UCSD, including the La Jolla Shores Drive Pedestrian Safety Study, the Triton Pavilion Mobility Plan, and the mobility study for the Scripps Institute of Oceanography Physical Plan. Chen Ryan Associates has also held an as-needed Traffic Engineering Services contract with the City of San Diego for the past six years. Under this contract we have conducted dozens of Mobility and Traffic Engineering tasks ranging from Community Plan Updates, to Traffic Engineering Design, to Policy updates.

ICF – Environmental

ICF's downtown San Diego office has extensive experience managing and preparing environmental documentation and performing cultural resource monitoring for a wide range of local projects, from small development projects to complex CEQA and NEPA documentation efforts, under our on-call services contracts with the City of San Diego, County of San Diego, Port of San Diego, San Diego Association of Governments (SANDAG), San Diego Gas & Electric as well as through our important client relationships with HomeFed, Baldwin & Sons, Lennar, Allegis Development, and others. This is not an exhaustive list of projects completed by ICF in the San Diego area, and additional project information is available upon request.

NOVA Services – Geotechnical Engineer

NOVA Services, Inc.'s (NOVA) team of over 70 employees consists of experienced, technical professionals who bring quality, expertise, and leadership skills to the areas of Geotechnical Engineering, Construction Materials Engineering, Materials Testing, and Construction Special Inspection. NOVA specializes in providing a large variety of preconstruction, construction, and post-construction services for any size project whether new construction, renovations of existing buildings, and/or site improvements.

3. PROJECT TEAM

3.2. (0-3 points) Describe the Teaming Plan/Agreement Management plan and structure of the team? How does the team resolve conflicts and RFIs? What is the communication protocol of the team? What are the QA/QC protocols for the team?

TEAMING PLAN/AGREEMENT

Our team’s approach is centered on team building and the integration of people, systems, business structures, and practices. We feel that one of the best ways to foster team building, training and conflict resolution, is to provide an environment that integrates people, systems, business structures, and practices into a process that collaboratively harnesses the talents and insights of all participants. Our goal is to develop a team that puts the goals of the project ahead of their own self-interests in order to optimize project results, increase value to the owner, reduce waste, and maximize efficiency. At Level 10 and Miller Hull, we create an open, transparent, and collaborative environment. The structure of the team can be found on the organizational chart at the end of this section.

Our team agreement begins with defining a collective partnership in the form of a Project Charter that includes the City of San Diego; end-user groups; architects and engineers; contractors; and applicable subcontractors.

This collaborative team agreement enables us to quickly integrate new team members brought on board during the design and construction phases for seamless coordination. We believe that an open and transparent process cultivates trust and a collaborative spirit centered on the following principles—**Mutual Trust & Respect, Collaborative Innovation & Decision Making, Early Goal Definition, Intensified Planning, Open Communication, Appropriate Technology, Organization & Leadership.**



3. PROJECT TEAM

CONFLICT RESOLUTION AND RFIS

Level 10 + Miller Hull share a core belief that establishing a high level of trust while cultivating respectful partnerships with the entire project team is the greatest contributor to the success of any project. This shared belief will guide the design-build process to cultivate resolutions to conflicts that may arise. Through our proven design build experience, where our teams practiced a fair, open, transparent and collaborative approach, we will demonstrate to the City of San Diego our commitment to building a strong foundation. **We commit to working with you to meet the project goals for the Torrey Pines Fire Station and will act as one team with a shared vision toward success.**

The Level 10 + Miller Hull team has a conflict resolution process in place that has been proven to resolve conflicts in a quick and efficient manner. Through transparency, constant and continuous communication, weekly meetings, and management oversight, issues and conflicts are resolved.

Our team is committed to working toward constructive outcomes of conflict by promoting: stronger relationships, creative solutions, better solutions for the company, and more confidence that challenges can be successfully met. The six principles of conflict resolution are to affiliate, empathize, engage, own, self-restrain, and build trust.

TEAM APPROACH CASE STUDY

Palomar Community College District M+O Complex

An example of Level 10's design-build team approach methodology occurred during the preconstruction phase of PCCD Maintenance and Operations Complex project. During design, multiple items were reviewed by team members to ensure we provided the best product within the given budget. These systems included building envelope systems, structural walls, landscape, movable storage racks, photovoltaic panels, and total building square footage.

Our preconstruction team generated detailed estimates for each system for analysis and evaluation by the team. These detailed studies allowed full transparency and appropriate decision making for the team on how to proceed with the design. Team consensus was reached in a collaborative manner resulting in minimal disruption to the schedule and budget.



3. PROJECT TEAM

An example of how our team draws upon these principles is practiced during the preconstruction phase. We perform constructability reviews to find and solve conflicts between the drawings and specifications, address missing or incorrect project details, and resolve conflicts between the design and building conditions—all with the goal of resolving items that would require an RFI or change request if discovered later during the construction phase. By engaging early on in the preconstruction process we are better able to build trust among team members and work to resolve issues before they arise.

Conflict Resolution Case Studies

Palomar College M+O Complex

Early in the exploratory design process it was found that the new building would be on top of granite rock. This posed a challenge due to the existing housing and gas station within 100' of the blasting area.

The design team, contractor, subcontractor, owner, and Level 10 made the decision collectively to preplan for the worst (blasting) while working towards the best outcome (breaking).

The schedule was updated for breaking the rock while updating the budget for blasting and simultaneously planning the blasting process that encompassed notifying homes and businesses within 250', permits, street closures, and police/fire onsite.

Fortunately, blasting was not required, and breaking was performed to the required depth. The schedule was not affected, and the budget was updated once the work was complete. This occurred due to the preplanning efforts of the entire team.

Summit Rancho Bernardo Campus Improvements

The owner of the property wanted a facelift to 500,000-sq.-ft. of existing buildings and 20 acres of campus in order to attract new tenants. The potential conflict was with the 3 existing tenants in the property who did not request or desire this work performed.

In order to accommodate the occupying tenants, Level 10 held regular meetings from the start of design through the completion of the project. Design meetings included review of the latest drawings at each iteration and walk-throughs of their existing spaces to show where and when work would be performed. Prior to start of construction and through the construction process weekly meetings were held with each tenant to review what access would be affected, temporary demising/security walls, dust control, and workers and truck access.

Because of the close coordination, planning, and scheduling, the tenants ended up very satisfied with their new main entrances, fitness center, patios, and landscape upgrades.

COMMUNICATION PROTOCOL

As mentioned above in our Teaming Plan/Agreement, open communication is paramount and an essential part of a successful design-build partnership. Our team will be transparent from the start of design through project completion.

Technology communication allows us to streamline our workflow and optimize productivity. As noted in our Construction Approach in Tab 5., we outline our preferred technology tools that we will use to communicate throughout the project. We are currently leading projects in an entirely virtual

3. PROJECT TEAM

environment during design phases with great success due to COVID-19 restrictions. These projects are in various stages of programming, design, and construction. We propose the following strategies to ensure we are interacting in this unusual virtual environment without compromising the quality of engagement:

- Embrace remote participation as an opportunity for people to comfortably fit meetings into their schedules.
- Prepare carefully. Content will be completed and reviewed with the City PM before gathering for reviews, meetings or presentations.
- Share outcomes to those who need to be involved.

In the last few months, we have found that virtual meetings have their advantages – time efficiency, level of comfort, and increased ability to attend. We love to see people in person, and by fostering the right environment of trust and respect early, and utilizing techniques such as these, we are able to facilitate a collaborative and productive design process on all of our projects regardless of the circumstance.

With constant communication, weekly all team meetings, and continuous management oversight, we will find issues/conflicts early and resolve before they affect the project. The goal is to develop a high-performance team and customize collectively our project strategy for behavioral alignment, collaborative planning & decision-making criteria, integrated design & construction, and team health & issues resolutions processes. We include City of San Diego, Fire Department personnel, the Level 10 and Miller Hull team, and trade partners.

QA/QC PROTOCOL

1. Site Inspection Protocol

Level 10 Construction implements a broad approach to our QA/QC program that is built around the Lean philosophy of Continuous Improvement and Built-In Quality/Mistake-Proofing of our processes. This approach allows us to continually improve our process, as opposed to using a boilerplate program, and provides us with minimum standards for our employees to follow as we grow as a company.

Our QA/QC plan integrates simple custom made project specific Quality Control checklists to help ensure our teams are following specific contract requirements, EH&S protocol, and meeting our quality standards. To help develop these project specific checklists we use a program called iAuditor, which allows our field team to quickly and easily complete each checklist using their iPads and provides management with important metrics to help us quickly respond to negative trends in a proactive manner.

2. Constructability Review Process

Level 10 recognizes that one of our greatest opportunities to influence the desired outcome of a project, and minimize RFI's and change orders, is during the preconstruction phase. During this phase we have an opportunity to provide valuable input and feedback to the design team as it relates to constructability issues. We leverage the experience of our estimating staff, superintendents and project managers to perform constructability reviews that evaluate many different aspects of a project.

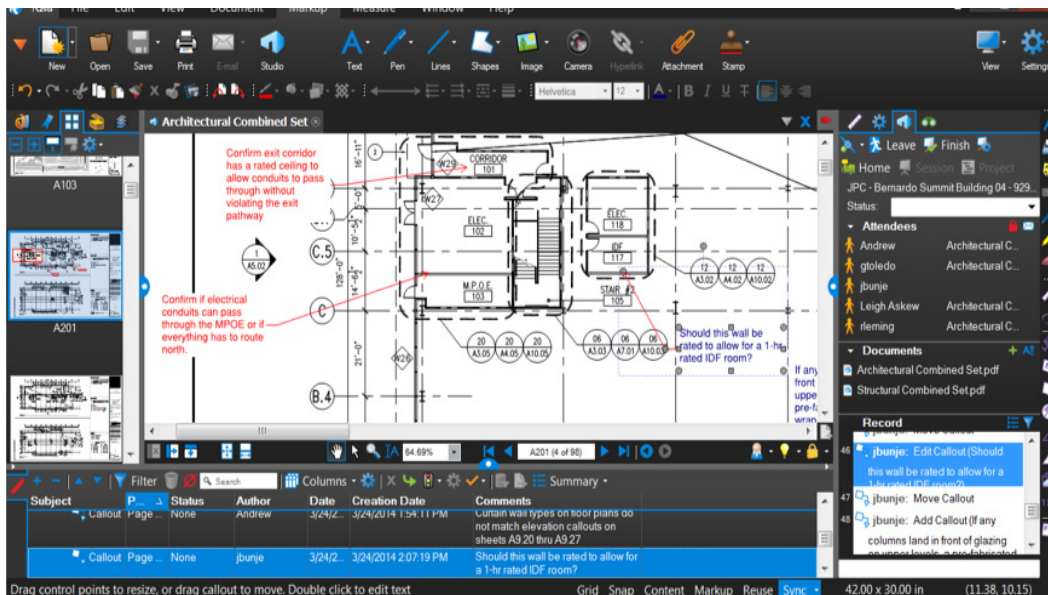
3. PROJECT TEAM

Specifically, our evaluations cover the following:

- Ensure details in the drawings fit and are appropriate for the project
- Review any special means and methods required for construction such as shoring, underpinning, site access/egress, etc.
- Materials, systems, fabrication and installation methods that can affect the final quality of the installation
- Longevity, function, durability, maintenance, ease of repair or replacement, and product quality
- Cross check between MEP disciplines to ensure that the design intent is achieved
- Clash detection if required to help eliminate spatial conflicts
- Access for future maintenance for equipment, piping, and ductwork

Level 10 utilizes the Bluebeam® Studio Session to prepare the most thorough, organized and efficient constructability reviews. Bluebeam Studio is a cloud-based solution for collaboration. Bluebeam Studio allows Level 10 to securely manage projects digitally from start to finish anywhere, at any time, from a desktop, tablet PC or iPad.

Team members review documents and make comments in a collaborative environment that all users, including the design team and owner can view. The comments are tracked within the application and the report can be issued to the design team with the comments directly on the drawings for quick review. The process eliminates waste and improves the efficiency of the constructability review process and the end goal of reducing issues during the bidding and construction phases. Below is current example of how Level 10 is using Bluebeam to streamline and make the constructability process more collaborative and efficient.



Collaborative Bluebeam Session

ORGANIZATIONAL CHART

TORREY PINES FIRE STATION CITY OF SAN DIEGO

LEVEL 10 GENERAL CONTRACTOR

- MIKE CONROY, DBIA, LEED-AP*
PRINCIPAL-IN-CHARGE
- JERRY KIRKLAND, LEED-AP*
PROJECT EXECUTIVE
- ROB LEMING, DBIA, LEED-AP*
PRECONSTRUCTION EXECUTIVE
- DENNIS DALEY, LEED-AP*
PROJECT MANAGER
- TOM MCGEE*
SUPERINTENDENT
- KRISTINA PIRAINO
PROJECT ENGINEER
- MASON ATKINSON*
ESTIMATOR
- NOE TRUJILLO
SAFETY MANAGER

MILLER HULL ARCHITECT

- KATIE POPOLOW, AIA, DBIA, LEED-AP*
PRINCIPAL-IN-CHARGE
- SCOTT WOLF, FAIA, DBIA, LEED-AP*
PARTNER, DESIGN LEAD
- HEATHER RUSZCZYK, AIA, LEED-GA*
PROJECT MANAGER

DESIGN-BUILD SUBCONTRACTORS

- NICHOLAS J. PSYHOGIOS, PE*
PRINCIPAL
CIVIL: LATITUDE 33
- STEPHANE BEAUVAIS, PE, LC*
PRINCIPAL/ELECTRICAL ENGINEER
ELECTRICAL: ELEN CONSULTING
- RYAN HEAHTER, PE*
PROJECT MANAGER/MECHANICAL ENGINEER
MECHANICAL: ELEN CONSULTING
- JIM CONLEY, SE DBIA*
STRUCTURAL ENGINEER
STRUCTURAL: COFFMAN ENGINEERS
- AMAN SHAH, PE*
FIRE PROTECTION ENGINEER
FIRE PROTECTION: COFFMAN ENGINEERS
- JOHN F. O'BRIEN, PE, GE*
PRINCIPAL GEOTECHNICAL ENGINEER
GEOTECHNICAL: NOVA SERVICES
- MELISSA STAYNER, PG, CEG*
SENIOR ENGINEERING GEOLOGIST
GEOTECHNICAL: NOVA SERVICES
- JEFFREY T. (JT) BARR, PLA*
PRINCIPAL LANDSCAPE ARCHITECT
LANDSCAPE: SCHMIDT DESIGN GROUP**
- TOMO TAKAHASHI, PE*
TRANSPORTATION/TRAFFIC ENGINEER
TRAFFIC: CHEN RYAN ASSOCIATES
- LANCE UNVERZAGT, MCRP, AICP CEP*
SENIOR ENVIRONMENTAL PLANNER
CULTURAL RESOURCE SPECIALIST (TBD)
ENVIRONMENTAL: ICF

* Staff included during Preconstruction

**certified arborist will be included on this team



Mike Conroy, LEED AP Vice President Operations

Mike has more than two decades of construction industry experience. As Vice President/Project Executive, Mike will work closely with the owner, architect and the entire project team to develop a sound Project Execution Strategy to ensure all project goals are achieved. Mike will be responsible for securing the most appropriate staff resources are committed to meet the demands of the project.

INDUSTRY EXPERIENCE

25 years

EDUCATION

Purdue University

Bachelor of Science,
Building Construction
Management

PROFESSIONAL DESIGNATIONS/TRAINING

DBIA Associate
LEED AP BD+C

REFERENCES

Palomar Community College District

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jamie@jrmcre.com

Umstot Project & Facilities Solutions, LLC

David Umstot
President
(619) 201-8483
david.umstot@
umstotsolutions.com



Palomar CCD M&O Complex



Palomar CCD M&O Complex



MCASD La Jolla Expansion



MCASD La Jolla Expansion

RELEVANT EXPERIENCE

PALOMAR COMMUNITY COLLEGE DISTRICT Maintenance and Operations Complex, Palomar

SDAF Malone Grand Orchid 2019

New 28,000-sq.-ft. complex includes two buildings; one for offices, conference room and break room and one for facilities. The project is targeting LEED Platinum/Net Zero Energy/Living Building Challenge "Petal Certification."

\$15,082,000 | completion June 2018

- ✓ **Similar Features:** Design-Build, Ground-Up, Onsite Surface Parking, Underground Utilities, MEP, Site Grading

MUSEUM OF CONTEMPORARY ART SAN DIEGO La Jolla Expansion, La Jolla

The expansion increases MCASD from 55,400-sq.-ft. to -105,000-sq.-ft. total and provides a new 41 space parking garage, a new main entry, bookstore, an outdoor terrace, auditoriums, a café, and an art loading dock. Delivers 46,000-sq.-ft. of gallery space which includes the renovation/repurpose of the existing 9,500-sq.-ft. auditorium into a two-level gallery with 20 ft. high ceilings and a new skylight.

\$57,399,000 | completion October 2021

- ✓ **Similar Features:** Onsite Surface Parking, Site Grading, MEP, San Diego Project

UNIVERSITY OF CALIFORNIA, SAN DIEGO Geisel Library Revitalization Initiative, La Jolla

26,000-sq.-ft. TI that includes building entry, corridors, elevator lobby, meet spot, integrated services hub, pop-up space, active learning classroom, gallery, and MEP upgrades. LEED Silver.

\$3,500,000 | project on hold

- ✓ **Similar Features:** MEP, San Diego Project

RELEVANT EXPERIENCE CONTINUED

UNIVERSITY OF CALIFORNIA, SAN DIEGO

Geisel Teaching and Learning Commons, La Jolla

12,000-sq.-ft. renovation of an existing library space to serve as a teaching and active learning space. Includes conference and meeting rooms, open office and reception areas. Work was performed on an active campus during summer seasons as well as with yearly classes and activities.

\$1,698,000 | completion September 2016

✓ **Similar Features:** MEP, San Diego Project

UNIVERSITY OF CALIFORNIA, SAN DIEGO

Urey Hall Q-Bio Rooms 6120 & 6124, La Jolla

2,017-sq.-ft. renovation of lab space and teaching classroom. Work included demolition of existing finishes and MEP systems and installation of new casework, fume hood, MEP systems, & overhead unistrut equipment racks.

\$554,000 | completion July 2015

✓ **Similar Features:** Design-Build, MEP, San Diego Project

UNIVERSITY OF CALIFORNIA, SAN DIEGO

Mayer Hall, Palacci Lab Renovation, La Jolla

1,300-sq.-ft. renovation of laboratory space, designed around physics and laser experiments. The project includes: renovation of three existing lab spaces and one office space into four new labs and one small printer room; demolition of existing finishes and MEP systems; and installation of new casework, fume hood, MEP systems, overhead unistrut equipment racks, and architectural finishes.

\$570,000 | completion March 2015

✓ **Similar Features:** Design-Build, MEP, San Diego Project

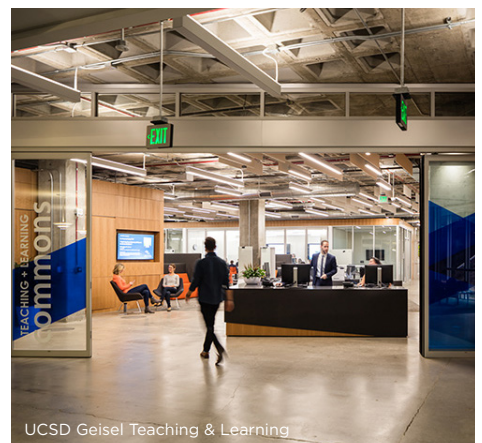
SAN DIEGO UNIFIED SCHOOL DISTRICT

New Classroom Building at San Diego Charter School, San Diego

Construction of new two-story, 45,000-sq.-ft. classroom building. The project includes classrooms, science classroom, offices, a reading library, media center, a wet laboratory, work rooms, an elevator, a new parking lot, new playground equipment, temporary basketball courts, and landscaping.

\$18,351,000 | completion November 2020

✓ **Similar Features:** Ground-Up, Onsite Surface Parking, Site Grading, MEP, San Diego Project



*Completed while at previous firm



Jerry Kirkland, LEED AP Project Executive

Jerry mentors and manages the project team. He works with the project team from preconstruction through closeout to develop and implement the project execution plan, and to analyze and resolve issues. He oversees contract terms, and provides oversight on pricing, schedule, safety and quality.

INDUSTRY EXPERIENCE

30 years

EDUCATION

Lawrence Technological University

Bachelor of Science,
Construction Engineering

PROFESSIONAL DESIGNATIONS/TRAINING

LEED AP BD+C
OSHA 30

REFERENCES

TriLink Biotechnologies

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McFarlane Architects

Neal McFarlane
Owner
(858) 248-1348
nkm@mcfarlanearchitects.com



City of Charlotte
West Side Fire Station*



City of Charlotte
West Side Fire Station*



Livingston County EMS Air
Response & Training Facility*



Livingston County EMS Air
Response & Training Facility*

RELEVANT EXPERIENCE

CITY OF CHARLOTTE

West Side Fire Station, Charlotte, MI*

17,000-sq.-ft. fire station with four apparatus bays and hose tower. Included a training and community center, living quarters, and a fitness center.

\$4,000,000 / completion 2009

- ✓ **Similar Features:** Fire Station, Ground-Up, Onsite Surface Parking, IT Data Network, Dorm Rooms, Kitchen, Watch Room, Ready Room, Alerting System, Site Grading, Street/Traffic Improvements, MEP

LIVINGSTON COUNTY

EMS Air Response & Training Facility, Howell, MI*

77,000-sq.-ft. state-of-the-art EMS Training Facility.

The facility included living quarters, training and simulation rooms, along with associated apparatus bays. Project also incorporated hanger construction to accommodate the University of Michigan Survival Flight Helicopter and other fixed wing aircrafts.

\$10,100,000 / completion October 2013

- ✓ **Similar Features:** Ground-Up, Onsite Surface Parking, IT Data Network, Dorm Rooms, Kitchen, Alerting System, Site Grading, MEP

UNIVERSITY OF SAN DIEGO

Knauss Center for Business Education, San Diego

72,000-sq.-ft. ground-up building. The exterior architecture will blend in with the existing Spanish Renaissance style that defined USD. The project includes instructional space, collaboration spaces, computer and financial labs, and faculty offices.

\$45,000,000 / completion August 2022

- ✓ **Similar Features:** Ground-Up, IT Data Network, Site Grading, MEP, San Diego Project

*Completed while at previous firm

RELEVANT EXPERIENCE CONTINUED

SAN DIEGO UNIFIED SCHOOL DISTRICT

New Classroom Building at San Diego Charter School, San Diego

Construction of new two-story, 45,000-sq.-ft. classroom building. The project includes classrooms, science classroom, offices, a reading library, media center, a wet laboratory, work rooms, an elevator, a new parking lot, new playground equipment, temporary basketball courts, and landscaping.

\$18,351,000 | completion November 2020

✓ **Similar Features:** Ground-Up, Onsite Surface Parking, IT Data Network, Site Grading, MEP, San Diego Project

OMNIOME, INC.

Tenant Improvement, San Diego

73,500-sq.-ft., two-story tenant improvement of office and laboratory space. Improvements will include an enzyme lab, flow cell lab, formulations lab, fill/finish lab, kitting lab, bio-chemistry lab, reagent manufacturing labs, optics lab, PCR lab, engineering lab, and a new 5,000 lb. service elevator.

\$16,409,000 | completion March 2020

✓ **Similar Features:** IT Data Network, Kitchen, MEP, San Diego Project

TRILINK BIOTECHNOLOGIES

Project Ruby, San Diego

8,857-sq.-ft. of GMP Manufacturing, 4,636-sq.-ft. non-GMP Manufacturing, and 1,023-sq.-ft. shipping/receiving expansion. Project includes an equipment room; a sampling room; a RH controlled rooms; two waste lifts; a glass wash/autoclave; office space; a conference room; new restrooms; and a solvent delivery/solid waste hazmat containment yard.

\$10,000,000 | completion October 2020

✓ **Similar Features:** MEP

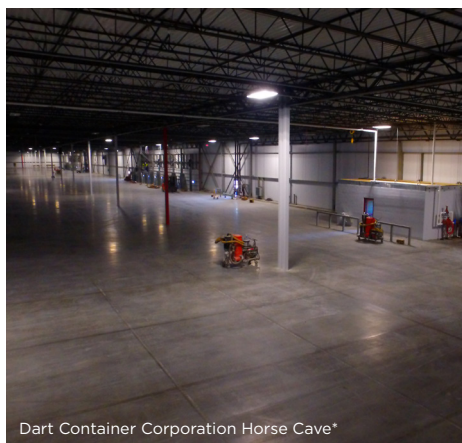
DART CONTAINER CORPORATION

Horse Cave, KY*

300,000-sq.-ft. manufacturing facility. Project included construction of manufacturing areas with all process piping, boiler and chiller areas, raw product silos and distribution piping, and final product warehousing including high pile storage areas and truck loading areas. Also included were the supporting office areas, employee break areas, locker room areas, and a 125 person cafeteria and kitchen.

\$24,000,000 | completion November 2007

✓ **Similar Features:** Ground-Up, Onsite Surface Parking, Kitchen, Site Grading, MEP



*Completed while at previous firm



Rob Leming, LEED AP Preconstruction Executive

Rob creates preliminary budgets, tracks and communicates cost changes, provides VE feedback, and develops cost exercises to promote better owner understanding of building assemblies. Rob also collaborates with the preconstruction team on budgeting, market pricing, historical cost, scheduling and site logistics.

INDUSTRY EXPERIENCE

17 years

EDUCATION

Kansas State University
Bachelor of Science,
Construction Management

PROFESSIONAL DESIGNATIONS/TRAINING

DBIA Associate
LEED AP BD+C
OSHA 10
Lean Enterprise Certified

REFERENCES

Palomar Community College District

Dennis Astl
Manager, Construction &
Facility Planning
(760) 744-1150 x2772
dastl@palomar.edu

LPA

Matthew Porreca, AIA
Design Director
(619) 871-0412
mporreca@lpainc.com

Joseph Wong Design Associates

Joseph Wong
Principal
jwong@jwdainc.com



Palomar CCD M&O Complex



Palomar CCD M&O Complex



MCASD La Jolla Expansion



MCASD La Jolla Expansion

RELEVANT EXPERIENCE

PALOMAR COMMUNITY COLLEGE DISTRICT Maintenance and Operations Complex, Palomar

SDAF Malone Grand Orchid 2019

New 28,000-sq.-ft. complex includes two buildings; one for offices, conference room and break room and one for facilities. The project is targeting LEED Platinum/Net Zero Energy/Living Building Challenge "Petal Certification."

\$15,082,000 | completion June 2018

- ✓ **Similar Features:** Design-Build, Ground-Up, Onsite Surface Parking, Underground Utilities, MEP, Site Grading

MUSEUM OF CONTEMPORARY ART SAN DIEGO La Jolla Expansion, La Jolla

The expansion increases MCASD from 55,400-sq.-ft. to ~105,000-sq.-ft. total and provides a new 41 space parking garage, a new main entry, bookstore, an outdoor terrace, auditoriums, a café, and an art loading dock. Delivers 46,000-sq.-ft. of gallery space which includes the renovation/repurpose of the existing 9,500-sq.-ft. auditorium into a two-level gallery with 20 ft. high ceilings and a new skylight.

\$57,399,000 | completion October 2021

- ✓ **Similar Features:** Onsite Surface Parking, Site Grading, MEP, San Diego Project

UNIVERSITY OF CALIFORNIA, SAN DIEGO Geisel Library Revitalization Initiative, La Jolla

26,000-sq.-ft. TI that includes building entry, corridors, elevator lobby, meet spot, integrated services hub, pop-up space, active learning classroom, gallery, and MEP upgrades. LEED Silver.

\$3,500,000 | project on hold

- ✓ **Similar Features:** MEP, San Diego Project

RELEVANT EXPERIENCE CONTINUED

UNIVERSITY OF CALIFORNIA, SAN DIEGO

Urey Hall Q-Bio Rooms 6120 & 6124, La Jolla

2,017-sq.-ft. renovation of lab space and teaching classroom. Work included demolition of existing finishes and MEP systems and installation of new casework, fume hood, MEP systems, & overhead unistrut equipment racks.
\$554,000 | completion July 2015

✓ **Similar Features:** Design-Build, MEP, San Diego Project

UNIVERSITY OF CALIFORNIA, SAN DIEGO

Mayer Hall, Palacci Lab Renovation, La Jolla

1,300-sq.-ft. renovation of laboratory space, designed around physics and laser experiments. The project includes: renovation of three existing lab spaces and one office space into four new labs and one small printer room; demolition of existing finishes and MEP systems; and installation of new casework, fume hood, MEP systems, overhead unistrut equipment racks, and architectural finishes.

\$570,000 | completion March 2015

✓ **Similar Features:** Design-Build, MEP, San Diego Project

SAN DIEGO UNIFIED SCHOOL DISTRICT

New Classroom Building at San Diego Charter School, San Diego

Construction of new two-story, 45,000-sq.-ft. classroom building. The project includes classrooms, science classroom, offices, a reading library, media center, a wet laboratory, work rooms, an elevator, a new parking lot, new playground equipment, temporary basketball courts, and landscaping.

\$18,351,000 | completion November 2020

✓ **Similar Features:** Ground-Up, Onsite Surface Parking, Site Grading, MEP, San Diego Project

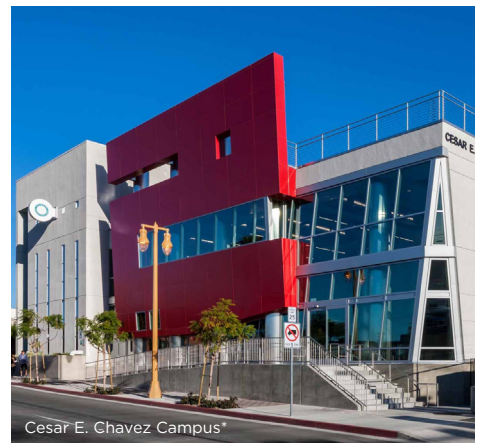
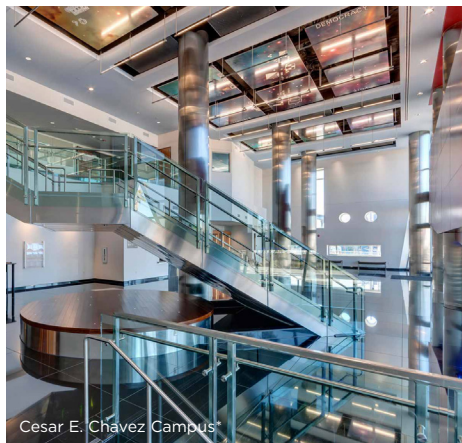
SAN DIEGO COMMUNITY COLLEGE DISTRICT

César E. Chávez Campus, San Diego*

The new Cesar E. Chavez Campus is a 67,924-sq.-ft. facility with 22 classrooms. It is a Campus of Excellence for Allied Health Career Training. The facility includes a multi-purpose room, administrative offices and a small business Incubator. A 70,000-sq.-ft. underground parking garage provides 149 parking spaces.

\$28,000,000 | completion December 2014

✓ **Similar Features:** Ground-Up, Onsite Surface Parking, IT Data Network, Site Grading, MEP, San Diego Project



*Completed while at previous firm



Dennis Daley, LEED AP Project Manager

As Project Manager, Dennis negotiates and administers subcontracts, assists with constructability reviews, supervises project engineers, monitors job costs and schedules, manages billings, and works closely with clients and subcontractors to ensure the project is completed on time and within budget.

INDUSTRY EXPERIENCE

17 years

EDUCATION

Colorado State University
Bachelor of Science,
Construction Management

PROFESSIONAL DESIGNATIONS/TRAINING

LEED AP
OSHA 10
OSHA 30
CPR / First Aid / ERT
LEAN Six Sigma Green Belt

REFERENCES

Palomar Community College

Dennis Astl
Manager, Construction & Facilities Planning
(760) 744-1150
dastl@palomar.edu

Jay Paul Company

Kris McGee
Construction Manager
(415) 263-7400
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Mission Federal Credit Union

Lisa Chappell
VP of Corporate Facilities
(858) 546-2002
lisac@missionfed.com



Palomar CCD M&O Complex



Palomar CCD M&O Complex



Cuyamaca College Student Center*



Cuyamaca College Student Center

RELEVANT EXPERIENCE

PALOMAR COMMUNITY COLLEGE DISTRICT Maintenance and Operations Complex, Palomar

SDAF Malone Grand Orchid 2019

New 28,000-sq.-ft. complex includes two buildings; one for offices, conference room and break room and one for facilities. The project is targeting LEED Platinum/Net Zero Energy/Living Building Challenge "Petal Certification."

\$15,082,000 / completion June 2018

- ✓ **Similar Features:** Design-Build, Ground-Up, Onsite Surface Parking, Underground Utilities, MEP, Site Grading, San Diego Area Project

GROSSMONT-CUYAMACA CCD

Cuyamaca College Student Center, El Cajon*

45,000-sq.-ft. student center featuring a cafeteria with dining areas, full commercial kitchen with exhaust hoods and Ansul system, retail area with walk-in refrigerators, servery, several large assembly halls, nurses' stations, and administrative offices.

\$17,000,000 / completion October 2007

- ✓ **Similar Features:** Ground-Up, Kitchen, Site Grading, MEP, San Diego Area Project

SHARP HEALTHCARE

Rees-Stealy Wellness Center, San Diego*

66,365-sq.-ft., three-story medical office building with 82 exam rooms, 33 physician offices, 20 administration offices, and other specialty and support rooms. Includes a parking structure. Design-Build. LEED Silver NC.

\$23,000,000 / completion August 2012

- ✓ **Similar Features:** Design-Build, Ground-Up, Onsite Surface Parking, Alerting System, Site Grading, MEP, San Diego Project

*Completed while at previous firm

RELEVANT EXPERIENCE CONTINUED

JAY PAUL COMPANY

Summit Rancho Bernardo Campus, San Diego

All new MEP systems and infrastructure upgrades, including two new central plants for more than 500,000-sq.-ft. of office space. The project included 10 new entry façades, a new lobby/atrium connector, new landscape and hardscape, patios, green space and the conversion of the old central plant into an amenities building.

LEED Gold.

\$58,025,000 | completion June 2016

✓ **Similar Features:** Onsite Surface Parking, Site Grading, MEP, San Diego Project

MISSION FEDERAL CREDIT UNION

Headquarters TI, San Diego

111,000-sq.-ft. complete build-out of new corporate headquarters facility that consists of demolition of existing interiors of multiple buildings purchased by Mission Federal and construction of all new tenant improvements. Includes private and open office spaces, conference rooms, a lobby, a full-scale commercial kitchen, cafeteria dining space, a green room, a gym, landscaping, outdoor amenities spaces, and exterior building improvements.

\$12,977,000 | completion October 2018

✓ **Similar Features:** Kitchen, MEP, San Diego Project

UNIVERSITY OF CALIFORNIA, BERKELEY

Residence Halls Units 1 and 2, Infill Student Housing, Berkeley*

310,982-sq.-ft. residence halls, including four new eight-story structures of cast-in-place concrete. The structures added 884 new beds to the University's housing market. LEED Gold NC.

\$92,000,000 | completion April 2005

✓ **Similar Features:** Ground-Up, Dorm Rooms, Kitchen, Site Grading, MEP

JAY PAUL COMPANY

Summit Rancho Bernardo Building, San Diego*

200,000-sq.-ft. five-story, multi-tenant Class A office tower. During construction, waste management practices resulted in the recycling of over 93 percent of construction waste. Recycled material incorporated into the building accounted for over 1/3 of all material used in the project. The building envelope as well as the mechanical and electrical systems achieved 17.4 percent better than Title 24 standards. LEED Gold.

\$44,200,000 | completion July 2009

✓ **Similar Features:** Ground-Up, Onsite Surface Parking, Site Grading, MEP, San Diego Project



*Completed while at previous firm



Tom McGee Superintendent

As Superintendent, Tom has direct responsibility for field management, ensuring a safe work environment and quality workmanship, and maintaining the project schedule and budget. Tom initiates, coordinates and supervises all operations from the beginning of the project until completion and acceptance by the owner.

INDUSTRY EXPERIENCE

24 years

EDUCATION

Mt. San Antonio College
Construction Technology

PROFESSIONAL DESIGNATIONS/TRAINING

OSHA 10
OSHA 30
OSHA 510
CPR / First Aid / AED
Lead Training Certified
Journeyman Certification
Rescuers and Healthcare
Providers Certification

REFERENCES

City of Chandler, Arizona

Mike Hollingsworth
Facilities & Fleet Manger
(formerly Facility Director at
San Manuel Casino)
(480) 215-9831
mike.hollingsworth@
chandleraz.gov

Ray Fox & Associates

Waylon Blackjack Helgeson
Project Manager
(619) 296-4595
waylon@raymondfox.com

RELEVANT EXPERIENCE

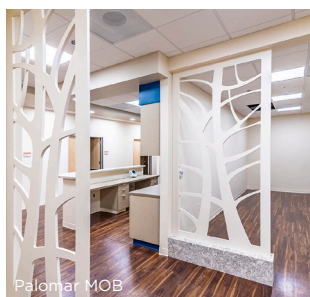
RICHMAN GROUP DEVELOPMENT CORP.

K1 330 13th Street, San Diego

Type I 436,399-sq.-ft. mixed-use apartment complex. The 23-story residential high-rise tower consists of residential space with 222 units, 205,278-sq.-ft. of non-residential space, 7,000-sq.-ft. of ground-floor commercial space, below-grade parking, an outdoor amenities area including a pool, spa, barbecue area, and fitness center, and an adjoining building featuring a restaurant, two penthouses and an open-space corridor.

\$87,235,000 | completion July 2019

- ✓ **Similar Features:** Ground-Up, Onsite Surface Parking, Kitchen, Site Grading, MEP, San Diego Project



JRMC REAL ESTATE

Palomar Medical Office Building Core/Shell & TI, Escondido

72,000-sq.-ft. ground-up construction of a 3-story warm shell medical office building. The 8,000-sq.-ft. TI project includes a healthcare clinic, private exam rooms, lobby, kitchen, common areas, and office space. A unique component is a Nurse Call System throughout the suite. The site incorporates bioswales strategically placed through the parking lot and site perimeter to provide natural treatment and filtration of debris from storm water on the site.

\$18,327,000 | completion May 2018

- ✓ **Similar Features:** Ground-Up, Onsite Surface Parking, Kitchen, Alerting System, Site Grading, MEP, San Diego Area Project

RELEVANT EXPERIENCE CONTINUED

JRMC REAL ESTATE

2130 Citracado Medical Office Building Core/Shell, Escondido

80,000-sq.-ft. ground-up construction of a three-story warm shell medical office building. The building exterior is comprised of a mixture of stone veneer and stucco with a glazed curtain wall entry tower. The site features bioswales strategically placed through the parking lot and site perimeter to provide natural treatment and filtration of debris from storm water on the site.

\$15,069,000 | completion August 2020

✓ **Similar Features:** Ground-Up, Onsite Surface Parking, Site Grading, MEP, San Diego Area Project

JAY PAUL COMPANY

Summit Rancho Bernardo Campus, San Diego

All new MEP systems and infrastructure upgrades, including two new central plants for more than 500,000-sq.-ft. of office space. The project included 10 new entry façades, a new lobby/atrium connector, new landscape and hardscape, patios, green space and the conversion of the old central plant into an amenities building. LEED Gold.

\$58,025,000 | completion June 2016

✓ **Similar Features:** Onsite Surface Parking, Site Grading, MEP, San Diego Project

SHARP-REESE HOSPITAL

Downtown Wellness Center, San Diego*

66,000-sq.-ft. New three-story building that contains 100 exam rooms, 36 physician offices, 20 administration offices, as well as specialty and support rooms. LEED Silver certified. DBIA D/B Merit Award.

\$23,000,000 | completion 2012

✓ **Similar Features:** Design-Build, Ground-Up, Onsite Surface Parking, Site Grading, MEP, San Diego Project

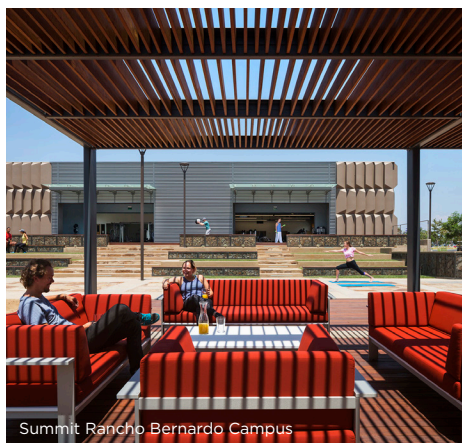
PALA CASINO SPA & RESORT

Renovation of Resort & Spa, Pala

The project included: upgrading 349 rooms with new furnishings and finishes to meet AAA's four diamond guidelines; a newly renovated restaurant with outdoor seating; a new luxurious bar & lounge; improvements to the existing food court; and updates to the casino and poker areas. The pool renovation includes a new café & bar with hardscape and landscape features; 5 heated pools, in-water seating, waterfalls; 2 hot tubs, 14 cabanas with state-of-the-art AV features; outdoor lounge areas; and fireplaces.

\$17,710,000 | completion December 2018

✓ **Similar Features:** Kitchen, Site Grading, MEP, San Diego Area Project



*Completed while at previous firm



Kristina Piraino Project Engineer

Kristina is responsible for working directly with the owner, architect/engineer, and subcontractors to process change orders, submittals, and RFIs; review progress billings; evaluate changes in scope of work to the base contract; resolve field constructability issues; and manage the project quality plan.

INDUSTRY EXPERIENCE

5 years

EDUCATION

**California State University,
Long Beach**

Bachelor of Science,
Construction Engineering
Management

PROFESSIONAL DESIGNATIONS/TRAINING

OSHA 10
OSHA 30
CPR / First Aid

REFERENCES

O3 Design

Sheila Andelin
Architect
(949) 757-6996
o3designinc@icloud.com

Goodwill

John Hartz
Construction Manager
(310) 871-2304
jhartz@levelpm.com

GPS Painting

Branden Schneider
Project Manager
(949) 212-9912
bschneider@gpspainting.com



SDUSD New Classroom Building



SDUSD New Classroom Building



TriLink Project Ruby



TriLink Project Ruby

RELEVANT EXPERIENCE

SAN DIEGO UNIFIED SCHOOL DISTRICT New Classroom Building at San Diego Charter School, San Diego

Construction of new two-story, 45,000-sq.-ft. classroom building. The project includes classrooms, science classroom, offices, a reading library, media center, a wet laboratory, work rooms, an elevator, a new parking lot, new playground equipment, temporary basketball courts, and landscaping.

\$18,351,000 | completion November 2020

- ✓ **Similar Features:** Ground-Up, Onsite Surface Parking, Site Grading, MEP, San Diego Project

TRILINK BIOTECHNOLOGIES

Project Ruby, San Diego

8,857-sq.-ft. of GMP Manufacturing, 4,636-sq.-ft. non-GMP Manufacturing, and 1,023-sq.-ft. shipping/receiving expansion. Project includes an equipment room; a sampling room; a RH controlled rooms; two waste lifts; a glass wash/autoclave; office space; a conference room; new restrooms; and a solvent delivery/solid waste hazmat containment yard.

\$10,000,000 | completion October 2020

- ✓ **Similar Features:** MEP

THE CITY OF PASADENA

Water Main, Pasadena*

Replacement of City water main lines.

Completion December 2018

- ✓ **Similar Features:** MEP

*Completed while at previous firm



Mason Atkinson Estimator

As Estimator, Mason is responsible for working with the design team and owner to prepare accurate and timely budgets, estimates and pre-bid packages. Mason also helps establish a bidders' list, solicits and evaluates subcontractor proposals and scopes of work, prepares quantity surveys, and reviews project plans and specs for constructability and VE opportunities.

INDUSTRY EXPERIENCE

9 years

REFERENCES

Berg Electric

Christopher Villano
Preconstruction Manager
(619) 954-4596
cvillano@bergelectric.com

Countywide Mechanical

Kendall DeSpensa
Director of Preconstruction
(619) 843-1146
kdespenza@countywidems.com

Anning-Johnson

Dwayne Hanlon
Estimator, Project Manager
(858) 457-4505
dhanlon@anningjohnson.com

Brightview Landscape Development, Inc.

Isaac Alford
Assistant Branch Manager
(858) 583-3156
isaac.alford@brightview.com

Contex Glazing

Mark Albrecht
Estimator
(619) 644-1983
mark@centexglazing.com

RELEVANT EXPERIENCE

MUSEUM OF CONTEMPORARY ART SAN DIEGO La Jolla Expansion, La Jolla

The expansion increases MCASD from 55,400-sq.-ft. to ~105,000-sq.-ft. total and provides a new 41 space parking garage, a new main entry, bookstore, an outdoor terrace, auditoriums, a café, and an art loading dock. Delivers 46,000-sq.-ft. of gallery space which includes the renovation/repurpose of the existing 9,500-sq.-ft. auditorium into a two-level gallery with 20 ft. high ceilings and a new skylight. *\$57,399,000 | completion October 2021*

✓ **Similar Features:** Onsite Surface Parking, Site Grading, MEP, San Diego Project

COUNTY OF SAN DIEGO

San Diego Waterfront Park, San Diego*

Renovation to existing administration building to increase public space by eliminating above grade parking and adding below grade parking structures. The above ground space was converted into a 12-acre park with a 830-foot-long shallow fountain, a large playground and vast green space. *\$49,400,000 | completion May 2014*

✓ **Similar Features:** Ground-Up, Site Grading, MEP, San Diego Project

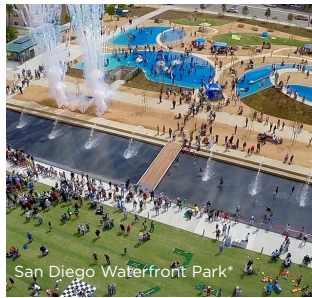
SWIFT REAL ESTATE PARTNERS

Rancho Vista Campus, San Diego

Repositioning of three buildings, including decoupling from the existing campus central utilities plant, and construction of new dedicated utility feeds, chilled water plants, and heating hot water plants for each building. The project also included



MCASD La Jolla Expansion



San Diego Waterfront Park*



Rancho Vista Campus



Rancho Vista Campus

RELEVANT EXPERIENCE CONTINUED

interior and exterior renovations to the on-site cafeteria building and extensive site improvements to make room for additional amenities areas, gym and parking spaces.

\$25,000,000 | completion July 2018

✓ **Similar Features:** Onsite Surface Parking, Kitchen, MEP, San Diego Project

CHELSEA INVESTMENT CORPORATION

14th and Commercial, San Diego

290,000-sq.-ft., 407-unit affordable housing development with two structures; a 14-story Type I building and a seven-story Type V building over a two-level concrete podium. The ground level will house commercial space and a lobby. The 2nd level will contain a fitness room, community room, management offices and a large open courtyard. The site contains a community garden, children's play area, and underground parking.

\$104,520,000 | completion February 2022

✓ **Similar Features:** Ground-Up, Kitchen, Site Grading, MEP, San Diego Project

ILLUMINA

Project Phoenix, San Diego

4,418-sq.-ft. build-out of a new grab and go café and catering kitchen. Project includes a 1,400-sq.-ft. kitchen, 800-sq.-ft. of dry storage, and 2,000-sq.-ft. of new seating.

\$1,478,000 | completion February 2020

✓ **Similar Features:** Kitchen, MEP, San Diego Project

RICHMAN GROUP DEVELOPMENT CORP.

K1 330 13th Street, San Diego

Type I 436,399-sq.-ft. mixed-use apartment complex. The 23-story residential high-rise tower consists of residential space with 222 units, 205,278-sq.-ft. of non-residential space, 7,000-sq.-ft. of ground-floor commercial space, below-grade parking, an outdoor amenities area including a pool, spa, barbecue area, and fitness center, and an adjoining building featuring a restaurant, two penthouses and an open-space corridor.

\$87,235,000 | completion July 2019

✓ **Similar Features:** Ground-Up, Onsite Surface Parking, Kitchen, Site Grading, MEP, San Diego Project

SEAWORLD SAN DIEGO

Entrance Bag Check, San Diego

Construction of a new bag check entrance including: demolition; concrete foundations and flatwork; wood trellis; structural sign supports; installation of a new sign and metal detectors; and landscaping and hardscape.

\$578,000 | completion March 2019



Katie Popolow, AIA, LEED AP, DBIA Principal in Charge



Katie Popolow is the Managing Principal of Miller Hull's San Diego studio. As Principal-in-Charge, Katie will be responsible for ensuring the design team's performance providing direction and expertise. Katie is a leader in the firm's public safety work. She is experienced in design build delivery and is deeply involved in the Design Build Institute of America (DBIA), currently serving as President for the northwest region.

INDUSTRY EXPERIENCE

32 years

EDUCATION

University of Pennsylvania

Master of Architecture

University of Washington

Bachelor of Architecture

University of Washington

Architecture in Rome

University of Washington

Extension Course Design

Firm Leadership and

Management

PROFESSIONAL

DESIGNATIONS/TRAINING

Registered Architect:

Washington

LEED Accredited

Professional

DBIA Certified Professional

DBIA NW Regional

President

REFERENCES

University of Washington

Steve Tatge, Executive

Director, Major Projects

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County of San Diego

Leonard Pinson

Project Manager

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RELEVANT EXPERIENCE

CITY OF SEATTLE, Fire Station No. 39, Seattle, WA

Sharing the street with the Lake City Community Center and Public Library, Fire Station 39 has a high degree of visibility to the station entry and apparatus bays allows for strong connections between the firefighters and the neighborhood. Replacement of the existing 1949 station with the new 11,000-SF station required collaborative efforts between the City of Seattle, Seattle Fire Department, the local community, and design team to maximize opportunities while minimizing physical impacts. The LEED Gold facility employs creative energy conservation in the semi conditioned spaces, and rainwater from the roofs is channeled to a 7,000 gallon cistern through an integrated art project.

Role: QA/QC, all phases

\$3.5 million / completion: 2010

- ✓ **Similar Features:** Fire Station, Ground-Up, Onsite Surface Parking, IT Data Network, Dorm Rooms, Kitchen, Watch Room, Ready Room, Alerting System, Site Grading, Street/Traffic Improvements, MEP, Collaboration between multiple agencies

COUNTY OF SAN DIEGO

Assessors, Recorder, County Clerk (ARCC)

Office and Archive, Santee, CA

2020 SDAF Orchid

The 25,000 SF building combines several governmental and administrative departments that provides services from property records and tax collecting, to historical records and civil wedding ceremonies. Mandated by the County of San Diego, the environmentally-responsible ARCC building



Fire Station No. 39



Fire Station No. 39



County of San Diego ARCC



County of San Diego ARCC

RELEVANT EXPERIENCE CONTINUED

targets both Net Zero Energy and LEED Gold certification. Slated to be the first Net Zero Energy archive facility in the United States.

\$12 million | completion March 2020

- ✓ **Similar Features:** *Design-Build, Public Service Facility, Ground-Up, Onsite Surface Parking, Site Grading, Street/Traffic Improvements, MEP, San Diego Project*

COUNTY OF SAN DIEGO, As-Needed Architectural and Planning Consulting Services, San Diego, CA

On an as-needed basis, Miller Hull provides Architectural and Planning services in support of the Project Management Division, Department of General Services. Deliverables are project specific and can include any aspect of planning and architecture from feasibility studies to construction administration assistance. Miller Hull has completed or is in process for seven sheriff station feasibility and programming studies and a regional service center feasibility study under this contract.

Contract awarded 2018 and annually renewed through 2022

- ✓ **Similar Features:** *Publicly funded entity, Familiarity with local jurisdictions, San Diego Project, Collaboration between multiple department agency*

UNIVERSITY OF WASHINGTON, Campus Police Department, Seattle, WA

The University of Washington's campus police serve nearly 68,000 students, faculty, staff, and visitors within the 700-plus-acre campus. The new facility's 40,000 SF program includes police administration and support spaces for 93 people, forensic lab, evidence processing and storage, feet parking, sally port, suspect processing and secure interview spaces, armory and weapons maintenance, community rooms to double as police training spaces, fitness, locker rooms and a dispatch center..

\$14.5 million | completion 2016

- ✓ **Similar Features:** *Public Safety Facility Ground-Up, Onsite Surface Parking, IT Data Network, Alerting System, Site Grading, Street/Traffic Improvements, MEP, fitness center, staff amenities*

CITY OF KIRKLAND, Kirkland Justice Center, Kirkland WA

The City of Kirkland converted an existing "big box" warehouse building into a civic facility where the Municipal Courts and their Police Department are co-located. The project includes two separate and dedicated lobby spaces, community multi-use spaces, and the Kirkland Municipal Court. The police program serves a police staff of 155. Support spaces include a forensic lab, evidence processing and storage, an 8-lane firearms proficiency range, an 85 bed jail, sally port, vehicle maintenance bays, fitness and locker rooms.

\$36 million | completion May 2014

- ✓ **Similar Features:** *Public Safety Facility, Ground-Up, Onsite Surface Parking, Site Grading, Street/Traffic Improvements, MEP, IT Data Network, Dorm Rooms, Kitchen, Watch Room, Ready Room, Alerting System*



Scott Wolf, FAIA, LEED AP BD+C, DBIA Partner, Design Lead



Scott, a partner at Miller Hull, has designed many of Miller Hull's infrastructure projects and fire stations, including the National AIA Honor Award-Winning Mercer Island Fire Station 92. Scott fosters an exploratory design process, encouraging active participation leading to an inspiring and integrated design solution that will meet the City's programmatic and budgetary criteria. Scott will have stamping authority for the architectural scope.

INDUSTRY EXPERIENCE

35 years

EDUCATION

University of Oregon
Master of Architecture
North Carolina State University

Bachelor of Environmental Design, Architecture
Presidio Graduate School
Executive Certificate in Sustainable Business Management

University of Washington,
Runstad Center for Real Estate, Affiliate Fellow

PROFESSIONAL DESIGNATIONS/TRAINING

Registered Architect:
Washington, California
LEED Accredited
Professional BD+C
Envision SP Certified Prof.
DBIA Certified Professional

REFERENCES

City of Mercer Island
Steve Heitman, Chief
206.275.7960
steve.heitman@mercergov.org

City of Seattle
David Kunselman, AIA
Deputy Director
206.615.1686
david.kunselman@seattle.gov

RELEVANT EXPERIENCE

MERCER ISLAND FIRE DEPARTMENT

Fire Station 92, Mercer Island, WA

2018 AIA National Honor Award / 2016 AIA WA Civic Design Awards, Honor Award / 2016 FIERO, Fire Station Design Award / 2016 AIA NW & Pacific Awards, Merit Award / 2015 AIA Seattle, Merit Award



Fire Station No. 92



Fire Station No. 92



Fire Station No. 21



Fire Station No. 21

The Mercer Island Fire Department serves 25,000 residents across 13 square miles of territory through two stations. FS92 houses a one engine company comprised of a large fire truck, a smaller rig capable of navigating the islands' many narrow roads and the fire chief's vehicle. The simple plan wraps the two story apparatus bay volume with supporting program - the public lobby and administration spaces to the west, apparatus bay support functions to the south and the living quarters on the second floor. *\$3.6 million | completion May 2015*

- ✓ **Similar Features:** Fire Station, Essential Services Program, Ground-Up, Onsite Surface Parking, Underground Utilities, Constrained Site, IT Data Network, Dorm Rooms, Kitchen, Watch Room, Ready Room, Alerting System, Site Grading, Street/Traffic Improvements

CITY OF SEATTLE, Fire Station No. 21, Seattle, WA

In addition to improving the functional and safety aspects of the existing facility, a primary goal of this station, as established by the Seattle Fire Department, was to provide a high degree of visibility both in and out of the station in order to more to actively engage in the vibrant street life of the neighborhood. The 8,420 SF building accommodates four on-duty personnel including

RELEVANT EXPERIENCE CONTINUED

crew, administration and operational area requirements. Two apparatus bays provide for the engine and mass casualty unit. *\$2.9 million / completion 2013*

- ✓ **Similar Features:** Fire Station, Ground-Up, Onsite Surface Parking, IT Data Network, Dorm Rooms, Kitchen, Watch Room, Ready Room, Alerting System, Site Grading, Street/Traffic Improvements, MEP

CITY OF SEATTLE, Fire Station No. 39, Seattle, WA

Sharing the street with the Lake City Community Center and Public Library, Fire Station 39 has a high degree of visibility to the station entry and apparatus bays allows for strong connections between the firefighters and the neighborhood. Replacement of the existing 1949 station with the new 11,000-SF station required collaborative efforts between the City of Seattle, Seattle Fire Department, the local community, and design team to maximize opportunities while minimizing physical impacts. The LEED Gold facility employs creative energy conservation in the semi conditioned spaces, and rainwater from the roofs is channeled to a 7,000 gallon cistern through an integrated art project. *\$3.5 million / completion: 2010*

- ✓ **Similar Features:** Fire Station, Ground-Up, Onsite Surface Parking, IT Data Network, Dorm Rooms, Kitchen, Watch Room, Ready Room, Alerting System, Site Grading, Street/Traffic Improvements, MEP, Collaboration between multiple agencies

CITY OF BOTHELL, Fire Stations No. 42 & 45, Bothell, WA

Using a Progressive Design-Build delivery method, Miller Hull has completed design for two new fire stations and interim operating accommodations. The two stations will use a similar palette of materials and systems to streamline costs and develop a unified identity for the Bothell Fire Department's facilities. The new Station 42 will maximize the use of a challenging downtown site to provide a mixture of training space, drive-through bays and back-in bays. Station 45 will be a compact, back-in station that is designed to allow the iconic big roll up doors to visually engage the public at the scale and speed of the adjacent highway.

\$24 million / Size: 22,000 SF & 14,000 SF / Completion: 2021

- ✓ **Similar Features:** Progressive Design-Build, Fire Station, Ground-Up, Onsite Surface Parking, IT Data Network, Dorm Rooms, Kitchen, Watch Room, Ready Room, Alerting System, Site Grading, Street/Traffic Improvements, MEP

COUNTY OF SAN DIEGO, Assessors, Recorder, County Clerk (ARCC) Office and Archive, Santee, CA

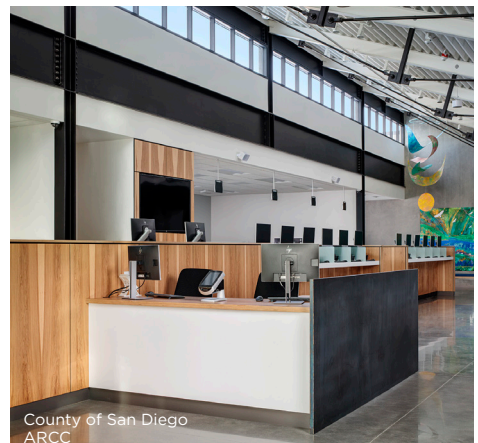
2020 SDAF Orchid

The 25,000 SF building combines several governmental and administrative departments that provides services from property records and tax collecting, to historical records and civil wedding ceremonies. Mandated by the County of San Diego, the environmentally-responsible ARCC building targets both Net Zero Energy and LEED Gold certification. Slated to be the first Net Zero Energy archive facility in the United States.

\$12 million / completion March 2020

- ✓ **Similar Features:** Design-Build, Public Service Facility, Ground-Up, Onsite Surface Parking, Site Grading, Street/Traffic Improvements, MEP, San Diego Project

MILLER HULL





Heather Ruszczyk, AIA, LEED Green Associate, Project Manager

Heather has worked on a variety of project teams, ranging from large, new construction projects to small scale interior renovations. She is committed to solving the unique challenges and opportunities of each project through balancing purposeful design with functional requirements. Her excellent organizational and communication skills ensure a smooth process and attentiveness to the client's needs.

INDUSTRY EXPERIENCE

8 years

EDUCATION

University of Washington
Master of Architecture

Principia College

Bachelor of Arts,
Mathematics

PROFESSIONAL DESIGNATIONS/TRAINING

Registered Architect:
California
LEED Green Associate

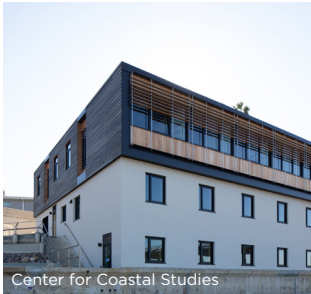
REFERENCES

University of California, San Diego, SIO
Cammie Ingram,
Director, Capital Planning and Space Management
858.534.2837
cingram@ucsd.edu

University of California, San Diego
Matt Smith, RA
Project Manager
858.246.1970
m4smith@ucsd.edu



County of San Diego ARCC



Center for Coastal Studies



Center for Coastal Studies



Teaching and Learning Commons

RELEVANT EXPERIENCE

COUNTY OF SAN DIEGO Assessors, Recorder, County Clerk (ARCC) Office and Archive, Santee, CA

2020 SDAF Orchid

The 25,000 SF building combines several governmental and administrative departments that provides services from property records and tax collecting, to historical records and civil wedding ceremonies. Mandated by the County of San Diego, the environmentally-responsible ARCC building targets both Net Zero Energy and LEED Gold certification. Slated to be the first Net Zero Energy archive facility in the United States.

\$12 million | completion March 2020

- ✓ **Similar Features:** *Design-Build, Public Service Facility, Ground-Up, Onsite Surface Parking, Site Grading, Street/Traffic Improvements, MEP, San Diego Project*

UNIVERSITY OF CALIFORNIA, SAN DIEGO, SCRIPPS INSTITUTION OF OCEANOGRAPHY CAMPUS

Center for Coastal Studies, San Diego, CA

Directly adjacent to the Pacific and originally a salt water storage tank from the 1940s, the Center for Coastal Studies renovation envisions revitalizing an oceanside bunker at the heart of the Scripps campus into a building fit for its environment. To accomplish this, we are utilizing resilient materials, establishing a connection to its surroundings and inspiring the community through interaction and education and connecting the building to its environment.

\$6 million | completion 2020

- ✓ **Similar Features:** *UCSD Campus, Coastal Commission Approval Process, Constrained Site*

RELEVANT EXPERIENCE CONTINUED

UNIVERSITY OF CALIFORNIA, SAN DIEGO

Geisel Library Teaching and Learning Commons, San Diego, CA

Miller Hull was tasked with creating the new home for the Centers for Engaged Teaching and Engaged Learning within the Geisel Library. Comprising approximately 10,000 ASF in the existing library, the diverse group of service providers will come together to co deliver services to the university community, including a full range of services surrounding effective teaching methods and instructional technologies.

\$1.75 million | completion 2016

✓ **Similar Features:** *Publicly funded entity, UCSD Campus approval process, San Diego Project*

GB CAPITAL HOLDINGS

National City Marine District Master Plan, National City, CA

Miller Hull has been working with the City of National City, GB Capital and the Sycuan Band of the Kumeyaay Nation to redevelop the National City Marina District in an effort to increase public amenities and allow greater access to National City's waterfront. The master plan effort focused includes rerouting infrastructure to both facilitate better transport of goods for the working waterfront industries while opening up the contiguous parcels for hospitality and amenity developments. The study involved a space planning exercise.

Cost NA | completion 2018

✓ **Similar Features:** *Coordination with multiple agencies having jurisdiction, Evaluation and infrastructure planning study*

UNIVERSITY OF CALIFORNIA, SAN DIEGO, SCRIPPS INSTITUTION OF OCEANOGRAPHY

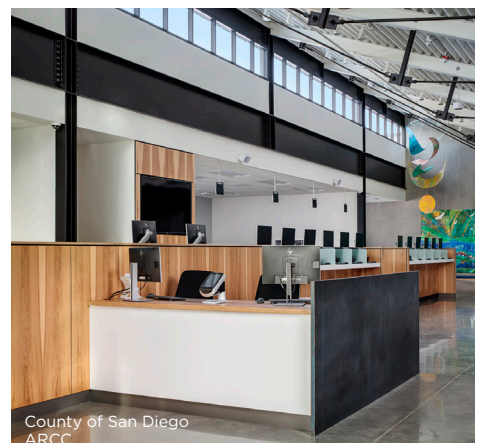
Nimitz Marine Facility Planning Study, San Diego, CA

A planning study to develop a vision to transform the aging campus into a world-class facility synonymous with the Scripps legacy. Primary goals of the study include facilitating an efficient flow of materials and people to the site and on and off research vessels, developing a strategy to accommodate the next 30 years of growth, and determining potential sustainable strategies for responsible development.

Cost NA / Study Ongoing

✓ **Similar Features:** *Coordination with multiple agencies having jurisdiction, Evaluation and infrastructure planning study*

MILLER
HULL





Nicholas J. Psychogios, PE Principal

Nick is registered civil engineer with over 20 years' experience in land development. He has a strong background in a wide variety of projects working with both private developers and public agencies. His experience includes engineering feasibility studies, entitlements, final engineering design and construction management. Nick has extensive knowledge of plan preparation and permit processing and has successfully lead design teams consisting of numerous consultants.

INDUSTRY EXPERIENCE

23 years

EDUCATION

BS Civil Engineering,
University of Illinois
Champaign-Urbana, 1997

PROFESSIONAL DESIGNATIONS/TRAINING

ULI
BIA
ASCE

REFERENCES

Project Design Consultants

Greg Shields
CEO
(619) 235-6471

Fuscoe Engineering

Eric Armstrong
Principal
(858) 554-1500



Fire Station No. 1



PHR Fire Station 47



Imperial Beach Branch Library



PHR Library

RELEVANT EXPERIENCE

CITY OF OCEANSIDE

Fire Station No. 1, Oceanside

Latitude 33 is working with the City of Oceanside on the design of Fire Station No. 1. This development will consist of a new 30,000 SF building with associated parking lot, pedestrian walkways, emergency vehicle access driveways and utility connections to the proposed building. Latitude 33 has provided boundary, aerial topography and entitlement drawings and currently working on final engineering drawings.

\$19,500,000 - \$22,500,000 | In Progress

- ✓ **Similar Features:** Fire Station, Ground-Up, Onsite Surface Parking, IT Data Network, Dorm Rooms, Kitchen, Watch Room, Ready Room, Alerting System, Site Grading, Street/Traffic Improvements, San Diego County Project

CITY OF SAN DIEGO

Pacific Highlands Ranch Fire Station 47, Del Mar

The Pacific Highlands Ranch Fire Station 47 is a 10,500-square-foot facility which Latitude 33 performed preliminary site layout, grading studies, final mapping and construction administration for this three-bay fire station. The finished, state-of-the-art fire rescue facility achieved LEED Silver certification.

\$7,500,000 | completion 2008

- ✓ **Similar Features:** Design-Build, Fire Station, Ground-Up, Onsite Surface Parking, IT Data Network, Dorm Rooms, Kitchen, Watch Room, Ready Room, Alerting System, Site Grading, Street/Traffic Improvements, San Diego Project

RELEVANT EXPERIENCE CONTINUED

CITY OF SAN DIEGO

Imperial Beach Branch Library

The 14,000 square foot Design Build library included demolition of the existing library and portions of the existing community center. This new library was designed to fit into a complex footprint with the existing City of Imperial Beach Veteran's Park and two City streets creating all edge conditions. Innovative water quality measures were built into "dune" landscape features to match the ocean community site and building elements (breaking waves, boardwalk, sand elements). Efforts including site design, drainage and water quality improvements, utilities, and infrastructure permitted and coordinated with the County of San Diego as well as the City of Imperial Beach.

\$8,500,000 | April 2017

✓ **Similar Features:** Design-Build, Ground-Up, Onsite Surface Parking, Kitchen, Street/Traffic Improvements, San Diego Project

CITY OF SAN DIEGO

Pacific Highlands Ranch Library, Del Mar

18,000 SF Library which is the final development of the 30-acre Mixed -Use Village at Pacific Highlands Ranch Community. This is the final development in the nearly 30-acre Mixed Use "The Village @ PHR" Shopping Center at the heart of the PHR Community, which was master-planned by Latitude 33, entitled in collaboration with Coast Income Properties, and further developed in concert with residential builder/developer Wermers Companies and affordable housing developer, Affirmed Housing.

In Progress

✓ **Similar Features:** Design-Build, Ground-Up, Onsite Surface Parking, IT Data Network, Site Grading, Street/Traffic Improvements, San Diego Project

CITY OF ENCINITAS

As-Needed Civil Engineering

Since 2017 Latitude 33 has worked with the City of Encinitas on an as-needed basis providing civil engineering services. A few relative projects latitude 33 has worked on are:

- Adam's run - A 1,400-foot horse trail connection providing field coordination, profile exhibits and survey.
- Requeza Street and Nardo Road - Street improvements to establish 440 linear feet of sidewalk for safe routes to school.
- Cardiff ADA Upgrades - ADA ramp and sidewalk improvements within the Cardiff area of the City of Encinitas.

✓ **Similar Features:** Site Grading, Street/Traffic Improvements





Stephane Beauvais, PE, LC

Principal / Electrical Engineer

Mr. Beauvais' role for the project will be to oversee the mechanical, electrical and plumbing engineering team members and provide full support to the design-build team. His expertise includes medium and low voltage power distribution, fire alarm, and other protective signaling systems, network systems, interior and exterior lighting, overhead powerlines modification/expansion, power distribution, photovoltaic systems, and architectural lighting design.

INDUSTRY EXPERIENCE

20+ years

EDUCATION

Lycee d'Education Generale Technique

Bachelor of Science, Electro-Mechanical Engineering

Lycee d' Education Professional

Electrician Apprenticeship/ Practicum

WSU Conference and Institutes

Telecommunications Infrastructure Planning

PROFESSIONAL DESIGNATIONS/TRAINING

Professional Electrical Engineer, CA #E19108 DBIA

REFERENCES

UCSD

Walter Kanzler
Senior Director, Design and Development Service
(858) 401-3285
wkanzler@ucsd.edu

Schmidt Design Group

Jeffrey T (JT) Barr
Principal
(619) 236-1462
jtbarr@schmidt-design.com

RELEVANT EXPERIENCE

CITY OF SAN DIEGO

Civita Park Comfort Stations, San Diego, CA

The project consisted of 3-comfort stations located at the Civita Park. The first station was located at the lower part of the park, the second was located at the center of the park and the third stations was located at the upper part of the park. Each station was built under separate phase to accommodate the park construction schedule. All stations included restrooms, showers, storage spaces for the park and recreation department and equipment room for the park water features.

\$1,500,000 | completion 2017

UNIVERSITY OF CALIFORNIA SAN DIEGO

North Torrey Pines Living and Learning Neighborhood, San Diego CA

The project consisted of 1.5Million square feet of residential and academic spaces which includes residential amenities, new locations for the Sixth College Provost, student affairs and writing program. There will be a 1,200 vehicle below grade parking, roadway improvements and utility and site improvement. The new campus includes 6 buildings (5 are high risers) will have capacity to house up to 2,000 undergraduates.

\$490,000,000 | completion 2020



*Completed while at previous firm

RELEVANT EXPERIENCE CONTINUED

COUNTY OF SAN DIEGO

Alpine Library, Alpine, CA

The project consisted of 12,900 square feet of new design-build library. The project is the first Net-Zero library for the county utilizing a roof mounted photovoltaic system producing 108,500kWh per year. The project is LEED Gold certified.

\$10,000,000 | completion 2017

CITY OF EL CAJON

Animal Shelter, El Cajon, CA

The project consisted of 14,000 square feet of new design-build animal shelter facility. The shelter has the capacity to house 218 animals. The building interior integrate Fear-Free design concepts to reduce stress and anxiety among the animals. The building is part of the City of El Cajon facility complex which includes the Fire Station 9, Public Works and maintenance and operation.

\$14,000,000 | completion 2017



Alpine Library



Alpine Library



City of El Cajon Animal Shelter

*Completed while at previous firm

Ryan Heather, PE

Project Manager / Mechanical Engineer



Ryan is directly responsible for the submittal of quality documents within the specified budget and schedule for mechanical and plumbing projects. Ryan's direct responsibilities include oversight of the mechanical and plumbing department, quality control, review of calculations, plans, specifications, narratives, and design of mechanical and plumbing systems.

INDUSTRY EXPERIENCE

15 years

EDUCATION

**California State University,
Maritime Academy**

Bachelor of Science,
Mechanical Engineering

PROFESSIONAL DESIGNATIONS/TRAINING

Professional Mechanical
Engineer, CA #M34801

REFERENCES

**University of California
San Diego**

Matt Smith
Principal Architect
(858) 246-1970
m4smith@ucsd.edu

Schmidt Design Group

Nate Magnusson
Senior Project Manager
(619) 236-1462
nmagnusson@
schmtdtdesign.com

RELEVANT EXPERIENCE

CITY OF SAN DIEGO

Civita Park Comfort Stations, San Diego, CA

The project consisted of 3-comfort stations located at the Civita Park. The first station was located at the lower part of the park, the second was located at the center of the park and the third stations was located at the upper part of the park. Each station was built under separate phase to accommodate the park construction schedule. All stations included restrooms, showers, storage spaces for the park and recreation department and equipment room for the park water features.

\$1,500,000 | completion 2017



Civita Park

UNIVERSITY OF CALIFORNIA SAN DIEGO

Athlete Facility SPANOS, San Diego, CA

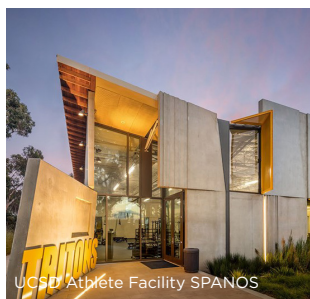
The project consisted of 6,700 square feet of new floor space as well as a renovation of the existing training facility, combining for 12,000 square feet. It features zones for strength and conditioning and athletic training/rehabilitation, as well as an outdoor conditioning plaza, office and a conference room.

The project is LEED Gold certified.

\$5,000,000 | completion 2016



UCSD Athlete Facility SPANOS



UCSD Athlete Facility SPANOS

CITY OF SAN DIEGO

Pacific Highlands Ranch Community Park, San Diego, CA

The project consisted of 5-acre turf field, a 17,000 square feet Recreation Center, two dog parks, a skate plaza, and a bike pump track.

\$22,000,000 | completion 2019



Pacific Highlands Ranch
Community Park





Jim Conley, SE, DBIA Structural Engineer

Jim is well-versed in all phases of design and currently manages large, detailed projects. Jim's expertise is in large complex structures and campuses, specializing in concrete building and parking structures. He has extensive technical knowledge of current building codes and seismic requirements. Jim is active in the structural engineering community and currently serves on the Business Forum and Sustainable Design Committees of the Structural Engineers Association of California.

INDUSTRY EXPERIENCE

20 years

EDUCATION

University of California San Diego

Master of Science,
Structural Engineering

PROFESSIONAL DESIGNATIONS/TRAINING

Structural Engineer, CA
#S5070

Designated Design-Build Professional, Design-Build Institute of America

REFERENCES

University of California San Diego

Mark Rowland
Senior Architect
(858) 822-0725
mrowland@ucsd.edu

The Harrison Company

Steve Harrison
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steveh@thcdm.com

DGA

William Horosewski
Senior Associate, Senior Project Manager
(619) 685-3990
whorosewski@dga-mv.com



Victor Valley Eastside Training Center



Victor Valley Eastside Training Center



Victor Valley Eastside Training Center



SDCCD Mesa College Police HQ

RELEVANT EXPERIENCE

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT Eastside Public Safety Training Center, Apple Valley, CA

AIA San Diego - Design and Vision Awards, Citation Award, COTE (Committee on the Environment) Category, 2012, LEED Gold Certified

Jim provided Structural engineering design and construction documents for a new training facility, a collaborative effort between the Victor Valley Community College District, the Town of Apple Valley and the Apple Valley Fire Protection District. The Public Safety Training Center consists of a 30,000 sf single-story structure featuring administrative offices, 15 classrooms, laboratories and a shooting range. An adjoining yet separate Apparatus Building serves as a fire truck garage. The site was developed to include multiple props, including a 5-story Fire Training Tower, Low Angle Rescue Prop, Collapsed Building Rescue Prop and Community Emergency Response Team single-story building.

\$26,000,000 | completion 2012

✓ **Similar Features:** Fire Station

SAN DIEGO COMMUNITY COLLEGE DISTRICT Mesa College Police Headquarters, San Diego, CA

Jim provided structural engineering services for the single-story police facility which incorporates a reception lobby, staff offices, conference areas, locker and exercise rooms, and other secure areas for campus police.

\$1,125,000 | completion August 2009

✓ **Similar Features:** Design-Build, Police Station, Onsite Surface Parking, IT Data Network, Kitchen, Watch Room, Ready Room, Alerting System



RELEVANT EXPERIENCE CONTINUED

COUNTY OF SAN DIEGO

Operations Center Parking Structure "A", San Diego, CA

Jim was the structural engineer for the design-build construction of a 577,000 sf parking structure as part of the County of San Diego Operations Center campus redevelopment. The 7-level parking structure accommodates up to 1,877 vehicles. The design utilizes long span post-tensioned cast-in-place concrete with Special Moment Resisting Frames providing lateral resistance.

\$16,000,000 | completion December 2010

✓ **Similar Features:** Design-Build, Ground-Up, Onsite Surface Parking

CITY OF CHULA VISTA

Chula Vista Civic Center, Chula Vista, CA

Jim provided structural engineering services for the Chula Vista Civic Center project, which included the reconstruction and expansion of the existing City Hall, the Public Services Building and the Police Department. The existing City Hall was demolished and replaced with a single-story steel-frame structure with an attached single-story City Council chambers. The single-story, wood-framed Public Services Building was remodeled and modified to serve new functions. The existing Council Chambers were demolished after being replaced with new chambers in the new City Hall Building. The existing Police Department Building was comprised of one basement level and one above grade level. The updated facility features offices and conference areas. A separate multi-level parking garage with one subterranean level and two levels above-grade is connected to the new Police Department facility.

\$40,000,000 | completion October 2008

✓ **Similar Features:** Design-Build, Police Station, Onsite Surface Parking, IT Data Network, Kitchen, Watch Room, Ready Room, Alerting System

US DEPARTMENT OF HOMELAND SECURITY

Boulevard Border Patrol Station, Boulevard, CA

Jim was the structural engineer for the design-build construction of a new 250-agent Border Patrol Station complex consisting of a 52,000 sf, 2-story main building featuring a detention area and armory, industrial support buildings totaling 36,000 sf and a 13,000 sf Fleet Maintenance Facility. The complex also includes 46,000 sf of covered vehicle parking area with 400 spaces and covered areas for equestrian, kennel and fuel islands.

\$33,000,000 | completion July 2013

✓ **Similar Features:** Design-Build, Ground-Up, Onsite Surface Parking





Aman Shah, PE

Fire Protection Engineer

Aman's experience in the fire protection industry includes building and fire code, accessibility, and sprinkler consulting services. Aman is proficient with the California, International, and Uniform Building and Fire Codes; Unified Facilities Criteria; Fair Housing Act Design Manual; Americans with Disabilities Act; and full set of NFPA Standards and Codes. His areas of focus include large mixed-use facilities; high-rise buildings; education campuses; historic structures; residential; and health care.

INDUSTRY EXPERIENCE

23 years

EDUCATION

University of Maryland
Bachelor of Science, Fire Protection Engineering

PROFESSIONAL DESIGNATIONS/TRAINING

Fire Protection Engineer, CA #FP1612
ICC Building Plans Examiner; 5009771-B3

REFERENCES

City of San Diego

Kelly Charles
Deputy Director, Chief Building Official
(619) 446-5413
kecharles@sandiego.gov

Delawie

Michael Asaro
Principal
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masaro@delawie.com

NAVFAC

Rich Suda

(619) 532-2221
Richard.suda@navy.mil



Camp Pendleton Area 41 Complex



Camp Pendleton Area 41 Complex



Rancho San Diego Sheriff Station



City of Encinitas City Hall

RELEVANT EXPERIENCE

NAVFAC

Camp Pendleton Area 41 Complex, Oceanside, CA
LEED Platinum Certified

Aman was the project engineer, quality control, and fire protection engineer for the new design-build FY10 41 Area Anglico, Recon, and Bachelors Enlisted Quarters (BEQ) complex project. Project included the design and construction of seventeen buildings at three different sites. Projects also included two fire stations, administrative and operational support buildings, and a community center.

\$136,000,000 | completion October 2014

✓ **Similar Features:** Design-Build, Fire Station

COUNTY OF SAN DIEGO

Rancho San Diego Sheriff Station, Rancho San Diego, CA

Aman was the project manager providing the code consulting services for the new 26,000 sf, LEED Silver Certified station that combines separate adult and juvenile processing areas, detention cells, administrative and support facilities.

\$12,000,000 | completion February 2014

✓ **Similar Features:** Design-Build, Police Station

CITY OF ENCINITAS

City of Encinitas City Hall, Encinitas, CA

Aman was the project manager for fire sprinkler consulting services for a single-story, 48,000 sf City Hall Building.

\$10,000 | completion July 2018

Similar Features: City Project



RELEVANT EXPERIENCE CONTINUED

CITY OF LAKE FOREST

Lake Forest Civic Center Administration Building, Lake Forest, CA

Aman provided fire protection engineering services for a civic center complex that consists of a 12.5 acres, 33,000 sf community center which includes an 11,000 sf senior center, 12,500 sf council chambers/performing arts venue, 50,000 sf of community policing / emergency communication center, administration offices and a parking deck.

\$73,000,000 | completion July 2019

✓ **Similar Features:** City Project

GENERAL SERVICES ADMINISTRATION

San Ysidro Port of Entry Phase 1, San Ysidro, CA

Aman was the fire protection engineer for the phase 1 expansion and renovation of the SLYPOE. This project included adding an additional 38 vehicle inspection booths and additional bidirectional pedestrian crossing and multimodal transit center. Aman worked as part of the contractor lead, design-build team to coordinate the design and installation of the fire protection systems serving the facility, including fire sprinkler and fire alarm/emergency communications. Aman was also responsible for the building and fire code consulting, conducting negotiations with city and county officials on complex building and fire code issues.

\$160,000,000 | completion November 2019

✓ **Similar Features:** Design-Build

COUNTY OF SAN DIEGO

Las Colinas Women's Detention Facility, Santee, CA

Aman was the senior fire protection engineer for the new design-build San Diego County Women's Detention Facility. This project included the design and construction of a 1,216 bed multi-custody women's detention campus on 45 acres, replacing the existing Las Colinas Women's Detention Facility. Scott worked as part of the contractor lead, design-build team to coordinate the design and installation of the fire protection systems serving the facility, including fire sprinkler, standpipe, emergency voice/ alarm communication systems as well as a smoke control system.

\$221,500,000 | completion 2016

✓ **Similar Features:** City Project, Design-Build, Ground-up





John F. O'Brien, PE, GE

Principal Geotechnical Engineer

John manages NOVA's Project Team, and is responsible for delivery of NOVA's services in accordance with the contractual requirements for scope, schedule and cost; and in conformance with NOVA's internal standards for project safety and quality.

INDUSTRY EXPERIENCE

40 years

EDUCATION

Emory University

MBA

University of California Berkeley

MS, Geotechnical Engineering

University of Santa Clara
BS, Civil Engineering

PROFESSIONAL DESIGNATIONS/TRAINING

State of California Professional Engineer
State of California Geotechnical Engineer

REFERENCES

McGriff, Seibels & Williams, Inc.

W. Cliff Yeckes, PG
Senor Vice President
(303) 704-8153
cyeckes@mcgriff.com

Sunroad Enterprises

Craig Bachmann
Director of Construction
(858) 362-8500
cbachmann@sunroadenterprises.com

NOVA Geotechnical & Inspection

Mark J. Owens, PE
President
(702) 296-5093
mowkie@cox.net

RELEVANT EXPERIENCE

VALLEY CENTER FIRE PROTECTION DISTRICT Valley Center Fire Station No. 3, Valley Center

New fire station on 4.75 acres consisting of a 10,000 SF fire station, a 5,000 SF maintenance building, and a 5,000 SF administration building. Other features will include parking, driveway access, and an on-site waste treatment system (OWTS).

- ✓ **Similar Features:** Fire Station, Ground-Up, Onsite Surface Parking, Underground Utilities



Valley Center Fire Station No. 3

CARLSBAD UNIFIED SCHOOL DISTRICT Hope Elementary School, Carlsbad

Modernizations and new construction, including new classroom buildings, a kitchen, lunch shelter, playground, and an amphitheater, as well as improvements to various buildings, classrooms, and toilet facilities.

\$19,500,000 | completion estimated August 2021

- ✓ **Similar Features:** Ground-Up, Onsite Surface Parking, Underground Utilities, Kitchen



Hope Elementary School

GROSSMONT UNION HIGH SCHOOL DISTRICT Bus Maintenance Facility, El Cajon

Demolition of the existing facility and construction of a new two-story bus facility with paving, security fencing and gates, site walls, a new parking lot, and ingress/egress from Washington Street.

\$24,500,000 | completion estimated February 2022

- ✓ **Similar Features:** Ground-Up, Onsite Surface Parking, Fueling Island, Utilities, Site Grading, Vehicle Maintenance



Del Mar Heights School



Pacific Highlands Ranch School



RELEVANT EXPERIENCE CONTINUED

DEL MAR UNIFIED SCHOOL DISTRICT

Del Mar Heights School Redevelopment, Del Mar

Tear-down of existing facilities and construction of a new 65,000 SF campus to support 500 students. The project includes classrooms, a kindergarten, multi-use room, administrative space, an amphitheater, and enlarged parking lots with safer drop-off zones.

\$44,000,000 | completion estimated August 2021

✓ **Similar Features:** Ground-Up, Onsite Surface Parking, Kitchen, Site Grading, Street/Traffic Improvements, Outdoor Spaces

DEL MAR UNIFIED SCHOOL DISTRICT

Pacific Highlands Ranch School, San Diego

Development of a 55,000 SF campus designed to accommodate 450 students. The facilities include classrooms, an administrative building, kitchen, multi-purpose building, play fields and a hardscape play area, parking, and access for parking, drop-off, and pick-up. In addition, a public park is being considered for future development on the site.

✓ **Similar Features:** Ground-Up, Onsite Surface Parking, Kitchen, Site Grading, Street/Traffic Improvements, Outdoor Spaces

MW PELTZ & ASSOCIATES

County of San Diego Stelzer County Park Ranger Station

Demolishing of an existing ranger station and construction of a new 1,000 SF ranger station building in the 310-acre park.

✓ **Similar Features:** Ground-Up, Onsite Surface Parking, Kitchen, Office Spaces





Melissa Stayner, PG, CEG Senior Engineering Geologist

Melissa’s responsibilities include planning and coordination of field investigations based on site-specific conditions. Coordination tasks include subsurface exploration, staffing, lab assignments, geotechnical analysis and design, and report preparation. Client communication and collaboration with external team members is a central tenet of Melissa’s management style, resulting in projects delivered on schedule and value engineered through coordination with the entire team.

INDUSTRY EXPERIENCE

15 years

EDUCATION

**University of California,
Santa Barbara**

Bachelor of Science,
Geology

PROFESSIONAL DESIGNATIONS/TRAINING

State of California
Professional Geologist
State of California Certified
Engineering Geologist

REFERENCES

Carlsbad Unified School District

Derrick Anderson
Construction Manager
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derrick.anderson@
carlsbadusd.net

Cornerstone Communities

Jack Robson
VP of Land Planning &
Development
(858) 458-9700 x 120
jrobson@cornerstone
communities.com

Shopoff Realty Investments

Matthew Brady
Land Development Manager
(714) 724-2202
mbrady@shopoff.com



Hope Elementary School

RELEVANT EXPERIENCE

CARLSBAD UNIFIED SCHOOL DISTRICT

Hope Elementary School, Carlsbad

Modernizations and new construction, including new classroom buildings, a kitchen, lunch shelter, playground, and an amphitheater, as well as improvements to various buildings, classrooms, and toilet facilities.

\$19,500,000 | completion estimated August 2021

- ✓ **Similar Features:** Ground-Up, Onsite Surface Parking, Underground Utilities, Kitchen



Del Mar Heights School

DEL MAR UNIFIED SCHOOL DISTRICT

Del Mar Heights School Redevelopment, Del Mar

Tear-down of existing facilities and construction of a new 65,000 SF campus to support 500 students. The project includes classrooms, a kindergarten, multi-use room, administrative space, an amphitheater, and enlarged parking lots with safer drop-off zones.

- ✓ **Similar Features:** Ground-Up, Onsite Surface Parking, Kitchen, Site Grading, Street/Traffic Improvements, Outdoor Spaces



Grossmont Union HSD Bus Facility

GROSSMONT UNION HIGH SCHOOL DISTRICT

Bus Maintenance Facility, El Cajon

Demolition of the existing facility and construction of a new two-story bus facility with paving, security fencing and gates, site walls, a new parking lot, and ingress/egress from Washington Street.

\$24,500,000 | completion estimated February 2022

- ✓ **Similar Features:** Ground-Up, Onsite Surface Parking, Fueling Island, Utilities, Site Grading, Vehicle Maintenance



RELEVANT EXPERIENCE CONTINUED

BETHEL-WEBCOR JV

Naval Base San Diego Mariner Skills Training Center, San Diego

Renovation of a portion of existing Building 3304 and adjacent infrastructure to accommodate a new Mariner Skills Training Center. The space in Building 3304 will be renovated to accommodate new, applied, and operational training spaces for Surface Warfare Offices School (SWOS). The renovation will add second floor mezzanines.

- ✓ **Similar Features:** Design-Build, Fire Station, Ground-Up, Onsite Surface Parking, IT Data Network, Dorm Rooms, Kitchen, Watch Room, Ready Room, Alerting System, Site Grading, Street/Traffic Improvements, MEP, San Diego Project





Jeffrey T. (JT) Barr, PLA Principal Landscape Architect

JT Barr's professional expertise includes the design and implementation of dynamic spaces including civic spaces, commercial, mixed-use developments, parks, streetscapes, and plazas. His expertise encompasses the design and implementation of spaces that provide sustainable, context-responsive environments.

INDUSTRY EXPERIENCE

18 years

EDUCATION

University

Bachelor of Science,
Landscape Architecture

PROFESSIONAL DESIGNATIONS/TRAINING

PLA
ASLA
CLARB

REFERENCES

City of San Diego

Kevin Oliver
Project Officer II
619-533-5139
Koliver@sandiego.gov

University of California, SD

Todd Pitman
Project Manager
858-822-3791
tdpitman@ucsd.edu

City of San Diego

Mark Calleran
Associate Engineer
619-533-5197
mcalleran@sandiego.gov



County ARCC Facility

RELEVANT EXPERIENCE

COUNTY OF SAN DIEGO

County Accessor/Recorder/County Clerk Facility

A new state-of-the-art ARCC Branch Building. The site features a native and drought-tolerant plant palette, a linear detention basin, and an outdoor wedding garden.

\$18,800,000 | completion January 2019

- ✓ **Similar Features:** Design-Build, Ground-Up, Onsite Surface Parking, Underground Utilities, Site Grading



PHR Community Center

CITY OF SAN DIEGO

PHR Community Center, San Diego

A 17,000-square-foot recreation center located on the southwestern edge of the PHR Community Park offers a central gymnasium, separate multi-purpose building, and large flexible outdoor courtyard.

\$21,600,000 | completion April 2019

- ✓ **Similar Features:** Design-Build, Ground-Up, Onsite Surface Parking, IT Data Network, Site Grading, Street/Traffic Improvements, San Diego Project



Spanos Recreation Center

ARCHITECTS HGW/UNIVERSITY OF CALIFORNIA

Spanos Recreation Center at UCSD, San Diego

A state-of-the-art athletic training facility for student athletes. The modern facility which integrates 300-linear-feet of bioswale.

\$14,000,000 | completion January 2016

- ✓ **Similar Features:** Ground-Up, Onsite Surface Parking, Site Grading, Street/Traffic Improvements, San Diego Project





Tomo Takahashi, PE

Transportation

Tomo has over fourteen years of experience in the transportation industry, primarily in traffic engineering design. His technical expertise includes design for traffic signals, lighting, ITS, signing and striping, and traffic control. He has been involved in a variety of traffic design projects for multi-use facilities. He has been involved a variety of design-bid build and design build projects. He has served as project manager and design lead for a multitude of traffic related projects.

INDUSTRY EXPERIENCE

15 years

EDUCATION

Arizona State University

Bachelor of Science,
Civil Engineering

PROFESSIONAL DESIGNATIONS/TRAINING

Professional Engineer (Civil)
CA #81522

REFERENCES

Caltrans

Thanh Nguyen
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Caltrans

Camille Aboufadel
Camille.aboufadel@dot.ca.gov

ColRich

Jason Shepard
jshepard@colrich.com



Chula Vista Fire Station

RELEVANT EXPERIENCE

CITY OF CHULA VISTA FIRE DEPARTMENT

Chula Vista Fire Stations, Chula Vista CA

New fire station facilities with new traffic signals to interconnect with existing adjacent traffic signal infrastructure. Proposed signing and marking to conform to new fire station signal design near private driveways.

- ✓ **Similar Features:** Design-Build, Fire Stations, Ground-up, Onsite surface parking, Site grading, New traffic signals, Signal interconnect, Signing and marking. \$16M, in construction.

\$15,082,000 | completion June 2018



Bayshore Bikeway Barrio Logan

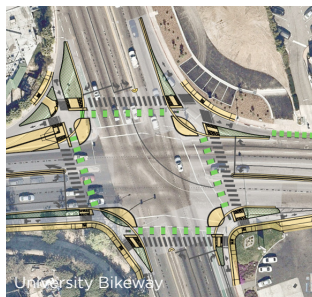
SANDAG

Bayshore Bikeway - Barrio Logan Segment, San Diego, CA

A proposed Class I bikeway along Harbor Drive that includes six traffic signal modifications and approximately 2.5 miles of street lighting improvements, which significantly enhances the safety of this multi-use corridor. This project successfully developed and processed a "Request for Experimentation" through the CTCDC and FHWA to test the novel application of flashing indicators to enhance bicyclist safety at signalized intersections.

- ✓ **Similar Features:** Signal modifications, Signal re-phasing, bike lanes.

\$11M | Ongoing



University Bikeway

SANDAG

University Bikeway, San Diego, CA

This project will implement Class IV bike lanes and enhanced bus islands along 2.9 miles of University Ave. The project includes ten traffic signal modifications, which includes implementing new



Eastern Pincrest



RELEVANT EXPERIENCE CONTINUED

bike signal heads, protected bicycle movements, and updating signals to meet current ADA standards. There are also mid-block crossings at critical junctions, one crossing will utilize a HAWK beacon while the other will incorporate an RRFB. Chen Ryan is also leading the design for the project's striping and street lighting design aspects.

✓ **Similar Features:** Signal modifications, signal re-phasing, bike lanes, pavement marking.

\$17M | *Ongoing*

SANDAG

Park Boulevard, San Diego, CA

This urban bikeway along Park Blvd will create a safe and practical bike facility that encourages more people of all ages and abilities to take up active transportation. Chen Ryan is responsible for a signal modification for a complex 5-legged intersection, temporary traffic control, and signing and marking, grading improvements and demolition. The striping along Park Boulevard includes bike boxes, two-stage turn queue boxes, and customized striping to enhance the bicyclists experience.

✓ **Similar Features:** Signal modifications, bike lanes, pavement marking, traffic control.

\$1.5M | *Ongoing*

COLRICH

Otay Mesa Epoca Development, San Diego, CA

New development in the City of San Diego Otay Mesa Community Planning Area (CPA) proposes to construct a mixed used facility along Cactus Road. The project is to be constructed in two major phases, requiring several coordination items to satisfy interim and ultimate conditions while limiting throw-away costs.

Similar Features: Ground-up, Site grading, New traffic signals, Signal modifications, Signing and marking, Traffic control.

\$ In Development | *Ongoing*

SANDAG

Eastern Hillcrest, San Diego, CA

This urban bikeway project will construct more than 1.1 miles of the regional bike network. The proposed improvements on University Avenue (a 4-lane major arterial) include Class IV protected bikeways, no turn on red signs and bus islands. Chen Ryan is responsible for five signal modifications, temporary traffic control, and lighting for the entire segment. A Class I shared-use bike path and a half street road closure is proposed on Normal Street for a new promenade, which will significantly enhance the walking and biking environment with decorative lighting and landscaping.

✓ **Similar Features:** Signal modifications, signal re-phasing, bike lanes, traffic control.

\$7M | *Ongoing*

CVAG

Arts and Music Line, La Quinta, Indio and Coachella, CA

This Coachella Valley Association of Governments (CVAG) project proposes 10 miles of protected bicycle lanes along Avenue 48 with a visually appealing arts and music theme. The project connects to the Coachella Valley Link, a 50 mile long alternative transportation corridor for bicyclists, pedestrians, and low-speed electric vehicles. Chen Ryan is responsible for the signing and marking for the entire corridor, twenty one (21) traffic signal modifications, which includes implementing new bicycle signal heads and indications, providing protected bicycle movements. The project will ultimately provide safer and more enjoyable travel for residents and tourists while providing connection to several destination points along the corridor.

✓ **Similar Features:** Signal modifications, Signing and marking.

\$27M | *Ongoing*



Lance Unverzagt, MCRP, AICP CEP

Senior Environmental Planner/ Senior Project Manager

Lance seeks to successfully prepare accurate and thorough environmental documents within the limits of a project's budget and schedule. His environmental experience includes a full range of projects including residential, commercial, industrial, mixed-use, infrastructure and transportation. He is experienced in guiding clients and their projects through the environmental planning and permitting processes and coordinating their proposed plans with public jurisdictions and other parties.

INDUSTRY EXPERIENCE

18 years

EDUCATION

University of Nebraska

Master of Community & Regional Planning

Bachelor of Science, Business Administration

PROFESSIONAL DESIGNATIONS/TRAINING

American Institute of Certified Planners (AICP) No. 022418

Certified Environmental Planner

Approved EIR Preparer for Privately Initiated Projects, County of San Diego

American Planning Assoc. Building Industry Assoc.

REFERENCES

City of San Diego

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Senior Environmental Planner

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EShearer@sandiego.gov

Sharp

Mathew Teichner

Project Manager

(858) 499-4702

matthew.teichner@sharp.com

RELEVANT EXPERIENCE

CITY OF EL CENTRO

Waterman Avenue Fire Station MND, El Centro

Project Manager - Responsible for managing preparation of the IS/MND for the General Plan Amendment and Change of Zone to allow for the development of a fire station and a public park. Prepared the IS/MND and coordinated with City staff and technical specialists.

04/2010 - 12/2010



Waterman Ave. Fire Station

SHARP CHULA VISTA MEDICAL CENTER

Sharp Ocean View Tower EIR, Chula Vista

Senior Project Manager responsible for managing the preparation of an EIR and technical reports for the Ocean View Tower construction project on the Sharp Chula Vista campus. The Ocean View Tower is a seven-story, 197,696-square-foot building which interfaces directly with the existing east tower. The new tower includes 138 beds, 6 operating rooms with pre- and post-operational support, sterile processing, dietary services, material management, dock, morgue, and pharmacy; as well as a rooftop Ocean View Café.

01/2016 - 10/2016



Sharp Ocean View Tower



Sharp Ocean View Tower

CALIFORNIA STATE UNIVERSITY FULLERTON

CSUF Master Plan Update EIR, Fullerton

Senior Environmental Analyst. Assisted with preparation of the EIR for the campus master plan which had not been updated since 2003. The updated campus master plan proposed to increase the total number of beds by 3,900 and increase the academic square footage by 1.6 million square



Balboa Park Plaza de Panama



RELEVANT EXPERIENCE CONTINUED

feet. The Campus Master Plan also proposed a new event center, innovation hub, and transit hubs, as well as additional parking structures.

11/2019 - 01/2020

PLAZA DE PANAMA COMMITTEE

Balboa Park Plaza de Panama Project EIR, San Diego

Project Manager. Lance served as the environmental project manager for both the EIR and technical reports. Worked closely with the planning, design, and community outreach teams and prepared the Environmental Impact Report (EIR) for the privately initiated project which had the intent of restoring exclusive pedestrian use to portions of Balboa Park's Central Mesa. The design team was comprised of over 14 different firms and Lance successfully coordinated with each of them in order to obtain the deliverables needed for a successful project. This project had the personal backing of the Mayor, so Lance worked around the clock to meet deadlines and together with city staff, held or attended over 200 community outreach meetings. The mayor of San Diego was quoted as saying that the EIR was the most comprehensive ever prepared for a public project in San Diego.

07/2010 - 01/2012

GROSSMONT HEALTHCARE DISTRICT

Proposition G Improvement Project MND, La Mesa

Project Manager. Responsible for managing the preparation of an MND for the Proposition G hospital improvement projects for Sharp Grossmont Hospital operated by Grossmont Hospital District. The Proposition G funds were used for three main improvements: (1) renovation of the existing east tower nursing unit which was constructed in 1974; (2) construction of a new 64,000-square-foot Diagnostic & Treatment Center facility attached to the east tower; and (3) construction of a new central energy plant to house required heating, cooling, and generation equipment.

02/2010 - 12/2011

PORT OF SAN DIEGO

Huntington Ingalls Shipbuilding (HII) As-Needed Pile and Wharf Replacement MND, San Diego

Senior Project Manager/Lead Author. Lance worked with the Port of San Diego to prepare the MND and technical reports, which included a marine resources technical report and a hazardous materials survey. The proposed project was necessitated by a need for repair, maintenance, and replacement of the existing in-water facilities on the project site that are used in the repair of military and other vessels.

07/2018 - 04/2019

CITY OF SAN DIEGO

Otay Mesa Community Plan Update EIR, San Diego

Senior Environmental Analyst. Prepared the Program EIR for the Otay Mesa Community Plan Update (CPU). The CPU is based on the City of San Diego City of Villages strategy for the Otay Mesa community which is envisioned as a diverse international community due to its proximity to the United States/Mexico border and the presence of the region's commercial port of entry. The PEIR analyzed a land use plan representing a range of land use types with a range of density and intensity of uses.

08/2007 - 12/2013

ALEXANDRIA REAL ESTATE EQUITIES

Illumina Campus Expansion Project MND, San Diego

Project Manager. Responsible for overseeing the preparation of technical reports and the IS/MND.

02/2017 - 11/2017



**CITY OF
SAN DIEGO**
TORREY PINES
FIRE STATION

4. TECHNICAL APPROACH AND DESIGN CONCEPT





Exhibit 1: West elevation at N. Torrey Pines Road, nestled into the landscape and community

4. TECHNICAL APPROACH AND DESIGN CONCEPTS

4.1.1 Proposed Design- (0-3 pts) Describe the proposed design outlined with the RFP program. The City wants to encourage design and construction creativity within the limits of the project budget, schedule and concept.

PROJECT APPROACH

The Torrey Pines Fire Station will provide greatly improved emergency response to the surrounding community. In addition to meeting your stated project requirements, the site layout, building design, and materials selections was organized around the following three goals:

- 1. Simple Building Form**
- 2. Firefighter Health & Response Time**
- 3. Authentic Community Connection & Fit**

The following section introduces the building design and systems approach, while more

detailed narratives may be found in Technical Approach Sections 4.1.2 - 4.1.6.

The proposed two-story 12,300 gross square foot station accommodates three drive-through apparatus bays and nine personnel including a Battalion Chief. Per Addendum 1, the project does not include a training room. The site, accessed from North Torrey Pines Road, includes (3) visitor and (18) firefighter parking stalls along with the required on and off-site utility improvements and new emergency signalization mid-block in the public right of way.

4. TECHNICAL APPROACH AND DESIGN CONCEPTS

Program layouts were tested very early to identify options and analyze best approach from a safety and response time perspective, critical for any fire station design (see Exhibit 3 ‘Early Site Test Fits’ on next page). From the outset, the goal was to determine if it was possible to accommodate a drive-through apparatus bay (including one 60’ apparatus) and fit all of the program requirements on the given site. The exhibit on the following page illustrates the various options we explored. The green check marks indicate how the option is meeting the three design goals. The red “X” is why we ultimately did not move forward with the option. The two-story, big overhang south scheme provided the safest option for both the fire department and the community with

the best response time configuration. This scheme also achieved separation of public/ fire department vehicular traffic, safe on-site pedestrian circulation, and the ability to provide a design that would connect to the community as an essential civic facility while being a good neighbor to the adjacent uses

With over 20 feet of grade change from east to west, the site was carved out to form a flat area for the building and vehicular circulation. Due to the small site size and the amount of on-site vehicular circulation required, the building footprint was limited. While a 3-story scheme could easily accommodate the required building program, the longer response time from the third floor, the 35 foot zoning height limit and added cost for building above the long span at the apparatus bay precluded serious consideration.

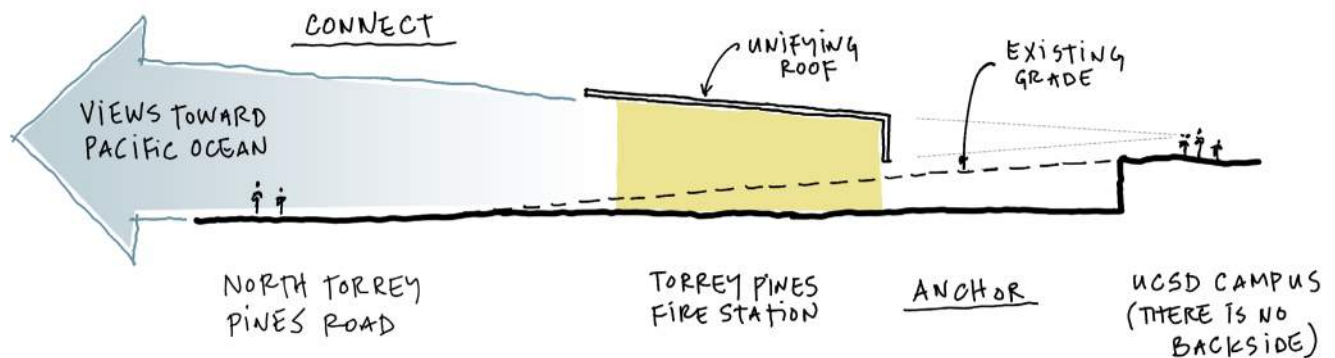
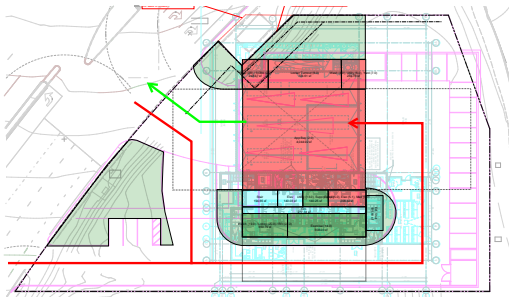


Exhibit 2: Concept sketch - building anchored in landscape and opening to the community

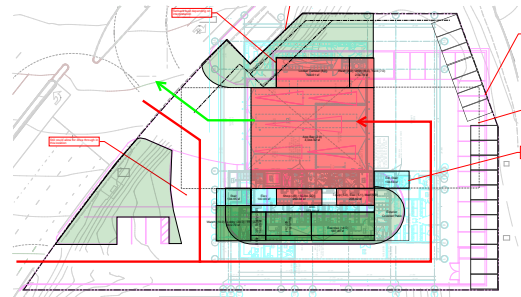
2-STORY, BIG OVERHANG SOUTH

- ✓ Pull-thru bays
- ✓ Compact, efficient building form
- ✓ Public front yard



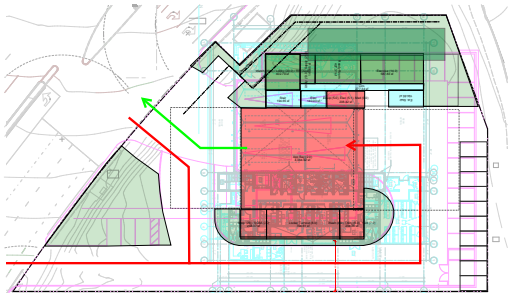
3-STORY

- ✓ Pull-thru bays
- ✓ Public front yard
- ✗ 3-story building breaks zoning height limit



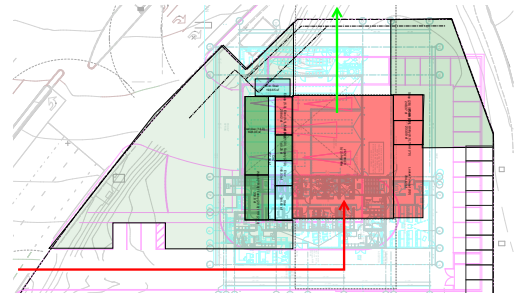
LIVING QUARTERS AT NORTH

- ✓ Pull-thru bays
- ✓ Living area facing native landscaping
- ✗ Inefficient program layout compromises response times
- ✗ Unsafe separation between egress apron and public parking



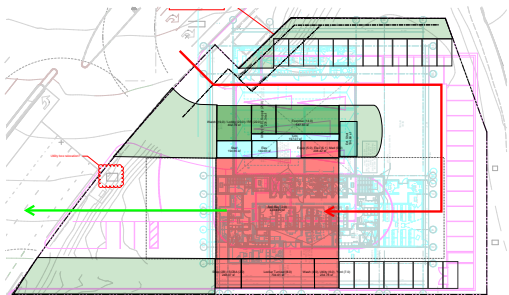
PROPERTY LINE BUST

- ✓ Pull-thru bays
- ✗ (2) emergency signaled intersections required
- ✗ Requires use of site outside of property line
- ✗ Grading differential too steep for apparatus circulation



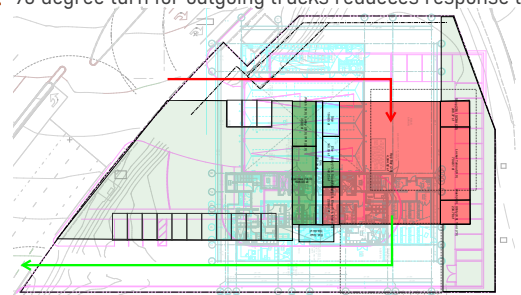
MULTIPLE MEDIAN CUTS

- ✓ Pull-thru bays
- ✗ 3-story building
- ✗ (2) median curb cuts required



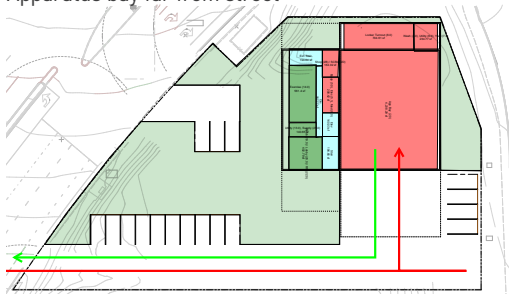
INEFFICIENT OUTGOING RESPONSE

- ✓ Pull-thru bays
- ✓ Building as retaining wall
- ✗ (2) median curb cuts required
- ✗ 90 degree turn for outgoing trucks reduces response time



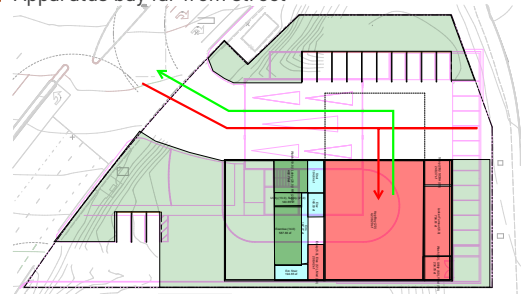
BACK-IN BAYS NORTH

- ✓ Building as partial retaining wall and big front yard
- ✗ Back-in bays
- ✗ 90 degree turn for outgoing trucks
- ✗ Apparatus bay far from street



BACK-IN BAYS SOUTH

- ✓ Building as partial retaining wall and big front yard
- ✗ Back-in bays
- ✗ 90 degree turn for outgoing trucks
- ✗ Apparatus bay far from street



LEGEND

- ✓ MEETS PROJECT GOALS
- ✗ FATAL FLAW

4. TECHNICAL APPROACH AND DESIGN CONCEPTS

SIMPLE BUILDING FORM

Once the best scheme to move forward with was determined, focus shifted to the specifics. Exhibit 4 below illustrates the steps that were taken to create a scheme that addresses our **three overarching goals to meet your requirements**. First the site needed to be carved out to address grade change issues. The vehicular flow throughout the site was carefully tested and refined. The building massing took shape through simplification and unification of the program elements into a cohesive whole that connects to the community. Finally, sustainability goals were integrated using the real estate provided by the roof form through the addition of rooftop solar panels.

The team was able to resolve the required program within a 2-story scheme by limiting the building area at the ground plane and spanning over the vehicular drive aisle at the south side of the property, creating a larger second floor space for the firefighter living area.

The primary structural system consists of CMU walls exposed at the base of building in response to the utilitarian functions at the ground plane with open web steel joists at the long span of the apparatus bay. The defining shou sugi ban screen wraps the upper portion of the building on three sides to integrate the mass of the apparatus bay with the second story living areas (Refer to Exhibit 1). A large western-facing shed roof wraps down at the low end to become the siding facing the UC San Diego campus while extending out past the building to the west—unifying the program elements (Refer to Exhibit 10). The straightforward form results in efficient cost-effective construction systems allowing fixed resources to be allocated to materials and equipment that improve the building aesthetic, community presence and human experience for the building occupants.

The shou sugi ban history of use, project fit and material properties qualities are discussed further in Section 4.1.3.

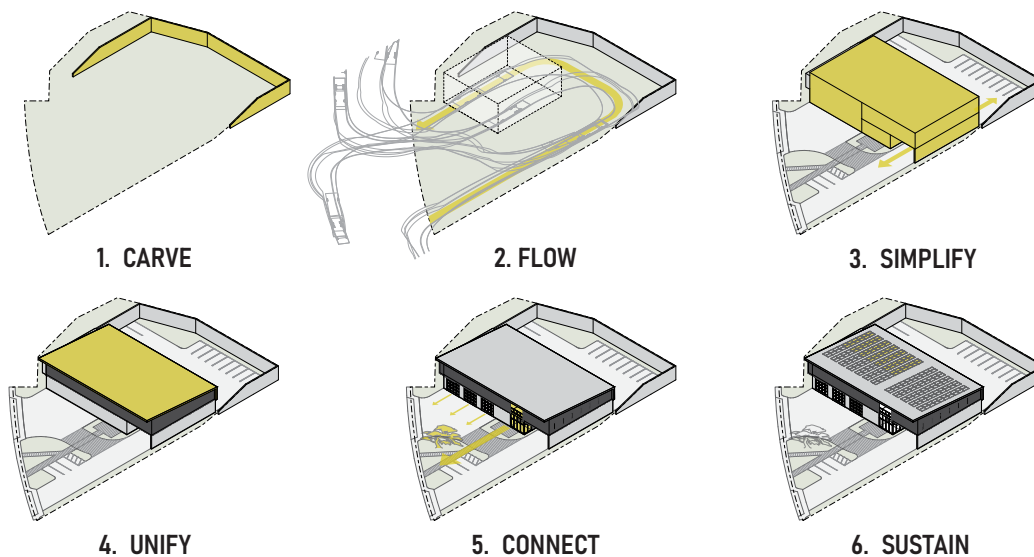


Exhibit 4: Massing Diagram

4. TECHNICAL APPROACH AND DESIGN CONCEPTS

HEALTH & RESPONSE TIME

Given the demanding nature of a firefighter's work and the 24/7 operation of the facility, **firefighter health and well-being are at the core of the design.** The proposed two-story scheme provides efficient and straightforward circulation for optimal response times from the living areas to the apparatus bay. The program layout supports best practices for firefighter health and a culture of 'Clean Air, Clean Body, Clean Gear', as promoted by the San Diego Fireman's Relief Association's Cancer Awareness and Prevention Program (CAPP). The program is separated into three zones—red, yellow and green—in order to reduce

exposure and prevent cross-contamination of possible carcinogens and other harmful agents that get carried back to the station house on PPE, equipment and apparatus (refer to floor plans in the Preliminary Schematic Design drawings included as an exhibit at the end this section).

Special care is given to firefighter comfort and well-being through healthy material choices, ample access to daylighting and views, access to natural ventilation, and opportunities for indoor/outdoor spaces at the kitchen and exercise room.



Exhibit 5: Health and safety zoning diagram

4. TECHNICAL APPROACH AND DESIGN CONCEPTS

AUTHENTIC COMMUNITY CONNECTION & FIT

The Torrey Pines area, a neighborhood of La Jolla that includes the Torrey Pines State Reserve and home to the nation’s rarest pine tree, has a unique and iconic character both built and natural. The fire station is located on the border between the UC San Diego campus and the surrounding residential and life sciences communities that it will serve. **The design aims to achieve a community fit that speaks to all that it serves, recognizing that there is no backside to this building.**

The station house will be nestled in between two native plantings of torrey pine and coastal scrub that currently exist adjacent to the property along N. Torrey Pines Road (Refer to Exhibit 1). The design matches the scale of its surroundings and pays homage to, without competing with, the architectural icons in the area with clean lines, a restrained material palette and a well-defined

and welcoming public entry that indicates to the community the value of the services provided. Emphasis is given to the safety of pedestrians and cyclists along N. Torrey Pines Road with early warning systems and safe and separate circulation from fire apparatus.

Although no physical connection is provided to the campus, the building’s scale, character and landscaping suggests a seamless extension of the UC San Diego campus. The rear yard sits 14’ below North Point Lane, concealing the parking and other station needs from view. The east facade faces the heart of the campus’ athletic and training facilities with signage integrated into the building to encourage Triton athletes (Refer to Exhibit 10). The landscape, consistent with the UC San Diego Open Space Master Planning Study, transitions from the torrey pine and coastal scrub to the eucalyptus grove beyond.



TORREY PINES NATURE RESERVE



PINUS TORREYANA TREE



EUCALYPTUS GROVE (UC SAN DIEGO)



BIOTECH / LIFE SCIENCES COMMUNITY



SCRIPPS INSTITUTION OF OCEANOGRAPHY



UC SAN DIEGO

Exhibit 6: Natural and architectural context

4. TECHNICAL APPROACH AND DESIGN CONCEPTS

4.1.2 Durability and Ease of Maintenance (3 pts)
Minimum requirements for functional life expectancy and durability are described in the RFP program.

DURABILITY AND MAINTENANCE

The proposed design, while simple in form, provides a visible example of community safety through a well-maintained civic facility that includes the exterior building and grounds along with a safe and healthy interior. Special attention to ease of maintenance and durability is especially important for an Essential Services Facility that is designed to maximize building operations and response.

Since the operational and maintenance costs for fire stations are significant, building a project to last has a big impact. **We are proposing a functional life expectancy for the facility of 50 years, which refers to its design and economic life.** This means the building is expected to remain functional and serve its intended purpose for at least 50 years given proper maintenance protocols. Durability of materials is a major design consideration. Estimated service life of the major structural, architectural, MEP, and hardscape systems for the submitted design is provided as follows.

Major structure:

- CMU – load-bearing and non-load bearing: 50 years
- Structural steel Columns and open web steel joists: 50 years
- Steel Stud wall systems – non-load bearing: 50 years

Fenestration:

- Aluminum windows, storefront, curtainwall: 50 years

- Glass/glazing: 30 years
- Glazing gaskets: 20 years
- Door/Frames/Hardware: 25 years

Cladding:

- Wood: 25 years
- Cladding support and exterior insulation: 50 years

Roof System:

- Metal: 50 years
- Membrane: 30 years

MEP:

- VRF, radiant heaters and plumbing fixtures: 25 years
- VRF system has been selected as our recommended system type. This system provides superior energy efficiency over packaged units and split systems while providing zone flexibility like a chilled water system making a VRF system the life cycle cost effective approach for the building. As the project is located directly adjacent to the coastline, a VRF system will limit the exposure of equipment to salt laden air which will increase the longevity of the overall system. Furthermore, individual fan coils will be provided for most rooms allowing extreme flexibility for operations and cost savings both minimizing runtime and maximizing time between MERV 13 filter change outs by shutting air flow down when the room is not occupied.

4. TECHNICAL APPROACH AND DESIGN CONCEPTS

- Individual restroom exhaust fans will be provided to allow for additional operational flexibility and energy savings. Restrooms with showers will be provided with humidity sensors to allow for moisture removal when showers are in operation.
- Natural lighting will be provided to extent possible. Standard long-lasting energy-efficient LED lighting appropriate for each area and use with motion/occupancy sensors with manual overrides will be provided. The number of different types of fixtures will be kept to a minimum for ease of re-lamping.

Hardscape:

- The proposed site improvements and materials are directly informed by the need for maintainable solutions that stand the test of time. The site hardscape treatments include simple, elegant concrete pedestrian and vehicular surfaces. Site furnishings, railing, and fencing are composed of materials built to withstand the rigors of a public space and exposure to coastal salt air.
- The landscape palette is reflective of the surrounding Torrey Pines landscape; embracing a native and naturalized aesthetic. The projects irrigation system will utilize smart, weather-based technology paired high efficiency equipment significantly reducing exterior water use, plant attrition, and long-term maintenance obligations.
- Arborist on the team for evaluation of protection plan for the Torrey Pines to remain on the site.



- There is a small portion to the east of the site retaining wall on the UCSD campus that will be disturbed by the installation of the retaining wall. The landscape there will be replaced and slightly improved. In addition, any UCSD disturbed or damaged irrigation in that area will be replaced.

Our team is capable of developing a Service Life Plan through the course of design completion and construction in accordance with the requirements found in AMSI/ASHRAE/USGBC/IES Standard 189.1 2011, Section 10.3.2.3 and referencing publication ISO 15686-1 “Building & Construction Assets Service Life Planning: General Principles.” The Service Life Plan can be used to estimate to what extent structural, building envelope and hardscape materials (not mechanical or electrical) will need to be repaired or replaced during the 50 year service life of the building to help make any further decisions about materials.

4. TECHNICAL APPROACH AND DESIGN CONCEPTS

4.1.3. Aesthetics and Functionality (0-3 points)

Describe the building design, architecture, aesthetics and functionality in accordance with the RFP program.

EXTERIOR AESTHETICS + MATERIALS

The building is identified by a restrained and low-maintenance material palette that harmonizes with the surrounding context. As required by the Design Standardization Documents, CMU walls are used for the apparatus bay structure. The team elected to continue the use of CMU as the primary structural material to form a simple box for the building mass. CMU is an extremely durable surface and given the utilitarian nature of the front and rear yards, this is an appropriate material to ground the building.

At the south elevation, the CMU wall adjacent to the property line will include a custom screened pattern and texture to provide visual interest to the neighboring tennis courts while allowing light into the vehicular drive beyond.

Above the ground plane, a wood screen is applied to the CMU box to break down the building scale and tie the building into its context. The wood screen and siding is finished with shou sugi ban, a process of charring the outer layer of

the wood, creating a rich texture while enhancing the material properties to be rot and termite resistant, UV stable and virtually maintenance-free. The shou sugi ban finish captures the rich texture and silvery hue of the Torrey pine bark, a subtle nod to the building's namesake. It also serves as an educational opportunity to inform the public on the beneficial relationship between wood and fire.

A sweeping standing seam metal roof unites the program elements and folds down to form the second-floor east elevation. The sloped roof, a requirement of the Design Standardization Documents, offers a visual display of the PV array, demonstrating the project's commitment to sustainability and carbon reduction when the building is viewed from the east. Metal siding, a durable and easy to clean material, is appropriate at the rear yard adjacent to the vehicle wash area.

Exterior signage on both the west and east elevations will be integrated with the building facades.



SHOU SUGI BAN WOOD



PINUS TORREYANA BARK



BUILDING FACADE

4. TECHNICAL APPROACH AND DESIGN CONCEPTS

INTERIOR AESTHETICS + MATERIALS

The building interior is straightforward and meets the requirements of the RFP with enhanced finishes offered at several key locations. The design emphasizes opportunities for indoor/outdoor space, allowing occupants to connect with the unique surrounding landscape and improving occupant health through biophilic design. See Exhibit 6.0 at end of Technical Approach section for Interior Finish Schedule.

Lobby

Emphasizing a clear and well-defined public entry easily accessible from N. Torrey Pines Road, the lobby is light filled and highly transparent. Located adjacent to a public plaza, where firefighters may hold demonstrations and events, visitors are greeted with expansive glazing, warm wood accents and a sculptural feature hanging from the ceiling that connects the public with the firefighting mission. This feature includes integrated lighting and can be

viewed through the glazed facade from the street and enjoyed by passersby both during the day and at night.

Kitchen + Dining

The kitchen, dining and associated outdoor patio include upgraded materials in acknowledgment of the quality time that is spent in these spaces. A warm wood accent material defines this space along with a large operable wall that opens the dining area to the second-floor patio with expansive views towards the Pacific Ocean. A portion of the patio is screened for privacy and shading. The indoor/outdoor flexibility of this space creates a larger useable area and giving occupants the option to take full advantage of the temperate coastal climate. The ready room is directly adjacent for easy access.

Additional indoor/outdoor opportunities exist at the exercise room, which is connected to an adjacent exterior exercise patio in the private rear yard.



Exhibit 7: Lobby Interior

4. TECHNICAL APPROACH AND DESIGN CONCEPTS

FUNCTIONALITY

Safety & Security

- Paramount, especially during response and training activities where rapid movements are required and when the facility is empty.
- One-way drive-through apparatus bays have been provided as a safety feature to avoid back-up maneuvering.
- Outgoing apparatus traffic is separated from other on-site vehicular and pedestrian traffic for maximum safety and to reduce potential conflicts between exiting apparatus and thereby compromising response time.
- Traffic control will be provided where the apparatus moves out onto the adjacent roadway for pedestrian, cyclist and vehicular safety. Advance warning flashing beacons are also provided further down the street to alert vehicles prior to reaching the traffic signal.
- Building mass and retaining wall create a secure and protected rear yard for the station and fire fighter parking.
- Exterior lighting is provided for safety and security at the perimeter, parking areas, walkways and entrances.

Health & Wellbeing

- The fire station spaces have been organized into three zones (red, yellow, green), as described in the floor plans, to reduce exposures and prevent cross-contamination of possible carcinogens and other harmful agents that get carried back to the station house on PPE, equipment and apparatus.
- Biophilic design principles connect the

building with it's environment through indoor/outdoor spaces, ample daylighting and natural ventilation in working areas.

- The kitchen and outdoor patio are located in the most desirable location in the building with an abundance of natural light and views. A portion of the patio is screened for privacy and shading.
- Insulated glazed windows in the sleeping spaces shall include laminated glass to provide sound control.
- Interior glazed storefront at the exercise room to provide view from outside the room in case a person exercising is down due to injury or health reason.
- Hard surface and easy to clean flooring, such as polished concrete, to be provided throughout.

Response time

- Layout of the living spaces has been organized for swift and direct flow to the apparatus bay through a centrally located stair that can be accessed from two corridors. Program layout provides as direct and expedient a route from all areas of the building to the apparatus bay with as few turns and blind spots as possible.
- Fire pole location provides expedient access to the apparatus bay within a safe enclosure to protect against accidental falls. Protective landing pad at bottom of pole is recommended to reduce potential injuries.
- 5' wide corridors are wider than code minimum to support response time and reduce wear and tear to wall surfaces.

4. TECHNICAL APPROACH AND DESIGN CONCEPTS

4.1.4 Delivery Method (2 pts) Describe how the team will take advantage of the DB delivery method

DESIGN-BUILD DELIVERY

Design-Build (DB) promotes early collaboration between the owner, architect and contractor to ensure the entire project team plays a key role in developing design solutions. Our Level 10 | Miller Hull team have successfully participated in design-build delivery. We have assembled a very strong team that will take advantage of the Design-Build delivery method to respond to the interrelationships of scope, cost, time and value. Our team will use our market knowledge and historical information on similar projects to develop an initial target value estimate to confirm the construction budget of \$16.5 Million is sufficient to construct the Torrey Pines Fire Station.

Our team is built on a culture of commitment, collaboration and a common goal to deliver the most value possible to the City of San Diego and the Fire Department. Throughout this current competition, our team has been working together, establishing a high level of trust while cultivating a respectful partnership within the team that will continue throughout the process through careful on-boarding of new team members and communication of project goals. We have learned through experience that this is a significant contributor to the success of any project.

The construction team will support the design team—as the design is vetted through the design phases and permitting processes—by providing subcontractor access to achieve early consensus on approach, methods, materials and products.

This results in:

- Early buy-in by all parties to significantly reduce conflicts during construction
- Early sub-contractor involvement enabling the team to make informed decisions together on building systems, materials, phasing, scheduling, constructability and other issues that will optimize cost, time and value
- Creative solutions, innovative approaches and efficient methods and systems that are in compliance with the City of San Diego's requirements to be realized

The design team will support the construction team during construction through submittal reviews, RFIs, and weekly jobsite visits to verify the work is in accordance with the approved construction documents and to swiftly and effectively work through any unforeseen conditions or situations that arise to arrive at the best solution for resolution.

BIM INCORPORATION INTO THE PROJECT DELIVERY

Our team is well versed in the use of Building Information Management (BIM) as the central platform for developing and testing design and construction solutions. Level 10 is an industry leader in scheduling, estimating, construction management and BIM processes. Miller Hull was a pioneering early-adopter of BIM and has applied this powerful platform to delivering a range of highly complex projects for the past decade.

4. TECHNICAL APPROACH AND DESIGN CONCEPTS

The content and information within the BIM model will be leveraged throughout the entire project to better convey design intent, optimize and coordinate building systems, and to extract real-time information to assist in a target value design, 4D scheduling and construction coordination. Central to this approach is the model sharing between the engineering, architectural, construction management and trade contractor teams. Data can be entered into the model to quickly quantify the cost and schedule impacts of design options.

Level 10 plays an integral part in BIM design and coordination processes. Constructability analysis will simulate the virtual construction and work sequencing of the building to visualize the potential conflicts. Equipment movement and material storage during construction can be effectively coordinated with the design well before arriving at the site. Our experience with Navisworks enables us to overlay BIM models of each building system and run clash detections in order to virtually address physical conflicts before construction begins rather than in the field when there are true cost and schedule implications. During construction BIM will assist as a 3D communication tool, assist in field layout accuracy and installation, and tracking as-built condition for the digital closeout package.

As one team, high levels of collaboration naturally become part of our daily workflow.

DESIGN PHASE QUALITY CONTROL AND CONSTRUCTABILITY REVIEWS

The primary purpose and inherent benefits of the Design-Build delivery method is to efficiently and effectively design a building that can be constructed seamlessly, efficiently, with high quality and value in every building component. As an integrated design-build team, we combine Level 10 Constructability process with Miller Hull's QA/QC process at each of the project milestones to incorporate both design and construction perspectives to the benefit of the project.

Two of the most important things our team can do for quality is to first solve the big design decisions early, to allow ample time to develop and detail them in the construction documents, and secondly to look for simple solutions to result in high quality construction work and affordability. As we document these decisions, it is essential to effectively communicate the project through the contract documents, to minimize the risk of excessive change documentation, potential cost overruns, and schedule impacts. This results in better quality and the ability for the design intent being achieved.

Level 10's experienced superintendents and project managers perform our constructability reviews. Miller Hull provides review staff experienced in construction and construction documentation for the reviews as well. Together, as we move through our Quality Control/Constructability program, we are looking to answer several questions.

- Do the documents provide appropriate level of completeness for each phase?
- Will the scope be clear to the sub-contractors and the trades?

4. TECHNICAL APPROACH AND DESIGN CONCEPTS

- Are the drawings and specifications coordinated?

Our team utilizes Bluebeam Studio Session for the constructability reviews. Bluebeam Studio Session is a cloud-based application that allows for team members to review documents and make comments in a collaborative environment that all users including the design team and owner can view. The comments are tracked within the application and the report can be issued to the design team with the comments directly on the drawings for quick review by the design team. The process eliminates waste and improves the efficiency of the constructability review process, with the end goal of reducing issues during the bidding and construction phases.

Together we find and solve conflicts between the drawings and specifications, address missing or incorrect project details,

and resolve conflicts between the design and existing building conditions—all with the goal of resolving items that would require an RFI or change request if discovered later during the construction phase. Specifically, we evaluate:

- Materials, systems, fabrication and installation methods that can affect the final quality of the installation.
- Longevity, function, durability, maintenance, ease of repair or replacement, and product quality.
- Cross check between MEP disciplines to ensure that the design intent is achieved.
- Access for future maintenance for equipment, piping, and ductwork.

Cost control and contingency management is closely linked to the QA/QC process so that as a team we can manage the unknowns as the project progresses to ensure the project meets the intended budget.



4. TECHNICAL APPROACH AND DESIGN CONCEPTS

4.1.5 LEED (0-2 pts) Silver is a minimum requirement, therefore 1 pt will be awarded if LEED Gold is proposed, and 1 add'l point will be awarded if LEED Platinum is proposed.

SUSTAINABLE DESIGN APPROACH

The sustainable design approach builds on two themes:

- 1. Firefighter health and well-being**
- 2. Energy-efficient low-carbon design in support of the City of San Diego Climate Action Plan**

These themes overlay with the big picture design goals in interesting ways:

Simple Building Form

- Smart, efficient envelope for energy efficiency
- Minimal material use for low embodied carbon emissions
- Single large roof plane for renewables to support Zero Energy

Firefighter Health and Response Time

- High-performing mechanical systems to promote well ventilated spaces
- Emphasis on daylighting and access to outdoor space
- Responds to San Diego Fireman's Relief Association's CAPP program

Authentic Community Connection & Fit

- A highly visible civic facility in the neighborhood that is leading by example to meet the City's Climate Action Plan
- Ability to transition facility to ZNE in the future for the community's benefit

At the same time, the project requires minimum LEED v4 Silver certification. This section describes the approach to achieving LEED Silver and then follows with a discussion of firefighter health and energy/carbon achievements.

LEED

With the evolution from LEEDv3 to LEEDv4, significant changes in credit achievement and the merging of credits for lower point maximums has raised the bar for LEED projects worldwide. The opportunity to cherry pick LEEDv4.1 credits to maximize point achievement is a unique opportunity will leverage. Our experience with LEEDv4 and v4.1 will assist successful achievement of LEED Silver:

- Site credits have particular requirements that make them harder to achieve, but through our experience with past and current v4 projects, we know how GBCI will review and evaluate.
- Water performance can no longer rely on metering faucets as a water reduction strategy, meaning projects without urinals struggle to perform well.
- **Energy is king.** Energy efficiency and the associated initiatives that go with it, take up one third of the LEED scorecard. If a project does not go hard at the Energy category credits, especially efficiency and renewables, it will struggle to achieve

4. TECHNICAL APPROACH AND DESIGN CONCEPTS

LEED certification goals without driving significant cost and effort across many other points and strategies.

- Materials credits are all new in v4, and much harder to achieve. Our experience has allowed us to streamline much of this effort as we know what the market can readily provide, and what requirements lead to a wild goose chase and should be avoided. Miller Hull is also an industry leader in whole building life cycle analysis to reduce embodied carbon, earning LEED points and aligning with the City of San Diego Climate Action Plan Greenhouse Gas reduction goals.
- Indoor Environmental Quality has become significantly harder but is still critically important for providing healthy spaces for occupants. We have targeted the credits that most directly impact the firefighters' experience and expectations for a comfortable living environment.

LEED Gold, advanced targets for material health, and Zero Carbon and Net Zero Energy are presented as potential “future enhancements” that require direct communication with the City. We describe how to achieve these advanced goals, but these are not currently part of the design.

This proposal includes the 10% PV (12 kW array) contribution to achieve the LEED Silver minimum requirement with 57 points as indicated in Exhibit 8.

If the City were interested in achieving full Net Zero Energy, there are twelve additional

points that can be achieved for Optimized Energy, Green Power, and Innovation Credits. In addition, additional Commissioning and Metering points should be targeted in support of Net Zero Energy. This would put the project at a very comfortable Gold with 66 points, and without heavy investment in other credits across categories. For more detail on this, see discussion on renewables below.

FIREFIGHTER HEALTH

The project seeks to improve firefighter health through design in the areas of material toxicities, access to daylight and outdoor spaces, and interior air quality.

Common construction materials contain chemicals that are known to be health concerns in our built environments. As design progresses, the team can identify materials that may include these chemicals that are considered for use and provide alternatives. This process supports the Building Product Disclosure and Optimization LEED credits but does not guarantee achievement of all points.

The project will provide beneficial daylighting for firefighters in bunk rooms, day rooms, and workspaces. However, due to the tight site constraints, it may not be possible to achieve LEED Daylight credit points. The project provides restful outdoor space for firefighters at the west facing second floor patio directly off of the kitchen and a private workout patio at grade to the east of the building. The project will exceed code requirements for minimum ventilation and use better than code minimum filtering.

LEED-NC v4 Registered Project Tracking Tool
SDFD Torrey Pines

57	18	35	110	Project Totals (pre-certification estimates)	Notes (12/16/2020)
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Certified 40-49 points Silver 50-59 points Gold 60-79 points Platinum 80 or more points

Yes	?	No	Max Pts.			
1			1	Credit	Integrative Process	D The design build team can put together the documentation to successfully earn this credit based on the design strategies already discussed and incorporated.

Yes	?	No	Max Pts.			
7	1	8	16		Location and Transportation	Upload Phase Notes (12/16/2020)
		n/a	16	Credit	LEED for Neighborhood Development Location	D Not applicable to this project.
					OR	
1			1	Credit	Sensitive Land Protection	D Project should be able to document this credit as it does not intrude on flood plains, wetlands, endangered species habitat, etc.
		2	2	Credit	High Priority Site	D This project is not a remediated brownfield, nor a protected historic site.
2		3	5	Credit	Surrounding Density and Diverse Uses	D Based on an initial analysis, only 2 points appear available for this credit.
2		3	5	Credit	Access to Quality Transit (v4.1)	D Analysis of this site indicates that only 2 points are available for existing public transit.
1			1	Credit	Bicycle Facilities	D There are clear bike lanes and shower infrastructure in the project already.
	1		1	Credit	Reduced Parking Footprint	D 21 parking spaces may be sufficient to earn the credit. Because LEED does not define the ITE limit for fire stations, a credible baseline would have to be created to establish credit achievement, either through parking zoning codes, or other reasonable requirements.
1			1	Credit	Green Vehicles (v4.1)	D Infrastructure for future EVCS is sufficient to earn this credit under v4.1

Yes	?	No	Max Pts.			
2		8	10		Sustainable Sites	Upload Phase Notes (12/16/2020)
Y				Prereq.	Construction Activity Pollution Prevention	C Title 24 requirements already ensure this prerequisite can be met.
1			1	Credit	Site Assessment	D This assessment is performed by the landscape architect as part of design research.
		2	2	Credit	Site Development, Protect or Restore Habitat	D The percentage of drive aisle and 'driveway' hardscape on the site, precludes achievement of this credit as not enough vegetated open space is available for compliance.
		1	1	Credit	Open Space	D The percentage of drive aisle and 'driveway' hardscape on the site, precludes achievement of this credit as not enough vegetated open space is available for compliance.
		3	3	Credit	Rainwater Management	D Soil type D (does not infiltrate), and the LEED credit requires 100% infiltration
		2	2	Credit	Heat Island Reduction	D The percentage of drive aisle on the project site (low reflectance asphalt, typically) makes this credit difficult to achieve. Because roof area covered in PV is exempt from LEED calculations, it is unfortunate that the weighted calculation then puts so much more emphasis on the hardscape reflectance.
1			1	Credit	Light Pollution Reduction	D Title 24 requirements already ensure this prerequisite can be met.

Yes	?	No	Max Pts.			
7		4	11		Water Efficiency	Upload Phase Notes (12/16/2020)
Y				Prereq.	Outdoor Water Use Reduction	D Title 24 requirements already ensure this prerequisite can be met.
Y				Prereq.	Indoor Water Use Reduction	D Title 24 requirements already ensure this prerequisite can be met.
Y				Prereq.	Building-Level Water Metering	D Project should meet this requirement without issue.
2			2	Credit	Outdoor Water Use Reduction	D Purple pipe targeted for irrigation use should achieve 100% reduction of potable water
4		2	6	Credit	Indoor Water Use Reduction	D no water harvesting and reuse targeted for building use; metering faucets no longer helpful in v4 calculations; 40% efficiency should be achievable with the high efficiency prescriptive fixtures outlined in the Climate Action Plan for a 12% reduction from the baseline.
		2	2	Credit	Cooling Tower Water Use	D project is too small to qualify for points under this credit
1			1	Credit	Water Metering	D Because of the purple pipe in the project, separately metering irrigation demand from whole building water demand should be included and is sufficient to meet credit requirements.

Yes	?	No	Max Pts.			
20	11	2	33		Energy & Atmosphere	Upload Phase Notes (12/16/2020)
Y				Prereq.	Fundamental Commissioning and Verification	C Title 24 requirements already ensure this prerequisite can be met.
Y				Prereq.	Minimum Energy Performance	D see notes under Optimize Energy Performance credit
Y				Prereq.	Building-Level Energy Metering	D Title 24 requirements already ensure this prerequisite can be met.
Y				Prereq.	Fundamental Refrigerant Management	D Title 24 requirements already ensure this prerequisite can be met.
3	3		6	Credit	Enhanced Commissioning	C A successful Net Zero-ready project would want to include Building Envelope commissioning and monitoring-based commissioning to be successful.
14	4		18	Credit	Optimize Energy Performance	D Proposed design is targeting a ~37% reduction when including the 12kW PV array. All remaining points could be achieved by expanding to a larger PV array, which double counts points between the Renewable Energy Production credit and this credit.
	1		1	Credit	Advanced Energy Metering	D This credit would require separate metering of process loads, lighting, receptacles and be displayed on a kiosk, which is beyond what SDG&E smart meter programs require. However, to successfully operate a high performing, efficient building, this would be a smart investment
		2	2	Credit	Demand Response	C Essential services like Fire Stations are not great candidates for Demand Response programs due to the variability of energy availability.
3			3	Credit	Renewable Energy Production	D 12kW system (650SF) for 10% of energy from PV for (3) LEED points (3\$/watt = \$36k). Value add enhancement to move from Net Zero-ready to Net Zero Positive at 105% with 125kW total array (7000SF).
	1		1	Credit	Enhanced Refrigerant Management	D Some heat pumps do meet credit requirements, but more often than not they do not meet the credit; façade will reduce loads which means smallest HVAC system which reduces refrigerant charge, so higher likelihood of achieving it because of great envelope already planned
	2		2	Credit	Green Power and Carbon Offsets	C Value add enhancement: Net Zero Energy projects automatically earn these 2 points under LEEDv4.

LEED-NC v4 Registered Project Tracking Tool

SDFD Torrey Pines

57	18	35	110	Project Totals (pre-certification estimates)	Notes (12/16/2020)
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Yes	?	No	Max Pts.			Upload Phase	
6	2	5	13	Materials & Resources			Notes (12/16/2020)
				Prereq.	Storage and Collection of Recyclables	D	Title 24 requirements already ensure this prerequisite can be met.
				Prereq.	Construction and Demolition Waste Management Planning	C	see notes below in C&D Waste Management credit
1	2	2	5	Credit	Building Life-Cycle Impact Reduction (v4.1)	C	The project will earn 1 point automatically for running a Whole Building LCA (part of Miller Hull's standard scope of work). However, additional points may be available by studied sourcing of major structural elements (eg. low carbon concrete and steel).
1	1	2	2	Credit	BPDO - Environmental Product Declarations (v4.1)	C	There are enough EPDs on the market now that earning 1 point for this credit should be readily achievable.
1	1	2	2	Credit	BPDO - Sourcing of Raw Materials (v4.1)	C	Most projects are able to achieve the 25% threshold needed for 1 point.
1	1	2	2	Credit	BPDO - Material Ingredients (v4.1)	C	Because of Miller Hull's experience with the Living Building Challenge Red List, we make achievement of this credit significantly easier on the contractor and client.
2			2	Credit	Construction and Demolition Waste Management (v4.1)	C	Miller Hull has been able to achieve both points for this credit on all of our San Diego projects based on the well-known waste haulers in service in the area. However, the project should pursue compliance under the v4.1 credit option.

Yes	?	No	Max Pts.			Upload Phase	
8	2	6	16	Indoor Environmental Quality			Notes (12/16/2020)
				Prereq.	Minimum IAQ Performance	D	Title 24 requirements already ensure this prerequisite can be met.
				Prereq.	Environmental Tobacco Smoke (ETS) Control	D	Title 24 requirements already ensure this prerequisite can be met.
2			2	Credit	Enhanced Indoor Air Quality Strategies	D	Reducing contaminants and increasing air filtration are essential to improving firefighter health and well-being in the space. Providing additional outside air beyond what code requires has proven health benefits, and is also an effective strategy for mitigating viral transmission.
2	1		3	Credit	Low-Emitting Materials (v4.1)	C	pursue v4.1 pathway (which is slightly easier); best categories to pursue are: - flooring, paints & coatings; ceilings; insulation and composite wood; - need 3 categories to earn 2 points; 4 categories earns 3 pts (and 5 can get an EP point)
1			1	Credit	Construction Indoor Air Quality Management Plan	C	Title 24 requirements already ensure this prerequisite can be met.
1	1		2	Credit	Indoor Air Quality Assessment (v4.1)	C	Flushout highly recommended to improve occupant health and wellbeing. Can pursue air quality testing for a second point if needed, but benefits are short term
1			1	Credit	Thermal Comfort	D	Achievable w/ VRF system (sep. VRF for bunks and common areas)
1	1		2	Credit	Interior Lighting	D	Individually controlled lighting is essential for firefighter comfort, especially in bunk areas.
		3	3	Credit	Daylight	D	Achieving the LEED thresholds for daylight in fire stations is difficult because of the desire for dark sleeping bunk spaces and other more private living and working zones for the firefighters. There are additional concerns about long term daylight exposure damaging PPE.
	1		1	Credit	Quality Views	D	LEED specifically excludes fire station apparatus bays from being considered a regularly occupied space, so without those areas, the project is unlikely to earn this credit.
	1		1	Credit	Acoustic Performance	D	while acoustics will be properly managed for the sleeping bunks, the LEED credit would require a deeper investment in all of the other spaces which may not prove out enough value for the added cost

Yes	?	No	Max Pts.			Upload Phase	
4	2		6	Innovation			Notes (12/16/2020)
1			1	Credit	Pilot Credit: Social Equity in the Project Team	D	Miller Hull has successfully achieved this Pilot credit on numerous projects
1			1	Credit	O&M Starter Kit: Green Cleaning & Integrated Pest Management	C	We recommend implementing these operational policies to maintain firefighter health in the space
1			1	Credit	Innovation: Low Mercury Lamps	D	With the use of LED lamps, this credit is readily achievable.
	1		1	Credit	Exemplary Performance: Optimize Energy Efficiency	D	Value add enhancement: A larger PV array would readily achieve this point, although only a 55% reduction is required
	1		1	Credit	Exemplary Performance: Renewable Energy Production	D	Value add enhancement: A larger PV array would readily achieve this point, although only a 15% production value is required (not the full Net Positive array size)
1			1	Credit	LEED® Accredited Professional	C	We have several LEED APs on the project.

Yes	?	No	Max Pts.			Upload Phase	
2	2		4	Regional Priority			Notes (12/16/2020)
1				Credit	Regional Priority: Outdoor Water Use Reduction (2 pts)	D	see above
	1			Credit	Regional Priority: Indoor Water Use Reduction (4 pts)	D	see above
	1			Credit	Regional Priority: Surrounding Density & Diverse Uses (5 pts)	D	see above
	n/a			Credit	Regional Priority: Access to Quality Transit (3 pts)	D	see above
1		n/a		Credit	Regional Priority: Renewable Energy Production (3 pts)	D	see above
	n/a	n/a		Credit	Regional Priority: Cooling Tower Water Use (2 pts)	D	see above

4. TECHNICAL APPROACH AND DESIGN CONCEPTS

ENERGY EFFICIENCY AND ZERO CARBON OR NET ZERO ENERGY

The project provides an energy efficient facility consistent with the City of San Diego Climate Action Plan targets, incorporates on-site renewable energy, and targets low-carbon-emissions construction and operations. This includes carbon emissions associated with building construction, and carbon emissions from building operations.

For embodied carbon, the design team is targeting 20% reduction of emissions associated with the building construction, using systems-level and whole-building analysis. We will bring this analysis into the process so that embodied carbon is further developed as a design consideration alongside durability, cost, and aesthetics. Doing the analysis and showing a minimum 10% reduction in carbon achieves LEED points under the Building Lifecycle Impact Reduction credit. Frequently, reductions in embodied carbon are achieved through reductions in material mass, such as optimized efficient structures, which can have the added benefit of reduced construction cost.

At the same time, the project shows a path to Zero Carbon operational emissions and Net Zero Energy (NZE) operation. While achieving Zero Carbon or NZE isn't included in the design, the project takes the first steps and the design allows for a full NZE to be brought into the design later if additional funds were available. Achieving NZE involves three main components:

1. **Efficiency:** Reducing energy demands through energy efficiency measures.
2. **Electrification:** Using only electricity (which can be provided from renewables) as fuel in the building.
3. **Renewable Integration:** providing on-site Solar PV systems.

For **Efficiency**, the design achieves a minimum 10% improvement over California Energy Code compliant building, which we also estimate as 30% better than the ASHRAE 90.1 (LEED baseline). This is a conservative estimate and we expect that additional efficiency can be developed through the actual design. This level of efficiency is consistent with Cal Green requirements and the City of San Diego Climate Action targets.

For **Electrification**, the project prioritizes electric systems, but gas-fired equipment is included where required to achieve project budgets – app bay space heating, domestic hot water, and in the kitchen cooktop and BBQ. The main impact of going all-electric is to increase electrical service size which is an added cost and slight deviations from the published standards. Note that the design incorporates adequate electrical room space to accommodate the increased service size, but not the electrical infrastructure at this time.

For **Renewables**, the project is proposing a 12 kW array that provides substantial benefits to the project and earns significant points under LEED to meet the Silver target. While the full 126 kW array to achieve Net Zero Energy cannot be promised at this time without investigation into and confirmation of potential funding sources (i.e. Savings By Design and/or potential financing such as PV

4. TECHNICAL APPROACH AND DESIGN CONCEPTS

leasing programs) we can include the ability to be Net Zero Energy ready throughout the project and beyond. A 126 kW array would provide enough energy on an annual basis to operate the building, and supports the Climate Action Plan goals for deploying renewable energy throughout the city.

Note: Using only electricity responds to the City’s Climate Action Plan, which shows how carbon emissions associated with the electricity grid in San Diego is expected to decrease substantially over the next 15 years; with this transition, an all-electric building quickly becomes a Zero Operational Carbon building.

This impact is shown in Exhibit 9 which projects cumulative greenhouse gas emissions over the first 25 years of operations.

The initial 293 metric tons CO₂e is generated during construction; the team will seek to reduce this value through optimizing the design through construction. If the project were to achieve NZE, there would be no additional emissions. If the project were to go all-electric, as the grid transitioned to a zero-carbon grid, the cumulative emissions would max out at 487 tCO₂e. The current design, with some energy provided by gas, the project would continue to generate emissions throughout the project life.

The Design-Build team will continue to track and report emissions estimates through design and construction. We will continue to update the Path-to-Zero-Carbon as a “Future Potential Enhancement.”

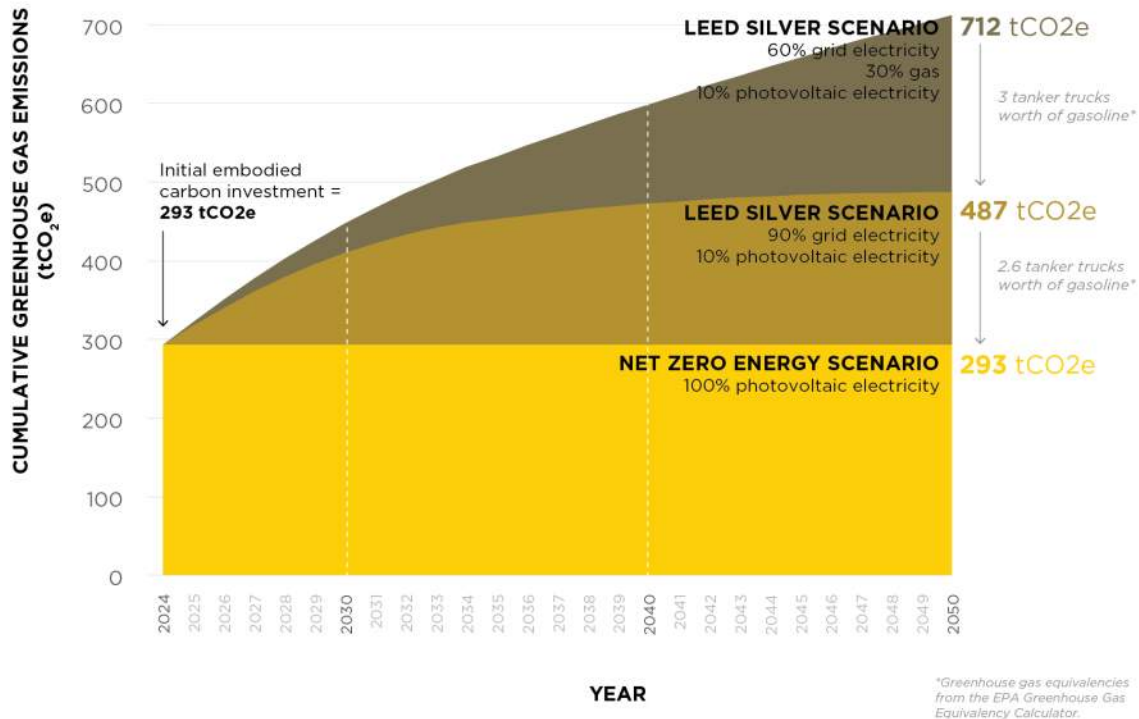


Exhibit 9: Cumulative greenhouse gas emissions over 25 years of operations

4. TECHNICAL APPROACH AND DESIGN CONCEPTS

The transition of the remaining gas-fired equipment to electric and elimination of gas service. This could include the following;

- Increased electrical service size to accommodate more electrical equipment
- Electric app bay radiant heat
- Electric unit heaters in other support space
- Heat Pump water heaters
- Electric kitchen range with conduction cooktop
- Propane-fired BBQ

Implementing additional renewable energy to provide all energy from renewable energy from the outset by:

- Incorporating additional rooftop PV – increase from 12 kW to the maximum amount the roof can support.
- Purchasing some off-site renewable production, potentially through a power purchase agreement or other means.

For a full Zero-Carbon solution, the project would purchase carbon offsets for the remaining embodied carbon; typically priced at \$4 to \$10 per metric ton.

4.1.6 Site Layout- (0-2 pts) Site layout of all improvements shall give special consideration to the following: integration into existing circulation (pedestrian/vehicular) and landscape integration with building design.

LANDSCAPE INTEGRATION WITH BUILDING DESIGN

The site design approach draws upon the diverse ecologies surrounding the project. **The selection and organization of plant material is directly informed by the community feedback and the desire for the fire station flora to exist in harmony with the neighboring sensitive landscapes.** This approach is further supported by the “Coastal Native” landscape typology identified in the University’s Open Space Master Plan.

There are two distinct edges to the site. The design recognizes the two characters, North Torrey Pines Road and the UC San Diego campus to the east. Tree species will be of the same native vernacular, including a signature Torrey Pine anchoring the arrival to the fire station. Native plants will be utilized to screen project edges and stitch the fire station into its surrounding context. Landscape improvements are also incorporated between the project’s eastern property line and North Point Lane to serve as a passive buffer between the fire station and adjacent campus.

The planting strategy in this location will be refined in concert with the City and University representatives. Additional coordination with the University will be required to relocate existing temporary bleachers, irrigate the new landscape, and redirect circulation to the sidewalk parallel to North Point Lane.

The primary building material, the shou sugi ban wood screen and siding material,

4. TECHNICAL APPROACH AND DESIGN CONCEPTS

compliments the rich texture and silvery hue of the torrey pine bark, complimenting the surrounding existing trees and the proposed signature torrey pine at the building entry. The building itself is nestled into the surrounding site. At the north, the landscape slopes down and around the support bay allowing for the space between the building and the existing planting area to act as a buffer to N. Torrey Pines Road.

At the east side, the station is anchored into the earth creating a private and secure area behind the station. This area contains a workout patio off of the exercise room, fire fighter parking, a fire hydrant for training purposes, a fueling tank, a stand-by generator, and the rear apron for vehicle wash. Direct access into the decon space and a restroom for returning fire fighters from the rear apron keeps contaminants contained to a small area. The south façade of the building presents a textured backdrop to the UCSD tennis courts.

INTEGRATION INTO EXISTING CIRCULATION (PEDESTRIAN/VEHICULAR)

The proposed design prioritizes safe and separate circulation for pedestrians.

Clearly defined paths, through textured paving patterning, provides a safe and defined path from the right of way to the building's primary entry. The entry is anchored by a small plaza which includes native planting, a seat wall and bike racks.

The project requires substantial vehicular paving to accommodate the various fire truck turning movements. Along N. Torrey Pines Road, this paving serves as a canvas for subtle textural reliefs inspired by

driftwood found along the nearby coastline. There will be two separate driveways provided from N. Torrey Pines Road. The north driveway will serve as the main entry approach for fire department vehicles coming southbound along N. Torrey Pines Road and serve as the only egress for fire department vehicles exiting apparatus bays. The south driveway will serve as the main entry approach for fire department vehicles coming northbound along N. Torrey Pines Road and ingress and egress for visitor vehicles.

A fire station actuated traffic signal is proposed at the project site in order to optimize fire fighter response time and safely allow all traffic to stop when trucks are exiting the station. This proposed configuration maintains the existing movements in and out of the property across the street from the project site, minimizing impacts to the existing traffic conditions along this busy road. A traffic impact study will be conducted to identify the traffic patterns most suitable for this area and minimize impacts (if any) to the adjacent existing signals to the north and to the south. The existing signals at Genessee and UCSD North Point Drive will be coordinated with the proposed signal to give drivers notice of the fire station activated signal. Advanced flashing beacon warning signs in the north and southbound approach will provide additional early warning to pedestrians, cyclists and vehicles traveling along N. Torrey Pines Road.

Site Layout and Truck Maneuverability

Site circulation within the project site has been planned using Civil 3D Vehicle Tracking simulation software based on data provided by the City in Addendum A. Trucks responding to a call exit from

4. TECHNICAL APPROACH AND DESIGN CONCEPTS

the apparatus bay positioned close to the arterial and directly onto the right of way. This greatly enhances response times. The returning larger fire apparatus will pull in to the northern-most apparatus bay and will straighten itself out within that bay, thus requiring a double overhead door into the apparatus bay. Smaller rigs will be permitted to enter the middle and south-most apparatus bays. The overall site design has maximized use of space and maneuverability of fire apparatus and equipment within the smaller site and provides for egress and ingress for both fire department and visitor vehicles.

The site's small size, particular shape, and large grade differential are the driving factors in the site design. The existing site contains approximately 20 feet of grade change from east to west. Due to the need for a relatively flat site to accommodate truck maneuverability, a significant amount of grade along the north, south and east sides must be removed and retained. The team

will utilize a soldier pile and wood lagging retaining wall. This type of construction will allow for retaining without over-excavation, minimizing disturbance to the site outside of the property line and reducing the time and money spent on earthwork.

This shoring provides additional benefits:

- The permanent shoring extends alongside the northern façade of the Fire Station, minimizing retained earth force impacts to the Fire Station structural system, while providing an efficient construction sequence.
- This cost-effective soil retaining solution is capable of supporting surcharge loads associated with the roadway to the east on the UCSD campus while providing a warm on-site appearance that blends into the landscape.
- The wood lagging provides a natural material to surround the rear yard, providing an excellent surface for growing vines



OFFSITE IMPROVEMENTS

Utilities will be provided to service the proposed facility. These utilities consist of domestic water, fire protection water, sanitary sewer, storm drain, reclaimed water (for irrigation), gas, telecommunications, and electric power. Many of these utilities have available points of connection to existing utilities near the project frontage within N. Torrey Pines Road; however, there are three apparent exceptions: 1) sanitary sewer, 2) electric power, and 3) Cox telecommunications. These utilities are described further below:

Sanitary Sewer. It is our understanding—based on a preliminary review of publicly available as-builts and SANGIS data—that the nearest public sewer utility is an existing sewer manhole located approximately ¼ mile south of the project site at the intersection of N. Torrey Pines Road and Torrey Pines Scenic Drive. Record drawings indicate that this existing sewer manhole is approximately 25 feet deep. In order for the fire station project to be feasible, a new public sewer main (minimum 10” in size per City of San Diego Sewer Design Guide)

will need to be constructed (with manholes at required intervals) within the City right of way and extended north and upstream to the project site. Our plan is for the new public sewer main to connect to the existing deep manhole and then shallow up to typical depths for sewer (inverts between 8 and 10 feet below rim elevations) as it extends north and upstream to the project site. The project will then provide a sewer service lateral, cleanout, and clarifier to connect to the building’s sewer service.

Electric Power. The preliminary programming within the RFP depicts the electric power will need to be extended from the northeast corner of the intersection of N. Torrey Pines and UCSD North Point Driveway approximately 500 feet north to service the project site.

Cox Telecommunications. The preliminary programming within the RFP depicts Cox telecommunications needing to be extended from the south corner of the intersection of N. Torrey Pines and Genessee Avenue approximately 600 feet south to service the project site.



Exhibit 10: East and south elevations from UC San Diego campus



SITE KEY

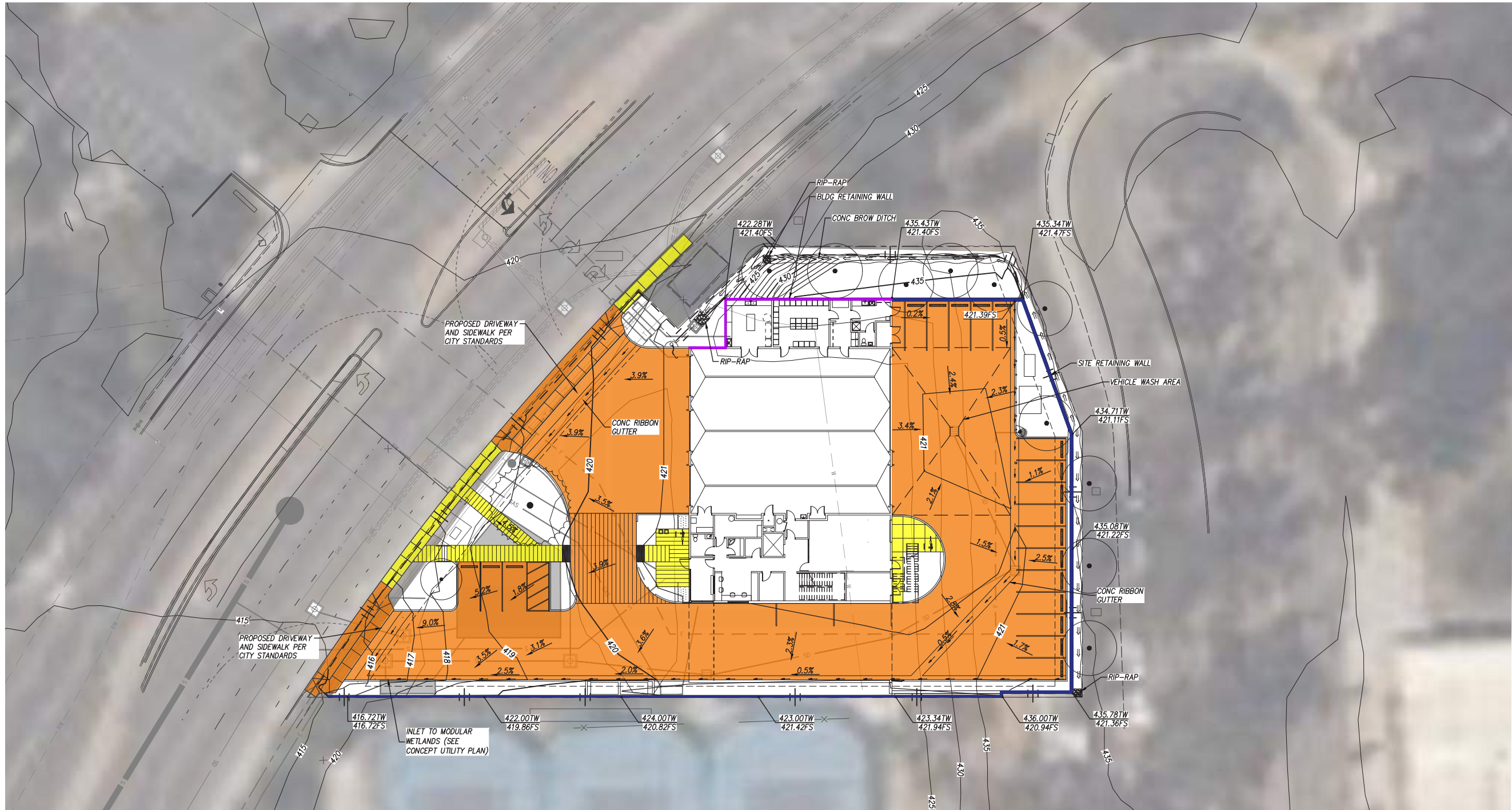
- 1 VISITOR PARKING
- 2 FIRE TRUCK DRIVE AISLE
- 3 PEDESTRIAN PATHWAY
- 4 STAIRS WITH HANDRAILS
- 5 TRUNCATED DOMES
- 6 LOW-MAINTENANCE DROUGHT-TOLERANT AND NATIVE PLANTING
- 7 SDGE TRANSFORMER
- 8 TRASH ENCLOSURE
- 9 MODULAR WETLAND SYSTEM
- 10 LOW RETAINING WALL
- 11 FLAGPOLE
- 12 VEHICULAR PASS-THROUGH SECURITY SCREEN
- 13 SECURE FIREFIGHTER PARKING
- 14 SECURE BICYCLE PARKING
- 15 FIRE HYDRANT FOR TRAINING
- 16 FUEL TANK
- 17 STANDBY GENERATOR
- 18 SOLDIER PILE AND WOOD LAGGING RETAINING WALL WITH STAINLESS STEEL POST AND CABLE GUARDRAIL
- 19 EMERGENCY TRAFFIC SIGNAL WITH PEDESTRIAN CROSSING SIGNAL AT FRONT APRON
- 20 INCREASED EXISTING MEDIAN CUT TO ALLOW FOR APPARATUS ENTERING AND EXITING THE STATION ONTO N. TORREY PINES ROAD

ENHANCED DESIGN FEATURES

- A VISITOR PLAZA AT THE BUILDING ENTRY CREATES A CIVIC SPACE FOR THE PUBLIC AND INCLUDES A CONCRETE SEAT WALL, BICYCLE PARKING AND TRASH RECEPTACLES
- B DIFFERENTIATED PAVING AT THE PEDESTRIAN ZONE INCREASES SAFETY FOR VISITORS
- C SPECIMEN TORREY PINE TREE AT THE VISITOR ENTRY CELEBRATES THE SURROUNDING CONTEXT
- D EARLY WARNING BEACONS PROVIDE ENHANCED VEHICULAR, CYCLIST AND PEDESTRIAN SAFETY
- E PRIVATE WORKOUT PATIO ADJACENT TO EXERCISE ROOM IS CONNECTED WITH A LARGE ROLL-UP DOOR FOR INDOOR/OUTDOOR USE OF THE SPACE
- F LANDSCAPED MORTAR COBBLE BROW DITCH CAPTURES STORMWATER
- G LANDSCAPING OUTSIDE PROPERTY LINE ON UCSD CAMPUS TIES THE PROPOSED SITE WITH THE 'COASTAL NATIVE' LANDSCAPE IN THE UCSD OPEN SPACE PLAN AND PROVIDES ADDITIONAL SCREENING AND PRIVACY TO THE REAR YARD BELOW

SITE PLAN
SCALE 1" = 20' - 0"

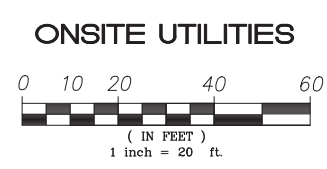




PROPOSED DRIVEWAY AND SIDEWALK PER CITY STANDARDS

PROPOSED DRIVEWAY AND SIDEWALK PER CITY STANDARDS

INLET TO MODULAR WETLANDS (SEE CONCEPT UTILITY PLAN)



LEGEND

- MAJOR CONTOUR 430
- MINOR CONTOUR 430
- MAJOR CONTOUR 420
- MINOR CONTOUR 420
- SITE RETAINING WALL
- BUILDING RETAINING WALL
- HEAVY VEHICLE PCC PAVEMENT
- OTHER PCC PAVEMENT

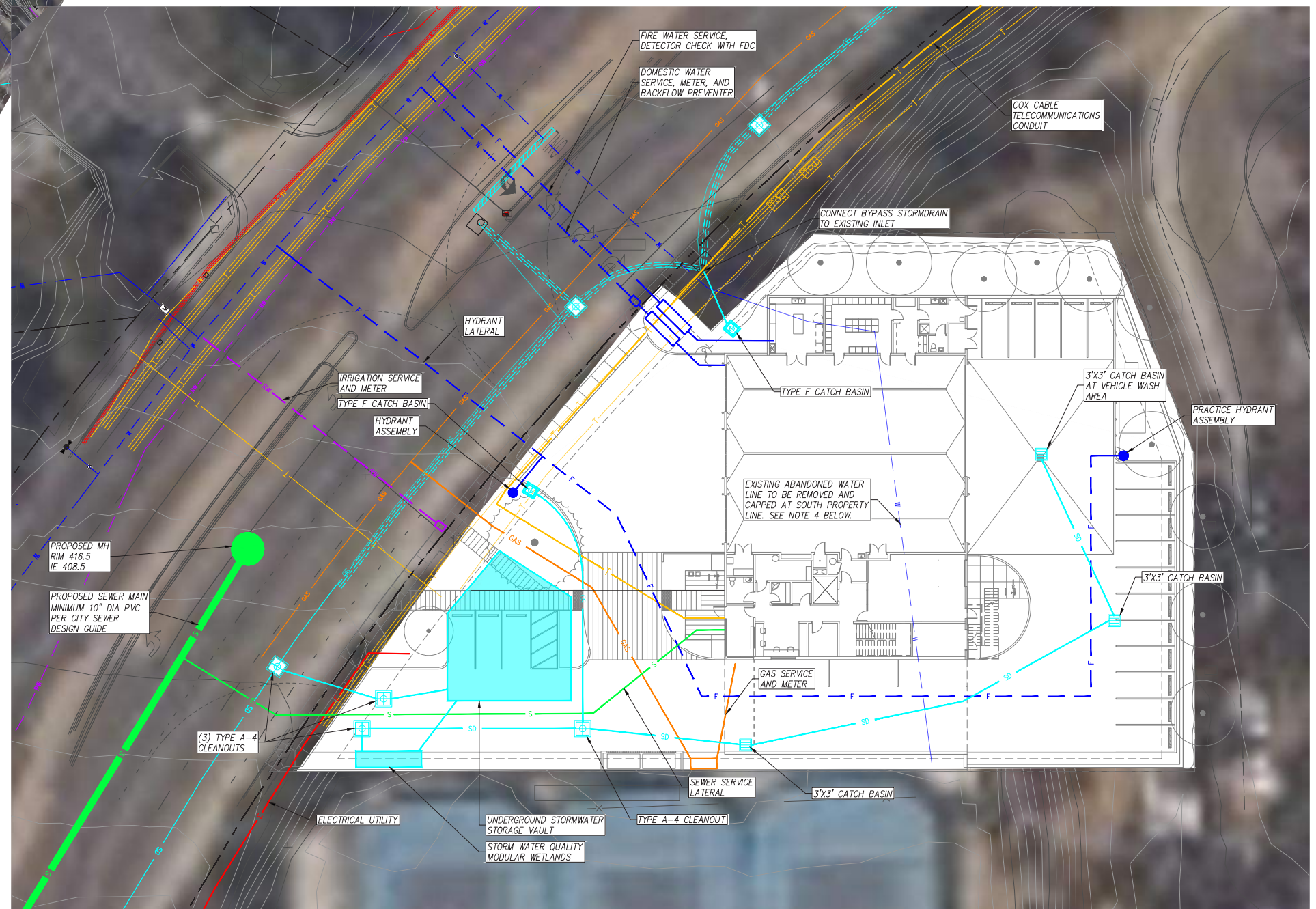
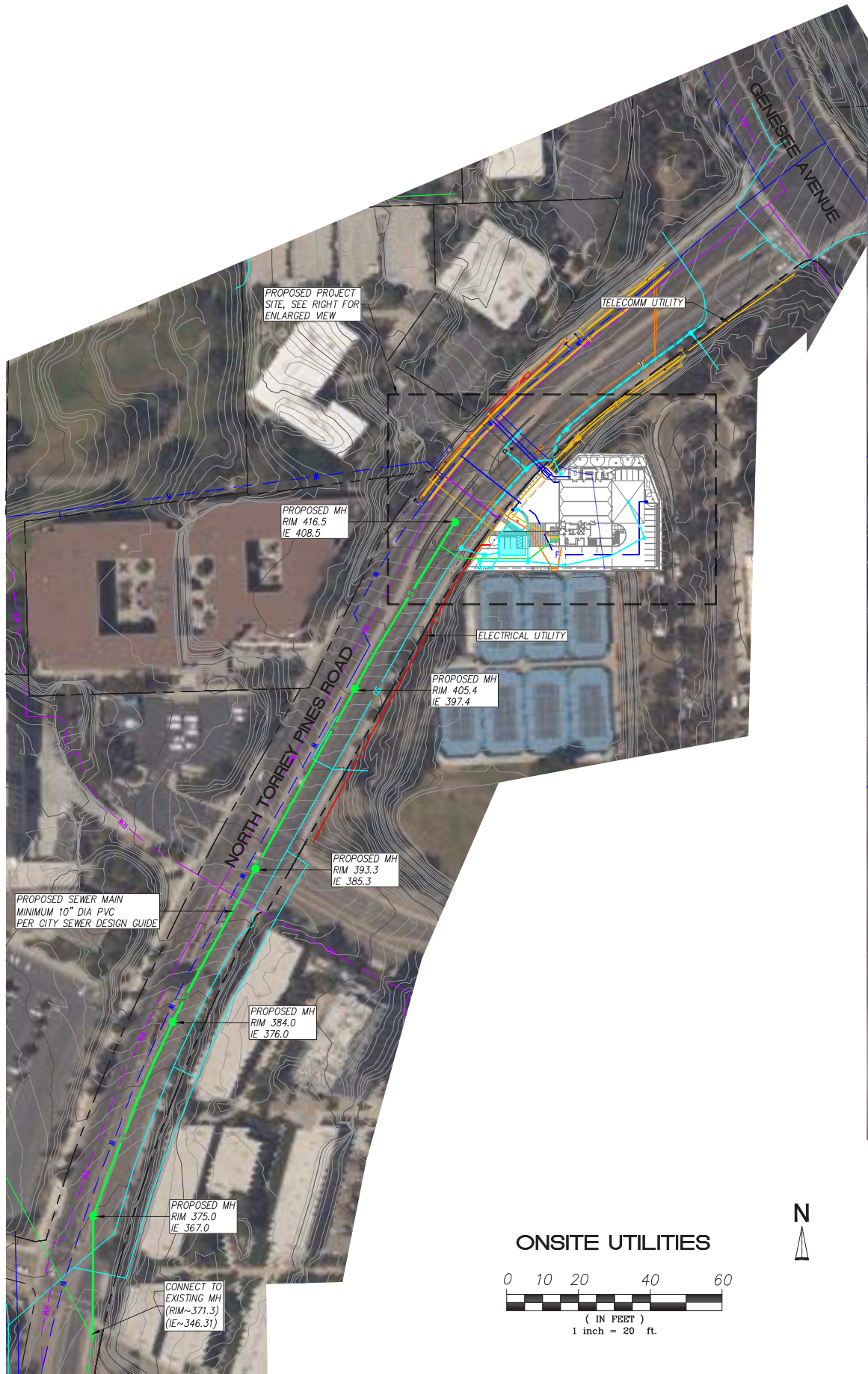
PRELIMINARY EARTHWORK

Cut volume (unadjusted)	7014.82 Cu. Yd.
Fill volume (unadjusted)	12.29 Cu. Yd.
Net volume (unadjusted)	7002.53 Cu. Yd. <Cut>

NOTE: DOES NOT INCLUDE QUANTITIES FOR UTILITIES, STORMWATER QUALITY OR DETENTION VAULT, FOUNDATION, FOOTING SPOILS, WALLS, REMEDIAL GRADING, PAVEMENT STRUCTURAL SECTIONS, OR TEMPORARY BACKCUTS.

NOTES

1. CONCEPT PROVIDED IS BASED ON PUBLICLY AVAILABLE RECORD DATA AND DOWNLOADED SANGIS SHAPE FILES.
2. REFER TO NARRATIVE FOR ADDITIONAL INFORMATION.
3. CONCEPT UTILITIES ARE SHOWN IN GREYSCALE FOR REFERENCE ONLY. PLEASE REFER TO CONCEPT UTILITY PLAN FOR ADDITIONAL UTILITY INFORMATION.



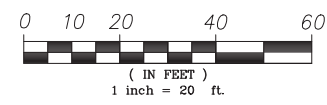
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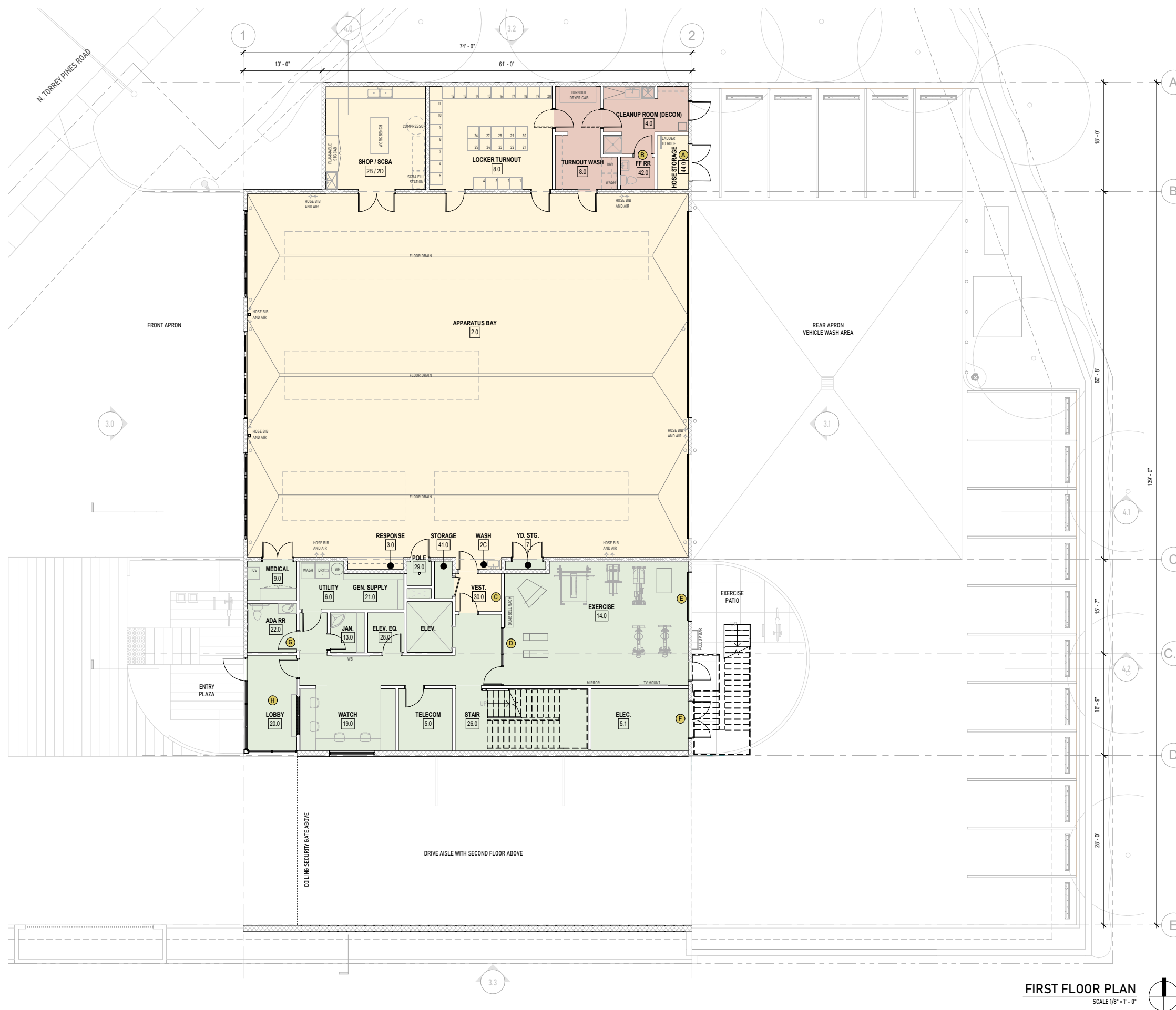
1. CONCEPT PROVIDED IS BASED ON PUBLICLY AVAILABLE RECORD DATA AND DOWNLOADED SANGIS SHAPE FILES.
2. REFER TO NARRATIVE FOR ADDITIONAL INFORMATION.
3. CONCEPT GRADING IS SHOWN FOR REFERENCE ONLY. PLEASE REFER TO CONCEPT GRADING PLAN FOR ADDITIONAL GRADING INFORMATION.
4. IT IS UNDERSTOOD THAT THE EXISTING WATER LINE LOCATED WITHIN THE PROJECT SITE IS CURRENTLY OUT OF SERVICE, ABANDONED, AND ABLE TO BE REMOVED. THIS WILL BE CONFIRMED AS PART OF THE PROJECT.

LEGEND

PROPOSED		EXISTING
STORM DRAIN LINE		LOT LINE
WATER LINE		STORM DRAIN LINE
FIRE LINE		WATER LINE
RECLAIMED WATER LINE		RECLAIMED WATER LINE
SEWER LINE		SEWER LINE
NATURAL GAS LINE		NATURAL GAS LINE
TELECOMM CONDUIT		TELECOMM CONDUIT
ELECTRICAL CONDUIT		ELECTRICAL CONDUIT

ONSITE UTILITIES





ENHANCED DESIGN FEATURES

- A** HOSE ROOM WITH EXTERIOR ACCESS PROVIDED AT APPARATUS SUPPORT AREA
- B** ADDITIONAL FIRE FIGHTER RESTROOM AT APPARATUS BAY FOR RETURNING FIRE FIGHTERS TO AVOID CONTAMINATION OF LIVING AREA BEFORE PROPER CLEAN UP PROCEDURES HAVE BEEN FOLLOWED
- C** POSITIVELY PRESSURED VESTIBULE BETWEEN APPARATUS BAY AND HOUSE AREA PROVIDED TO PREVENT CONTAMINANTS BETWEEN GREEN AND YELLOW ZONES
- D** GLAZING INTO EXERCISE ROOM FOR WORKOUT SAFETY
- E** GLAZED OVERHEAD DOOR TO EXTERIOR WORKOUT PATIO PROVIDES OPTIONAL INDOOR/OUTDOOR USE OF SPACE
- F** ELECTRICAL ROOM SIZED PER SDG&E ALONG WITH REQUIRED DOUBLE DOORS
- G** MAIN FLOOR RESTROOM TO SERVE WATCH ROOM, EXERCISE ROOM AND LOBBY
- H** SCULPTURAL HANGING FEATURE, CURRENTLY DEPICTED AS HANGING FIRE HOSES AND LIGHTING, CONNECTS THE FIREFIGHTER MISSION WITH THE COMMUNITY AT THE LOBBY

HEALTH & SAFETY LEGEND

THE PROPOSED STATION SPACES ARE ORGANIZED INTO THREE ZONES IN ORDER TO REDUCE EXPOSURES AND PREVENT CROSS-CONTAMINATION OF POSSIBLE CARCINOGENS AND OTHER HARMFUL AGENTS THAT GET CARRIED BACK TO THE STATION HOUSE ON PPE, EQUIPMENT AND APPARATUS. OPERATIONAL PREFERENCES AND ZONE CLASSIFICATIONS WILL BE CONFIRMED DIRECTLY WITH THE SAN DIEGO FIRE DEPARTMENT DURING THE DESIGN PHASES.

- RED ZONE**
DESIGNATED AREAS FOR CONTAMINATED EQUIPMENT INCLUDING SCBA, FIRE HOSE, AND TURNOUT GEAR TO BE CLEANED.
- YELLOW ZONE**
TRANSITION AREAS BETWEEN RED (CONTAMINATED) ZONES AND GREEN (CLEAN) ZONES WHICH TYPICALLY INCLUDES THE APPARATUS BAY AND SUPPORT SPACES WHERE CLEANED EQUIPMENT AND TURNOUT GEAR IS STORED. THIS ALSO INCLUDES VESTIBULES BETWEEN THE APPARATUS BAY AND THE LIVING AREAS.
- GREEN ZONE (COLD)**
"KEEP IT CLEAN IN THE GREEN." THE GREEN ZONE CONTAINS THE LIVING AND ADMINISTRATIVE AREAS OF THE STATION AND INCLUDES THE KITCHEN, SLEEPING, PERSONAL HYGIENE AND OFFICE. NO GEAR IS ALLOWED IN THE GREEN ZONE.

- NOTES:
1. THE APPARATUS BAY TO BE NEGATIVELY PRESSURIZED TO PREVENT AIRBORNE CONTAMINANTS FROM ENTERING THE GREEN ZONE.
 2. DIRECT CAPTURE OF VEHICLE EXHAUST FOR THE APPARATUS WILL BE PROVIDED.
 3. PER NFPA 1851 TURNOUT GEAR TO BE STORED IN AN ENCLOSED VENTILATED ROOM AND PROTECTED FROM UV LIGHT EXPOSURE.
 4. HARD SURFACE FLOORING PROVIDED THROUGHOUT FOR ABILITY TO CLEAN THOROUGHLY.

PROGRAM AREA TABULATION

NUMBER	ROOM NAME	PROPOSED	MIN. REQUIRED	COMMENTS
2.0	APPARATUS BAY	4372 SF	4320 SF	
2B / 2D	SHOP / SCBA	280 SF	310 SF	SHOP AND SCBA COMBINED
2C	WASH	15 SF	15 SF	
2.0	RESPONSE	10 SF	10 SF	
4.0	CLEANUP ROOM (DECON)	129 SF	100 SF	
5.0	TELECOM	10 SF	10 SF	PER ELECTRICAL
5.1	ELEC.	18 SF	100 SF	PER ELECTRICAL
4.0	UTILITY	58 SF	50 SF	
7	YD. STG.	19 SF	19 SF	AIR LOCK VESTIBULE TO APP BAY
8.0	LOCKER TURNOUT	329 SF	230 SF	PER ADDENDUM 1 (20) LOCKERS PROVIDED
8.0	TURNOUT WASH	108 SF	100 SF	
9.0	MEDICAL	33 SF	32 SF	
10.0	JAN.	17 SF	40 SF	1 OF 2 JANITOR CLOSETS, TOTAL OF 79SF
14.0	EXERCISE	400 SF	400 SF	
19.0	WATCH	211 SF	180 SF	
21.0	LOBBY	133 SF	64 SF	
21.0	GEN. SUPPLY	40 SF	40 SF	
22.0	ADA RR	66 SF	64 SF	
24.0	STAIR	226 SF	200 SF	
27.0	ELEV.	42 SF	64 SF	
28.0	ELEV. EQ.	39 SF	80 SF	PER ELEVATOR CUT SHEET - MIN 8'-4"D X 5'-10 1/2" W
29.0	POLE	14 SF	14 SF	
30.0	VEST.	48 SF	0 SF	AIR LOCK VESTIBULE TO APP BAY
41.0	STORAGE	18 SF	0 SF	WATER HEATER ROOM
42.0	FF RR	30 SF	0 SF	BONUS
44.0	HOSE STORAGE	45 SF	0 SF	RECOMMENDED SIZE, YYS'
LEVEL 1		7254 SF	4976 SF	
10.0 / 11.0	KITCHEN / DINING	632 SF	682 SF	
12.0	READY ROOM	187 SF	430 SF	
13.0	JAN. / UTILITY	42 SF	0 SF	2 OF 2 JANITOR CLOSETS, TOTAL OF 79SF
15.0	FF DORM 1	104 SF	100 SF	
15.0	FF DORM 2	100 SF	100 SF	
15.0	FF DORM 3	100 SF	100 SF	
15.0	FF DORM 4	100 SF	100 SF	
15.0	FF DORM 5	101 SF	100 SF	
15.0	FF DORM 6	100 SF	100 SF	
16.0	FF BATH 1	82 SF	74 SF	
16.0	FF BATH 2	82 SF	74 SF	
16.0	FF BATH 3 (ADA)	84 SF	74 SF	
17.0 / 18.0	CAPT DORM 1	202 SF	200 SF	INCLUDES BATHROOM AREA
17.0 / 18.0	CAPT DORM 2	202 SF	200 SF	INCLUDES BATHROOM AREA
21.0	B.C. QUARTERS	333 SF	274 SF	INCLUDES BATHROOM AREA AND OFFICE
24.0	STAIR	224 SF	200 SF	
27.0	ELEV	42 SF	64 SF	
29.0	FF POLE	14 SF	14 SF	
LEVEL 2		3105 SF	3240 SF	
TOTAL		10359 SF	10216 SF	

GROSS AREA TABULATION

LEVEL	NAME	AREA
LEVEL 1	LEVEL 1	7198 SF
LEVEL 2	LEVEL 2	4343 SF
TOTAL		12341 SF

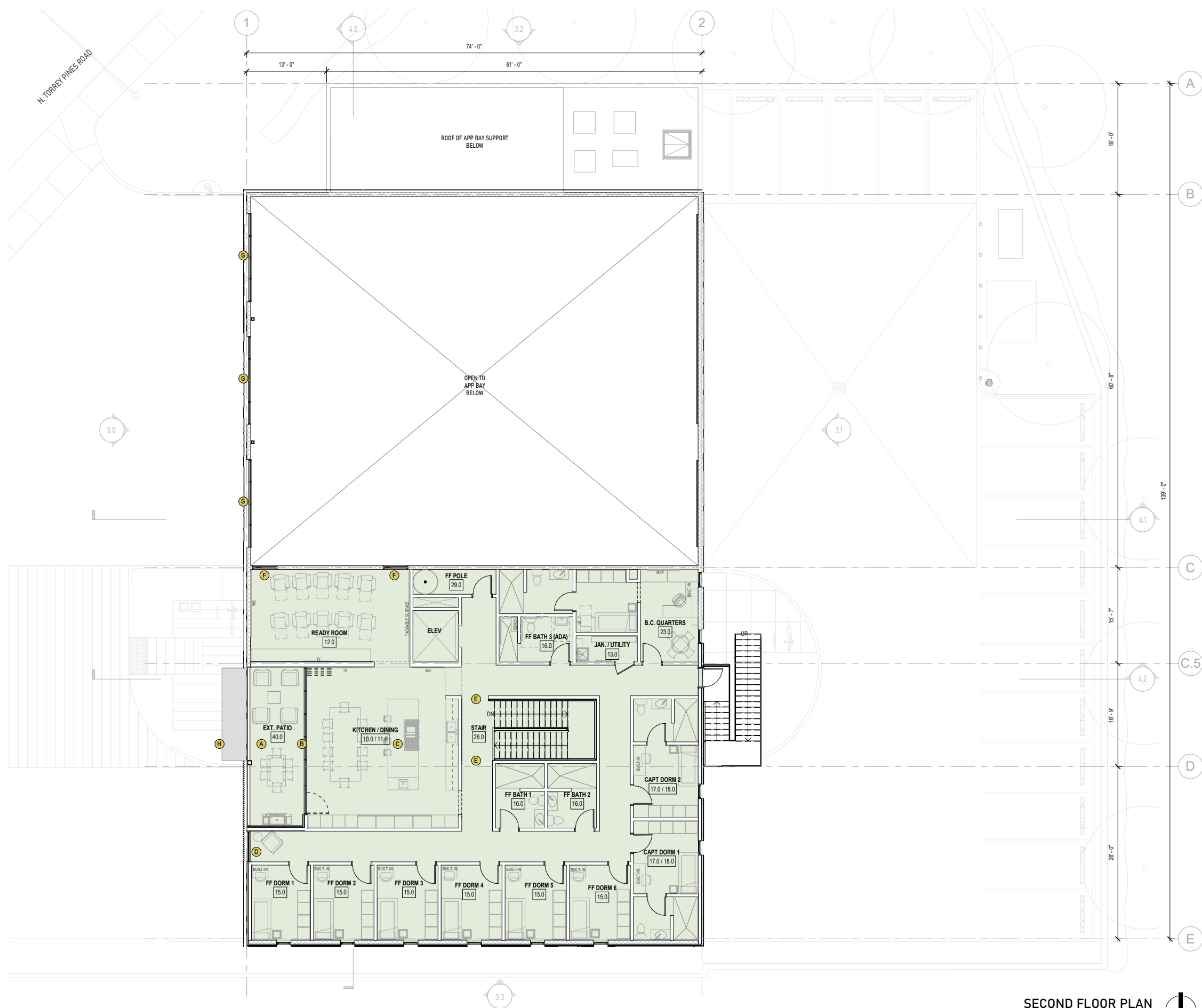
NOTE: AREA IS MEASURED TO EXTERIOR FACE OF EXTERIOR WALL. EXTERIOR PATIO AREA EXCLUDED FROM GROSS BUILDING AREA

AREA SUMMARY

	PROPOSED (SF)	MINIMUM REQUIRED (SF)
FIRST FLOOR	7,254	6,976
SECOND FLOOR	3,105	3,240
NSF TOTAL	10,359	10,216
20% GROSSING FACTOR		2,044
GSF TOTAL	12,361	12,260
EXT. PATIO	232 SF	
EXT. STAIR	179 SF	

FIRST FLOOR PLAN
SCALE 1/8" = 1' - 0"

N. TORREY PINES ROAD



SECOND FLOOR PLAN
SCALE 1/8" = 1' - 0"

ENHANCED DESIGN FEATURES

- A** PRIVATE PATIO FOR FIREFIGHTERS WITH OPERABLE GLASS WALL BETWEEN PATIO AND KITCHEN. SCREENING AT A PORTION OF THE PATIO PROVIDES PRIVACY AND SHADE WHILE MAINTAINING VIEWS TOWARDS THE WEST
- B** LARGE OPERABLE GLASS WALL BETWEEN PATIO AND KITCHEN PROVIDES OPTIONAL INDOOR/OUTDOOR USE OF THE SPACE AND CAPTURES VIEWS TO THE WEST
- C** OVERSIZED KITCHEN ISLAND, 5FT x 15FT, ALLOWS GENEROUS WORK SURFACE AND SEATING
- D** SEATING NOOK WITH VIEWS OUT
- E** CENTRALLY LOCATED STAIR WITH MULTIPLE ENTRIES IMPROVES CALL RESPONSE TIME
- F** GLAZING PROVIDES VIEWS INTO THE APPARATUS BAY
- G** CLERESTORY WINDOWS ABOVE APPARATUS BAY DOORS PROVIDES AMPLE NATURAL LIGHT IN THE APPARATUS BAY FOR OPTIMAL WORKING CONDITIONS
- H** CANOPY AT BUILDING ENTRY BELOW

HEALTH & SAFETY LEGEND

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- YELLOW ZONE**
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3.0	RESPONSE	10 SF	10 SF	
4.0	CLEANUP ROOM (DECON)	129 SF	100 SF	
5.0	TELECOM	10 SF	10 SF	PER ELECTRICAL
5.1	ELEC.	183 SF	100 SF	PER ELECTRICAL
6.0	UTILITY	58 SF	50 SF	
7	YD. SITE	19 SF	19 SF	AIR LOCK VESTIBULE TO APP BAY
8.0	LOCKER TURNOUT	329 SF	230 SF	PER ADDENDUM 1, (20) LOCKERS PROVIDED
8	TURNOUT WASH	188 SF	100 SF	
9.0	MEDICAL	33 SF	32 SF	
10.0	JAN.	17 SF	40 SF	1 OF 2 JANITOR CLOSETS, TOTAL OF 79SF
14.0	EXERCISE	400 SF	400 SF	
19.0	WATCH	211 SF	180 SF	
20.0	LOBBY	133 SF	94 SF	
21.0	GEN. SUPPLY	40 SF	40 SF	
22.0	ADA RR	66 SF	64 SF	
24.0	STAIR	126 SF	200 SF	
27.0	ELEV.	42 SF	64 SF	
28.0	ELEV. EQ.	39 SF	80 SF	PER ELEVATOR CUT SHEET - MIN 8'-4"D X 5'-10 1/2" W
29.0	POLE	16 SF	16 SF	
30.0	VEST.	48 SF	0 SF	AIR LOCK VESTIBULE TO APP BAY
41.0	STORAGE	18 SF	0 SF	WATER HEATER ROOM
42.0	FF RR	30 SF	0 SF	BONUS
44.0	HOSE STORAGE	45 SF	0 SF	RECOMMENDED SIZE, YYS'
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13.0	JAN. / UTILITY	42 SF	0 SF	2 OF 2 JANITOR CLOSETS, TOTAL OF 79SF
15.0	FF DORM 1	116 SF	100 SF	
15.0	FF DORM 2	120 SF	100 SF	
15.0	FF DORM 3	109 SF	100 SF	
15.0	FF DORM 4	120 SF	100 SF	
15.0	FF DORM 5	121 SF	100 SF	
15.0	FF DORM 6	120 SF	100 SF	
16.0	FF BATH 1	82 SF	74 SF	
16.0	FF BATH 2	82 SF	74 SF	
16.0	FF BATH 3 (ADA)	164 SF	74 SF	
17.0 / 18.0	CAPT DORM 1	202 SF	200 SF	INCLUDES BATHROOM AREA
17.0 / 18.0	CAPT DORM 2	202 SF	200 SF	INCLUDES BATHROOM AREA
21.0	B.C. QUARTERS	333 SF	274 SF	INCLUDES BATHROOM AREA AND OFFICE
24.0	STAIR	224 SF	200 SF	
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29.0	FF POLE	16 SF	16 SF	
LEVEL 2		3105 SF	3240 SF	
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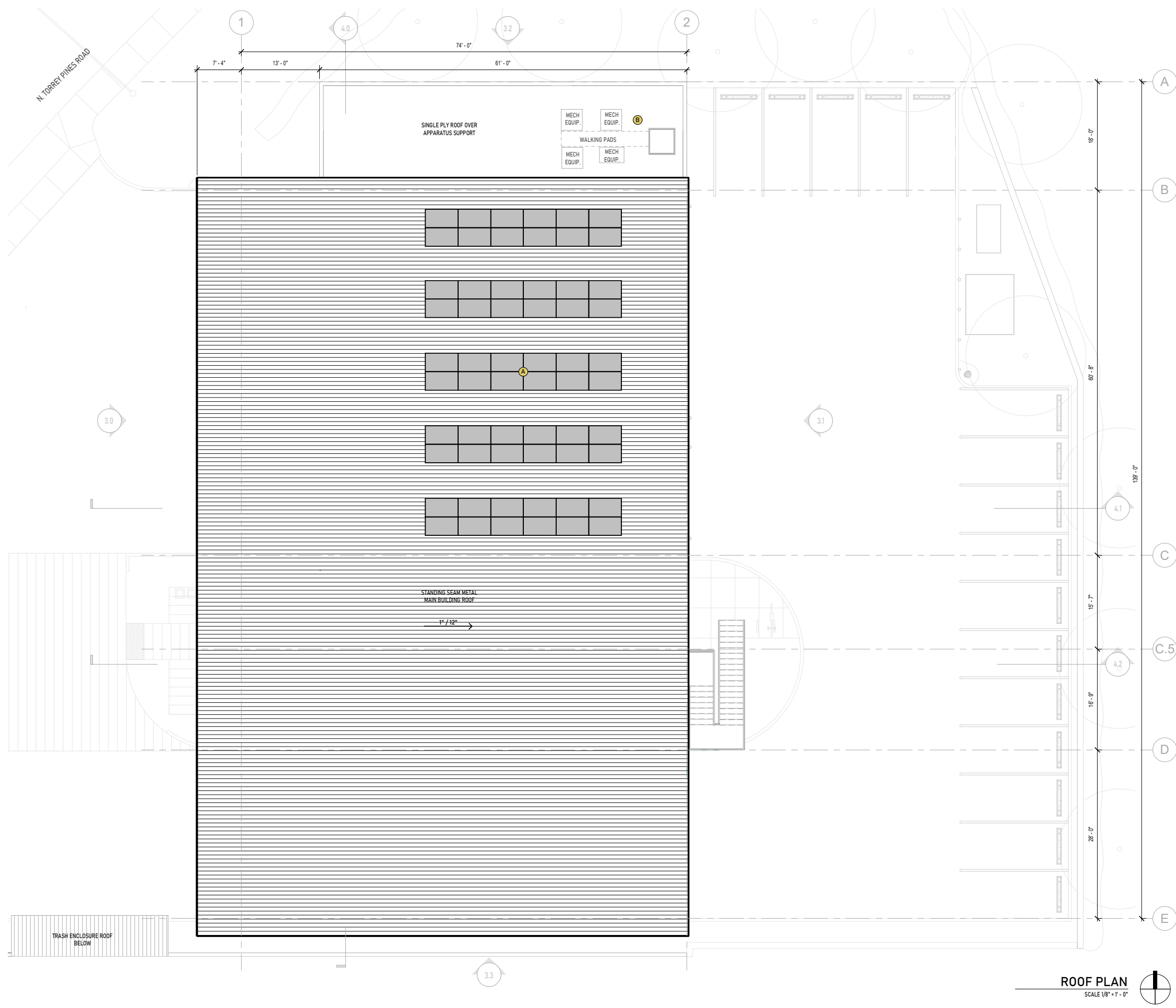
GROSS AREA TABULATION

LEVEL	NAME	AREA
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LEVEL 2	LEVEL 2	4343 SF
TOTAL		12341 SF

NOTE: AREA IS MEASURED TO EXTERIOR FACE OF EXTERIOR WALL. EXTERIOR PATIO AREA EXCLUDED FROM GROSS BUILDING AREA

AREA SUMMARY

	PROPOSED (SF)	MINIMUM REQUIRED (SF)
FIRST FLOOR	7,254	6,976
SECOND FLOOR	3,105	3,240
NSF TOTAL	10,359	10,216
20% GROSSING FACTOR		2,044
GSF TOTAL	12,361	12,260
EXT. PATIO	232 SF	
EXT. STAIR	179 SF	



ENHANCED DESIGN FEATURES

- A** PV PANELS PROVIDE 10% OF THE BUILDING'S ENERGY USE AND ARE A VISUAL DISPLAY OF THE OWNER'S COMMITMENT TO SUSTAINABILITY
- B** ROOFTOP MECHANICAL EQUIPMENT SCREENED BY PARAPET. ACCESS THROUGH ROOF HATCH FROM BELOW.

ROOF PLAN
SCALE 1/8" = 1' - 0"

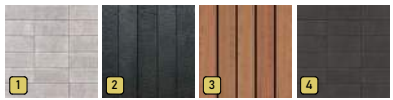


WEST ELEVATION
SCALE 1/8" = 1' - 0"

FEATURES KEY

- A** VISITOR ENTRY PLAZA CREATES A CIVIC SPACE FOR THE PUBLIC
- B** CANOPY AT BUILDING ENTRY
- C** PRIVATE PATIO FOR FIREFIGHTERS WITH OPERABLE GLASS WALL BETWEEN PATIO AND KITCHEN. SCREENING AT A PORTION OF THE PATIO PROVIDES PRIVACY AND SHADE WHILE MAINTAINING VIEWS TOWARDS THE WEST
- D** FEATURE SIGNAGE INTEGRATED WITH BUILDING FACADE
- E** ROOF OVERHANG WITH STAINED WOOD SOFFIT PROVIDES SHADING TO WEST FACADE
- F** SPECIMEN TORREY PINE TREE AT THE VISITOR ENTRY CELEBRATES THE SURROUNDING CONTEXT
- G** LOW-MAINTENANCE DROUGHT TOLERANT AND NATIVE PLANTING BLENDS SEAMLESSLY WITH EXISTING SURROUNDING LANDSCAPE
- H** SAFE AND SEPARATE PEDESTRIAN ENTRY PATH WITH INTEGRATED LIGHTING
- I** HORIZONTAL FORM OF WOOD SCREEN BREAKS DOWN THE SCALE OF THE APPARATUS BAY AND UNITES THE SECOND FLOOR PROGRAM ELEMENTS
- J** DRIVE AISLE TO REAR YARD WITH SECOND FLOOR ABOVE
- K** FIRE STATION DESIGN MAINTAINS THE EXISTING TORREY PINE AND OCEAN SHRUB PLANTING AREAS TO THE NORTH AND SOUTH OF THE PROPERTY ALONG NORTH TORREY PINES ROAD.

MATERIALS KEY

- 1** GROUND-FACE STACKED BOND CMU
 - 2** SHOU SUGI BAN WOOD SCREEN AND SIDING
 - 3** STAINED WOOD SOFFIT
 - 4** PAINTED STACKED CMU
- 



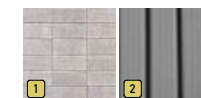
EAST ELEVATION
SCALE 1/8" = 1' - 0"

FEATURES KEY

- A** EXERCISE PATIO WITH GLAZED GARAGE DOOR ACCESS TO EXERCISE ROOM PROVIDES OPTIONAL INDOOR/OUTDOOR USE OF SPACE
- B** STEEL STAIR WITH HIGH PERFORMANCE COATING
- C** VEHICULAR PASS-THROUGH SECURITY SCREEN SHOWN IN UP POSITION.
- D** OVERHEAD INSULATED GARAGE DOORS WITH GLASS LIGHTS AT APPARATUS BAY FOR INCOMING TRUCKS
- E** LOW-MAINTENANCE, DROUGHT-TOLERANT AND NATIVE PLANTING
- F** OPTIONAL LARGE FORMAT GRAPHIC APPLIED TO BUILDING FACADE VISIBLE FROM UC SAN DIEGO CAMPUS. POTENTIAL GRAPHIC SELECTION ACKNOWLEDGES THE ADJACENT UC SAN DIEGO ATHLETIC TRAINING FACILITIES IN THIS AREA OF THE CAMPUS.
- G** SECURE REAR YARD CREATED BY RETAINING WALL, SECURITY SCREEN, AND BUILDING, FOR TRAINING AND FIREFIGHTER PARKING
- H** PV PANELS PROVIDE 10% OF THE BUILDING'S ENERGY USE AND ARE A VISUAL DISPLAY OF THE OWNER'S COMMITMENT TO SUSTAINABILITY
- I** STAINLESS STEEL CABLE RAIL GUARDRAIL PROVIDES FALL PROTECTION AT THE TOP OF THE RETAINING WALL

MATERIALS KEY

- 1** GROUND-FACE STACKED BOND CMU
- 2** STANDING SEAM METAL ROOFING AND SIDING





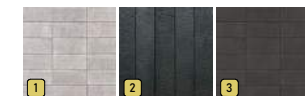
NORTH ELEVATION
SCALE 1/8" = 1' - 0"

FEATURES KEY

- A** LOW-MAINTENANCE, DROUGHT-TOLERANT AND NATIVE PLANTING BLENDS SEAMLESSLY WITH EXISTING SURROUNDING LANDSCAPE
- B** SPECIMEN TORREY PINE TREE AT THE VISITOR ENTRY CELEBRATES THE SURROUNDING CONTEXT (BEYOND)
- C** LANDSCAPED MORTAR COBBLE BROW DITCH CAPTURES STORMWATER
- D** AREA BETWEEN PROPERTY LINE AND NORTH POINT LANE DISTURBED DURING CONSTRUCTION ACTIVITIES WILL BE RESTORED WITH PLANTS THAT CONFORM TO THE UCSD OPEN SPACE PLAN.
- E** STAINLESS STEEL CABLE RAIL GUARDRAIL PROVIDES FALL PROTECTION AT THE TOP OF THE RETAINING WALL
- F** ROOFTOP MECHANICAL EQUIPMENT BEYOND IS CONCEALED FROM VIEW BY PARAPET

MATERIALS KEY

- 1** GROUND-FACE STACKED BOND CMU
- 2** SHOU SUGI BAN WOOD SCREEN AND SIDING
- 3** PAINTED STACKED CMU





TH TORREY
PINES ROAD

NORTH POINT
LANE
(UCSD CAMPUS)

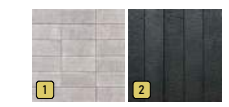
SOUTH ELEVATION
SCALE 1/8" = 1'-0"

FEATURES KEY

- A** CMU SCREEN WALL ALLOWS LIGHT INTO DRIVE AISLE BEYOND WHILE PROVIDING VISUAL INTEREST TO THE ADJACENT TENNIS COURTS
- B** STEEL PILE AND WOOD LAGGING RETAINING WALL PROVIDES SECURITY TO REAR YARD
- C** LANDSCAPED MORTAR COBBLE BROW DITCH CAPTURES STORMWATER
- D** LANDSCAPING OUTSIDE OF PROPERTY LINE BLENDS PROPOSED PLANTING WITH UC SAN DIEGO OPEN SPACE PLAN
- E** SPECIMEN TORREY PINE TREE AT THE VISITOR ENTRY CELEBRATES THE SURROUNDING CONTEXT (BEYOND)
- F** LOW-MAINTENANCE, DROUGHT-TOLERANT AND NATIVE PLANTING BLENDS SEAMLESSLY WITH EXISTING SURROUNDING LANDSCAPE

MATERIALS KEY

- 1** GROUND-FACE STACKED BOND CMU
- 2** SHOU SUGI BAN WOOD SIDING





NORTH - SOUTH SECTION
SCALE 1/8" = 1' - 0"

FEATURES KEY

- A** CLERESTORY WINDOWS OVER APP BAY DOORS INCREASES NATURAL LIGHT IN APP BAY
- B** LARGE OPERABLE GLASS WALL BETWEEN EXTERIOR PATIO AND KITCHEN PROVIDES OPTIONAL INDOOR/OUTDOOR USE OF THE SPACE AND CAPTURES VIEWS TO THE WEST
- C** VEHICULAR PASS-THROUGH SECURITY SCREEN SHOWN IN DOWN POSITION



NORTH TORREY
PINES ROAD

EAST - WEST SECTION AT APPARATUS BAY
SCALE 1/8" = 1' - 0"

FEATURES KEY

- A** STEEL PILE AND WOOD LAGGING RETAINING WALL CREATES A SECURE REAR YARD
- B** STAINLESS STEEL CABLE RAIL GUARDRAIL PROVIDES FALL PROTECTION AT THE TOP OF THE RETAINING WALL LANDSCAPED
- C** MORTAR COBBLE BROW DITCH CAPTURES STORMWATER
- D** DRIVE THROUGH APPARATUS BAY
- E** SECURE FIRE FIGHTER PARKING AT REAR YARD
- F** FIRE HYDRANT FOR TRAINING AT REAR YARD
- G** FUEL TANK



NORTH TORREY
PINES ROAD

NORTH POINT
LANE
(UCSD CAMPUS)

T.O. ROOF
33' - 0"

LEVEL 1
0'-0"

EAST - WEST SECTION AT LIVING AREA
SCALE 1/8" = 1' - 0"

FEATURES KEY

- A STEEL PILE AND WOOD LAGGING RETAINING WALL PROVIDES SECURITY TO REAR YARD
- B GLAZED GARAGE DOOR AT EXERCISE ROOM OPENS TO THE ADJACENT WORKOUT PATIO OUTSIDE
- C ENHANCED WOOD FINISH AT THE WELCOMING LOBBY
- D SCULPTURAL HANGING FEATURE, CURRENTLY DEPICTED AS HANGING FIRE HOSES AND LIGHTING, CONNECTS THE FIREFIGHTER MISSION WITH THE COMMUNITY AT THE LOBBY
- E LARGE OPERABLE GLASS WALL BETWEEN PATIO AND KITCHEN PROVIDE OPTIONAL INDOOR/OUTDOOR USE OF THE SPACE AND CAPTURES VIEWS TO THE WEST
- F FIRE HYDRANT FOR TRAINING AT REAR YARD
- G FUEL TANK



KITCHEN + DINING AREA

FEATURES:

- OVERSIZED KITCHEN ISLAND FOR ADDITIONAL PREP SPACE AND SEATING
- OPERABLE GLASS WALL OPENS KITCHEN TO PATIO BEYOND
- SHIFT SUPPLY PANTRIES WITH AMPLE STORAGE
- NATURAL WOOD MATERIAL AT CEILING AND WALLS AT THE KITCHEN AND PATIO TO SUPPORT THE WELL-BEING OF THE BUILDING OCCUPANTS



LOBBY

FEATURES:

- EXTERIOR ENTRANCE CANOPY
- SCULPTURAL HANGING FEATURE, CURRENTLY DEPICTED AS FIRE HOSES WITH LIGHTING
- HELP WINDOW BETWEEN LOBBY AND WATCH OFFICE

INTERIOR FINISH MATERIALS

Room	Room Name	Floor	Base	Wall	Clg.	Comments
1st Floor						
2.0	Apparatus Bay	SC	RB	CMU-1	EXP	Painted joists and metal deck.
2B/2D	Shop / SCBA	SC	RB	CMU-1/GWB-IR	GWB	
2C	Wash Alcove	SC	RB	CMU-1	GWB	
3.0	Response	SC	RB	CMU-1	GWB	
4.0	Turnout Wash	CT	RB	GWB-IR	GWB	
5.0	Telecom	SDT-1	RB	GWB/PLW	EXP	(1) 6' long wall and (1) 10' long wall to receive 3/4" plywood from 3' to 8'.
5.1	Electrical	SDT-1	RB	GWB/CMU-1	EXP	
6.0	Utility Closet	SC	RB	GWB/CMU-1	GWB	
7.0	Yard Storage Closet	SC	RB	GWB-IR/CMU-1	EXP	
8.0	Locker Turnout	SC	RB	GWB/CMU-1	GWB	
8.0	Cleanup Room (Decon)	SC	RB	GWB	GWB	
9.0	Medical	SC	RB	CMU-1/GWB-IR	GWB	
13.0	Janitor Closet	SC	RB	GWB	EXP	
14.0	Exercise	RUB	RB	CMU-1/GWB-IR	EXP	Rubber up wall 2.5'. Mirror from 2.5' to 7' along length of South Wall.
19.0	Watch Office	PC	RB	GWB	GWB	
20.0	Lobby	PC	RB	SW	SW	Stained Wood Wall Finish at North and East Wall
21.0	Supply	SC	RB	GWB	GWB	
22.0	ADA Restroom	CT	RB	GWB	GWB	4' High Wainscot
26.0	Stair	PC	RB	GWB/CMU-1	OPEN	
28.0	Elevator Equipment	SC	RB	GWB-IR	EXP	
29.0	Fire Fighter Pole	SC	RB	GWB-IR	GWB	
30.0	Vestibule	SC	RB	GWB	GWB	
41.0	Storage	SC	RB	GWB-IR	GWB	
42.0	FF Restroom	CT	CT	GWB	GWB	4' High Wainscot
44.0	Hose Storage	SC	RB	GWB-IR	EXP	
Circulation	Hallways/Corridors	PC	RB	GWB	GWB	
2nd Floor						
10.0/11.0	Kitchen / Dining	RF	RB	SW/GWB	SW	Stained Wood at North Wall and at soffits above cabinets on South and East walls.
12.0	Ready Room	RF	RB	GWB	ACT	
13.0	Janitor Closet	SC	RB	GWB	GWB	4' High Ceramic Tile
15.0	Fire Fighter Dorm	RF	RB	GWB	ACT	Sealed concrete floors. Sound battens on adjoining walls.
16.0	Fire Fighter Shower	CT	CT	GWB	GWB	4' High Wainscot.
17.0	Captain Dorm	RF	RB	GWB	ACT	Sound battens on adjoining walls
18.0	Captain Dorm Restroom	CT	CT	GWB	GWB	4' High Wainscot.
23.0	Battalion Chief Office	RF	RB	GWB	ACT	
23.0	Battalion Chief Dorm	RF	RB	GWB	ACT	
23.0	Battalion Chief Restroom	CT	CT	GWB	GWB	4' High Wainscot.
26.0	Stair	PC	RB	GWB/CMU-1	GWB	
29.0	Fire Fighter Pole	SC	RB	GWB-IR	GWB	
Circulation	Hallways/Corridor	PC	RB	GWB	GWB	

LEGEND

FLOOR	
SC	Exposed Sealed Concrete
PC	Polished Concrete
CT	Ceramic Tile
RF	Resilient Flooring
SDT	Static Dissipative Flooring
RUB	Rubber Flooring, Commercial grade
BASE	
CT	Ceramic base
RB	Rubber base
WALLS	
CT	Ceramic tile
GWB	Gypsum wall board, painted
GWB-IR	Impact resistant GWB, painted
CMU-1	Painted CMU
CMU-2	Ground-face finish CMU
PLW	Plywood Covering
WC	Wall Covering
CEILING	
ACT	Acoustic Ceiling Tile
GWB	Gypsum Board, Painted
SW	Stained Wood Ceiling
EXP	Exposed Structure, Painted

**CITY OF
SAN DIEGO**
TORREY PINES
FIRE STATION

5. CONSTRUCTION PLAN



5. CONSTRUCTION PLAN

5.1.1. Construction approach and methods

CONSTRUCTION APPROACH

Our project approach is based on a deep understanding of the interrelationships of scope, cost, time and value to the owner. The Level 10 | Miller Hull team is built on a culture of commitment, collaboration and a common goal to deliver the most value possible for the Torrey Pines Fire Station project within the project budget and identified time frame. In the following pages we have detailed our project approach in delivering this Class A facility to the San Diego Fire Department and the community. We pride ourselves on our quality control program that sets up project success from the very beginning (checklists and tracking logs) through construction (technologies, subcontractor on-boarding, daily foreman meetings and mock ups). Finally, start-up procedures to successfully transfer the facility to the City are essential.

Level 10 Construction is dedicated to providing the most innovative services by a passionate and creative team. Jerry Kirkland, Project Executive; Dennis Daley, Project Manager; and Tom McGee, Superintendent; will lead our construction team. Our construction approach encompasses a well thought out plan that entails the services listed below:

- Jobsite Supervision and Management
- Site Safety
- Scheduling
- Material Procurement/Tracking
- Shop Drawings and Submittal procedures
- Quality Control
- BIM and MEP Coordination

- Owner Training
- OFCI, OFOI, OFVI Coordination
- MEP Commissioning
- Close-out

TEAM ORGANIZATION

The Design and Construction Team, our core team, will be comprised of Level 10's preconstruction and estimating team who will coordinate with the design team and the construction team from start to finish. This team will be enhanced by our Support Team that provide deep expertise and leadership in BIM execution, scheduling, specification preparation, and safety. Nearly all our team members will be engaged throughout the design and construction of the project to provide continuity and strong foundational relationships. This individual commitment level, along with staffing availability, is listed on each key personnel's resume and based on our experience of what a project of this scale, type and complexity requires.

Project Manager, Dennis Daley; and Design Team Project Manager, Heather Ruszczyk; will work collaboratively with the entire team to maintain the schedule, budget and quality of the project to ensure it meets the City of San Diego's programmatic goals. Scott Wolf, the Lead Designer, brings specific fire station expertise including the National AIA Honor Award winning Mercer Island Fire Station 92. The design team is rounded out by a group of carefully selected consultants who have relevant experience. Superintendent, Tom McGee, will provide invaluable construction expertise throughout the early phases of the work and then coordinate all aspects of construction in the field. These groups will all be supported by our Support Team comprised

5. CONSTRUCTION PLAN

of our Estimator, Specifier, Scheduler, BIM Manager, and Safety Manager.

SITE SAFETY

Safety is our top priority, which is demonstrated by our completion of more than 6 million work hours with zero lost-time incidents. Level 10 has won the CEA President's Award every year since 2014, our first year of eligibility, which is the highest safety honor a general contractor can receive. We have included more detailed information on safety on page 5 of this proposal.

SCHEDULE CONTROL

The schedules for our projects are updated and reviewed during weekly OAC (owner/architect/contractor) meetings. The main focus during the schedule review is to identify upcoming construction activities and potential issues or delays. Critical path items that lag as a result of any particular issue are addressed and a recovery plan is presented and discussed either in the same meeting or in a subsequent meeting(s). We receive constant updates from the field regarding field conditions, subcontractor feedback and the material procurement process. We also hold weekly subcontractor meetings from which we receive individual subcontractor trade feedback on construction status and issues that could potentially impact schedule and material lead times and deliveries. Weekly attention to the schedule, constant communication of the issues, and continuous collaboration with all team members ensure the successful delivery of your projects.

BUDGET CONTROL

Level 10 Construction uses Vista by Viewpoint for project management, job cost and accounting. This system provides a fully integrated technology platform with customizable job cost, progress tracking and progress billing reports.

Level 10 produces, on a monthly basis, a project dashboard that summarizes project performance against key metrics, including costs, schedule, quality and safety.

When a user-generated request to change the scope of work is made during the construction phase of a project, the Level 10 team provides the client with prompt feedback of the cost and schedule impacts of the proposed revision. This ensures that a well-thought-out and timely decision can be made to proceed or not with the proposed change.

DOCUMENT CONTROL

Level 10's project manager project engineer will develop a comprehensive submittal schedule as one of the early upfront activities. This schedule will be reviewed with the design team to coordinate achievable review periods, as well as establish priorities in the project schedule. In the past, we have conducted over-the-shoulder reviews, attended by the architect and designers, and the subcontractors. This collaborative exchange, when appropriate, helps expedite items which have a short turnaround time. All submittals and shop drawings are reviewed for completeness and conformance to the design specifications prior to submission to the design team for their review.

5. CONSTRUCTION PLAN

TECHNOLOGY

Level 10 Construction delivers innovative facilities through utilization of proven technologies and cutting-edge tools to execute the most efficient projects in the industry. Our internal construction technology team meets monthly to review new/existing tools and processes in order to leverage the best tools currently available for use. We take a best-in-class approach to product adoption that fosters an environment of testing and utilizing the best tool for the job at hand.

Our core technologies, which have proven to have a positive effect on our projects' budget, schedule and quality, include:

- PlanGrid on iPads
- Touchplan
- Egnyte Cloud File Sharing
- BIM 360
- iAuditor
- Trimble Total Stations
- BlueBeam
- On Screen Takeoff (OST)
- Google Tools (Drive, Docs, Sheets, Hangouts)

PlanGrid

One thing we know for sure is that over the course of a construction project, change happens. Level 10 Construction uses iPads loaded with PlanGrid, to adapt to changes quickly during construction.

PlanGrid gives our jobsite team the ability to view all the project's blueprints on their iPads, anytime and anywhere. It allows our team to take their iPads into the field and

have the entire set of updated drawings and documents at their fingertips. This application allows us to post Requests for Information (RFIs), submittals and amendments to the documents and drawings to maintain an updated record set. The record set can then be uploaded to the cloud and shared with the entire team so that everyone has the benefit of working off the most current drawing set.

PlanGrid also gives team members the power to tag drawing sheets with notes, photos and videos to build a living plan set. The project's submittals can also be uploaded and hyperlinked to building details for immediate access should a question arise.

Level 10 has partnered with PlanGrid to be in their Alpha test group for their in-platform Revit viewer. We are excited about this partnership and plan to bring this feature to the project if awarded.

Touchplan

As an integral part practicing the Last Planner, we will utilize a planning software called Touchplan. Touchplan is a construction planning and management tool that improves team communication, streamlines project execution, and simplifies the implementation of the last planner system by digitizing the "sticky notes" and seamlessly providing an accurate Weekly Work Plan. Touchplan also provides important performance metrics such as manpower planning, activity variance reports, and weekly work planning / PPC tracking to help us manage the schedule.

Utilizing Touchplan allows us to continuously share the Constraints Log to communicate Critical, Nearing Critical

5. CONSTRUCTION PLAN

and Non-Critical project constraints so that decisions can be focused and made at the last responsible moment.

BIM

Level 10 manages and mitigates risk at all stages of these projects with the use of BIM. Integrated design using BIM with the design-build delivery system allows our team to establish an accurate cost model early in the design phase. Some examples of how BIM mitigated risk includes the following:

- **Planning.** An accurate schedule is the first step in mitigating risk of schedule delays when building a complex building. Utilizing the 3D Model allows the team to better understand the building geometry and constraints and helps us build more accurate schedule sequences.
- **Clash Detection.** By identifying and resolving clashes between elements of the BIM model, the risks associated with materials arriving on site that do not fit can be eliminated. Level 10 will lead the clash detection and coordination process to ensure spatial coordination issues are resolved prior to fabrication and delivery of materials.
- **Offsite Prefabrication.** Reducing the risk of falls, by leveraging the coordinated model, the trades can perform a large portion of the work offsite. Prefabrication is proven to be safer, by building the work at bench height it greatly reduces the amount of work that has to be performed at elevation onsite. Offsite prefabrication also increases quality and reduces the overall schedule by allowing work to be built ahead of time, while the preceding

activities are still being complete on site. Level 10 will utilize the BIM model to develop a safe and cost-effective prefabrication plan.

- **Quality.** Level 10 utilizing BIM in the field to verify that the work is installed per the model. Utilizing BIM 360 or Revit360, on the iPad, our field team has access to the coordinated model to check that the work is installed correctly.

Bluebeam

Level 10 utilizes the Bluebeam Studio Session to prepare the most thorough, organized and efficient constructability reviews. Bluebeam Studio is a cloud-based solution for collaboration. Bluebeam Studio allows Level 10 to securely manage projects digitally from start to finish anywhere, at any time, from a desktop, tablet PC or iPad.

Team members review documents and make comments in a collaborative environment that all users, including the design team and owner can view. The comments are tracked within the application and the report can be issued to the design team with the comments directly on the drawings for quick review by the design team. The process eliminates waste and improves the efficiency of the constructability review process and the end goal of reducing issues during the bidding and construction phases.

Raken: Electronic Daily Reports

Dennis Daley, your proposed Project Manager, works with Raken as a way to streamline the daily reporting function, making it faster, easier, more visible and mobile. Superintendents use their mobile devices to complete their daily reports throughout the day. The time needed to complete is cut in half (30-45 min reduction

5. CONSTRUCTION PLAN

per day) allowing our superintendents and subcontractors to focus on construction in the field. Reports are searchable, photos are automatically synced back to Egnyte, and project notifications are automatically sent to the project team when a safety or delay incident occurs on the project.

QUALITY CONTROL

Quality control begins before construction starts. The Level 10 superintendent and project manager study the project documents in granular detail during the preconstruction stage of the project to understand each subcontractor's scope of work. Quality issues are immediately identified and remediated on the drawings before procurement.

Our quality control program then extends into the submittal process. Level 10 conducts a thorough review of all submittals to ensure accordance with the contract documents before submission to the architect. Copies of all submittals are kept on the jobsite in order for the superintendent to review against the installation. All projects meet client quality metrics.

Level 10 will also identify required mock-ups and first-installed work reviews.

Level 10's Quality Control philosophy is to integrate Quality planning throughout all phases of the project. Our approach to developing and managing a good Quality Control program needs to start early in design so that we can align the owner and design team's expectations into the budget and plan for it in the schedule. A typical quality control plan includes the following key elements:

- Detailed constructability reviews at DD and CD level design drawings to identify key details that heavily influence cost and schedule and look for higher-quality or more cost-effective solutions. Sometimes a simple tweak to a detail can provide the same or better design outcome at a lower cost to the owner.
- Close integration of the Quality plan into the project schedule. It is critical that our schedule clearly identifies a road map and process for shop drawing submittal reviews that points out coordination requirements with adjacent finish submittals. It is important that reveals, light fixtures, mechanical grilles, light switch locations, fire alarm devices, and other scopes of work that have a design relationship are all located and coordinated well in advance of the installation. This will allow us to achieve a high-level of quality while eliminating the risk of rework.
- Developing a cost appropriate plan of mock-ups, samples, first-installed work that works with the project schedule while maximizing the potential impact to save money and align the quality with the team's expectations.

Prior to construction, we develop a Quality Control Plan that communicates the expected quality levels to the subcontractors and serves as our quality checklist during inspections. In addition, as part of the Weekly OAC meetings we conduct a specific quality walk with all team members to ensure the quality goals are being achieved.

5. CONSTRUCTION PLAN

SITE PREPARATION

Our construction approach for this project begins with a detailed plan for the site preparation and site work.

The site preparation consists of fencing install to protect pedestrians and control the access into and out of the site. The sidewalk West of the site will be inside the site fence as will the bike lane on Torrey Pines. This will allow trucks access to and from the site without interfering with traffic on Torrey Pines.

Pedestrian and bike traffic will be diverted at North Point Dr. and at Genesee Ave. to the West side of Torrey Pines. This will be in place for the duration of the project.

Any Torrey Pine trees that are required to be protected in place or removed and boxed will be done at this time.

SITE WORK

With the site fence installed demolition will begin which includes utility safe off, surface demolition, and utility demolition.

Site grading will begin after site demolition and safe off is complete. There is 7,500 cy/ yd of soil to remove from the site which will require 11 days of trucking with 12 trucks. On trucking days the trucks will line up on the sidewalk/bike lane inside the fence for seamless access with traffic flow on Torrey Pines. A flagman will be used on soil trucking days to avoid any traffic congestion.

During site grading the shoring wall work will also begin. This work consists of drilling soldier beams into the ground on the North and East areas of the site. Wood

lagging will be installed as the soil is removed from the area and working down to approximately 20' below the top of the existing hillside of North Point Lane.

OFF SITE WORK

The largest and most concerning portion of the offsite work is the sewer tie in on Torrey pines. The tie in point for the sewer is 1,250 feet South of Torrey Pines and the connection is 25' below the existing grade. This work will be performed at night from 8PM-6AM to minimize impacts to the traffic on Torrey Pines. Once the sewer main is complete the work for the water, fire, reclaimed water, and sewer lateral will be performed. These trenches will be covered with trench plates as they are installed.

After utilities are complete the curb rework for Southbound Torrey Pines turning lane will be removed and replaced. The new traffic signals will also be performed at this time. Near the end of the project the sidewalk and curbs inside the fence line will be replaced with new.

Once all offsite work is complete the T patches will be installed and a rip and reinstall will be performed at the laterals and modified turn lane.

BUILDING CONSTRUCTION

After grading and shoring wall are complete building construction begins. Footings will be dug and site utilities will be installed while footings are ongoing. Footings are placed, steel is installed the block installation begins. Once this is complete the roof trusses, decking, and roofing are installed. This is a milestone to allow for interior construction to begin.

5. CONSTRUCTION PLAN

Interior and finishes will be performed for the last 4 months of the schedule.

Once the CMU installation and site work begins. This includes onsite utilities, flatwork, and landscape.

5.1.2. Plan for phasing of construction activities

PHASING PLAN

Our Phasing Plan has been developed from our Construction Approach and consists of Four major phases visually represented in the graphic table below.

Phase 1 is Mobilization and Earthwork and consists of the following activities:

- Mobilization
- Safe-Off of Existing Utilities as required
- Installation of Temporary Measures such a fencing, site sanitary facilities, site offices, etc.
- Installation of SWPPP Measures
- Demolition of Existing Facilities and Clearing & Grubbing
- Mass Excavation & Shoring

Phase 2 is Offsite Utility & Street Improvements and consists of the following activities:

- Sanitary Sewer Installation
- Water Service Installation
- Dry Utilities
- New Signalization
- Street Improvement

Phase 3 is Onsite Building & Utility Construction and consists of the following major activities:

- All onsite underground utility construction
- Foundation Construction
- Steel Erection
- Masonry Construction
- Roofing Installation
- Façade Construction
- Architectural Build Out & Finishes
- Fire Sprinkler & Alarm Systems
- Plumbing & HVAC Installation
- Electrical Construction
- Low Voltage System Installation

Year/Month	'21	2022											
TPFS Phasing Plan	21	1	2	3	4	5	6	7	8	9	10	11	12
Site Prep													
Site Work													
Offsite Work													
Building Construction													
Site Finishes													
Commissioning/Punch													
Project Complete													

5. CONSTRUCTION PLAN

- Exterior Improvements
- OFCI / OFOI & Furniture Installation

Phase 4 is Systems Start-Up, Commissioning, Owner Training and Building Turn Over:

While the construction is broken up into four phases, construction in phases will be overlapped to take advantage of single subcontractor mobilizations. These advantages have also been reflected in our construction schedule. One example of this will be the offsite and onsite utility work being performed with one mobilization. The offsite utility work will be ongoing during onsite foundation construction and steel erection. This allows the site to be ready to receive the incoming utilities and minimized damages to them from heavy construction operations during concrete and steel phases.

Please refer to our Proposed Construction Schedule and Construction Approach for specific details.

5.1.3. General plan for functional testing and start-up

TESTING AND START-UP

The intent of the commissioning plan is to assure system performance by documenting that all applicable equipment and systems are installed according to the contract documents, manufacturer's recommendation, and industry accepted minimum standards.

The commissioning process also serves as a key component in training the owner's operating personnel to ensure optimal performance of the building systems and equipment by the scheduled occupancy date.

Level 10's commissioning process provides:

- Enhanced communication and coordination between trades during construction and closeout
- Fully documented assurance that all mechanical systems, equipment, controls and safety systems are installed and operating in compliance with the design objectives
- Verification that the operation and maintenance documentation is complete
- Training of facilities and service personnel in the effective operation of controls and systems

Work Included:

The equipment and systems to be commissioned may include:

- Chilled water system and pumps
- Heating hot water systems and pumps
- Chemical water treatment systems
- Supply fans and air-handling units
- Exhaust air systems
- Duct distribution systems
- VAV and CAV terminal units
- Energy Management Systems (EMS), including sequence of operations, seasonal set-backs and routine preventative maintenance scheduling
- Domestic cold & hot water systems (including chlorination and flushing)
- Other systems based on scope of project, such as medical gases

5. CONSTRUCTION PLAN

Equipment Documentation:

Systems and equipment identified for commissioning, and all associated equipment, must be clearly documented. This documentation includes:

- Submittals
- Installation Guides
- Operation & Maintenance (O&M) Guides
- Vendor Start-up Check Lists
- Systems specific drawings that indicated sequence of operations

Most of this material is typically part of the O&M manuals provided with a project's closeout document submittal.

TOP (Turn-Over Package):

All materials—such as drawings, balance/testing reports, O&M manuals, and warranties—shall be collected prior to the final phases of the commissioning process. Level 10 will collaborate with the facilities personnel and third-party commissioning agents to determine the final structure of the TOP.

POST-OCCUPANCY REVIEW AND VERIFICATION

During the first year of occupancy, prior to the seasonal ambient temperature change and near the end of the twelve months of occupancy milestone, the team will perform a field walk with the owner and the commissioning team to review each system's operating performance given the seasonal control system set-backs and modified sequences of operation. This review will focus upon systems operation,

maintenance strategies and energy consumption, verifying that the design was properly implemented.

5.1.4. Proposed safety program

SAFETY PROGRAM

We Practice a Culture of Safety

Safety is our #1 core value. Level 10 maintains one of the best safety records in the industry with an EMR of .59 as a self-performing (structural concrete) General Contractor. As a testament to this statement, Level 10 has recently completed over 6.6-million man hours without a loss time injury.

Our safety culture is rooted in a commitment from the highest level of our organization all the way down to the tradesmen that work for us. Our project teams understand that they are fully accountable for ensuring a safe and productive work environment for all visitors, UCSD students, faculty, staff, as well as the local community members and anyone that is on or near our jobsite. We have a dedicated Safety Department that supports all projects, provides additional training and helps with complex safety planning objectives.

We maintain an industry-leading comprehensive Safety Program that includes Injury and Illness Prevention Program (IIPP), a Safety Pretask Program, Jobsite Storm Water Pollution Protection Programs, Fall Protection/Fall Rescue, Forklift, and Infectious Disease Control Plan. Level 10 has one of the best safety records in the industry. Our safety accomplishments validate this statement:

5. CONSTRUCTION PLAN

- Level 10's EMR is currently 0.59, well below the industry average of 1.0
- We have zero OSHA citations
- We have completed more than 6,600,000 work hours with zero lost-time incidents

A site-specific safety plan will be developed for the Torrey Pines Fire Station project addressing all site-specific issues to be encountered on the project. These include such items site logistics, mustering points, fall protection concerns and all hazards that will occur during the construction process. As the site evolves during the construction process, the site safety plan will adapt to the differing hazards that will occur.

Each person who enters the site will be required to attend safety orientation prior to entering the site. During the orientation, the site-specific safety plan will be reviewed ensuring each employee who enters the site is fully aware of the hazards that are present.

Level 10's Safety Manager, Noe Trujillo, will conduct weekly safety meeting in which all onsite subcontractor employees are required to attend. The topics will range from PPE to Housekeeping and will focus on the hazards existing at the site at this time. In addition, a weekly site evaluation is performed in which our Safety Manager identifies hazards currently existing and works with the project team to remedy these hazards.

To minimize the risk of COVID-19, Level 10 job sites enact the most stringent of CDC (Centers for Disease Control) and state and local government-mandated prevention protocols. Level 10's Infectious Disease Control Plan has utilized the most current information available at the time of this

writing and will be continually updated as new information is available. Our COVID-19 prevention protocols are broken down into the following:

1. Visitor and Vendor Policy
2. Employee Policy
3. Subcontractor Policy
4. Employer Policy/Training
5. Work Practice Controls
6. Job Site and Office Cleaning
7. Job Site Orientations

SAFETY AWARDS

Since its founding in 2011, Level 10 Construction every year has received the highest possible recognition for its safety program, including being awarded the CEA President's Safety Award every year we have been eligible.

At Level 10, safety drives every project decision that is made during preconstruction and construction. Our goal is to ensure the safety and well-being of everyone who is touched by the project, including Owner employees and visitors; Level 10 employees; our design partners, consultants, subcontractors and tradespeople; and the local community.

Level 10 has one of the best safety records in the construction industry. Proof of this statement is in our current safety statistics:

YEAR	EMR	TSIR
2020	0.59	1.0
2019	0.56	1.6
2018	0.60	.96

5. CONSTRUCTION PLAN

5.1.5. Proposed emergency response plan

EMERGENCY RESPONSE PLAN



EAP

Rev.1

EMERGENCY ACTION PLAN (EAP)

In the event of an emergency such as but not limited to: medical, weather related, earthquake, release of gas, structural collapse, bomb threat, active shooter or work-place violence; please follow the following instruction:

Announcement: Level 10 employees will state: “Clear channel ____ for an emergency!” All communication on channel ____ will stop other than those involved in the emergency. To continue non-emergency related communication, go to channel _____. This will initiate coverage of gates to pilot emergency personnel in. Subcontractors will communicate emergency on their channels or by cell phone.

Evacuation: Should an event occur that would require job site evacuation, notification will be _____

Medical

Should a medical emergency occur, all work in the area must stop, ensure area is in a safe condition, assist with medical care (if trained to do so), and secure area for emergency medical personnel.

Non-life threatening medical event will be reported to _____ Safety Manager or _____ Superintendent. Affected employee will be taken to clinic if needed by supervisor or designee.

Life-threatening medical emergency: Call **911** with type of event and specific location. Call _____ Superintendent, that an emergency has occurred and 911 has been called. Do not move injured person, administer first aid/ CPR if trained to do so, and assist emergency personnel when they arrive. Superintendent will direct someone to meet EMS at the gate and guide them in to affected person.

Earthquake

Stay clear of unsecured materials. Find a place of refuge or **Drop, Cover, and Hold-on**. Aftershocks are likely, so wait until all shaking stops to assess situation. Stay clear of trolley over-head catenary lines and power lines.

Severe Wind

Forecasted high winds will trigger a “wind walk” to assure all material is secured. Shut down speeds (crane, man lift etc.) will be in accordance with manufacturer recommendations.



EAP

Rev.1

Fire

In case of small and localized fire, deploy fire extinguisher (if properly trained). **Pull in, Aim** nozzles, **Squeeze** trigger, and **Sweep (PASS)**. When a fire has been discovered that may not be containable, state emergency and location on channel #1 all employees must evacuate the area. Paul Williamson or his designee will contact 911. Do not attempt to put out electrical fire unless power has been verified de-energized.

Bomb Threat

Threats can come in on a phone call, email, text, hand written, or simply as a suspicious package. Each must be dealt with in a specific manner. Notify your Supervisor for further instruction and/or evacuation. Note: Two-way radios and cell phones signals have the potential to trigger an explosive device. Use hardline phones or verbal communications if possible.

Workplace Violence

Verbal Altercations must be defused as soon as possible and documented for disciplinary action. Contact Human Resource.

Physical Altercation-Call 911 if needed, attempt to defuse verbally but do not physically engage.

Armed Threat- See active shooter.

Terrorist Act, or Active Shooter

A terrorist act can fall under bomb threat or even interruption of services. For the purpose of this document see associated threat. For Active Shooter; isolate yourself from active shooter by means of getting out of line of sight, stay clear of shooter vantage points, and taking cover by whatever means is available. You are most vulnerable in open spaces. Be mindful of escape routes. Call 911 with location, number of shooters, description of person(s) and weapons being used. Note: when exiting a building that is surrounded by Law Enforcement, keep empty hands in away from your body so police do not confuse you with a shooter.

Intruder or Security Breach

If there is a suspect intruder contact _____ who will verify whether suspect should be on premises or not. He will call 911 if requires. Do not interact with suspect and stay out of harm's way.

***Evacuation Routes- see site map for egress routes and collection area.**

LEVEL 10 EMERGENCY CONTACT

911		
Tom McGee	Superintendent	(714) 318-2254
Noe Trujillo	Safety Manager	(619) 520-5184
Dennis Daley	Project Manager	(619) 807-8269

5. CONSTRUCTION PLAN

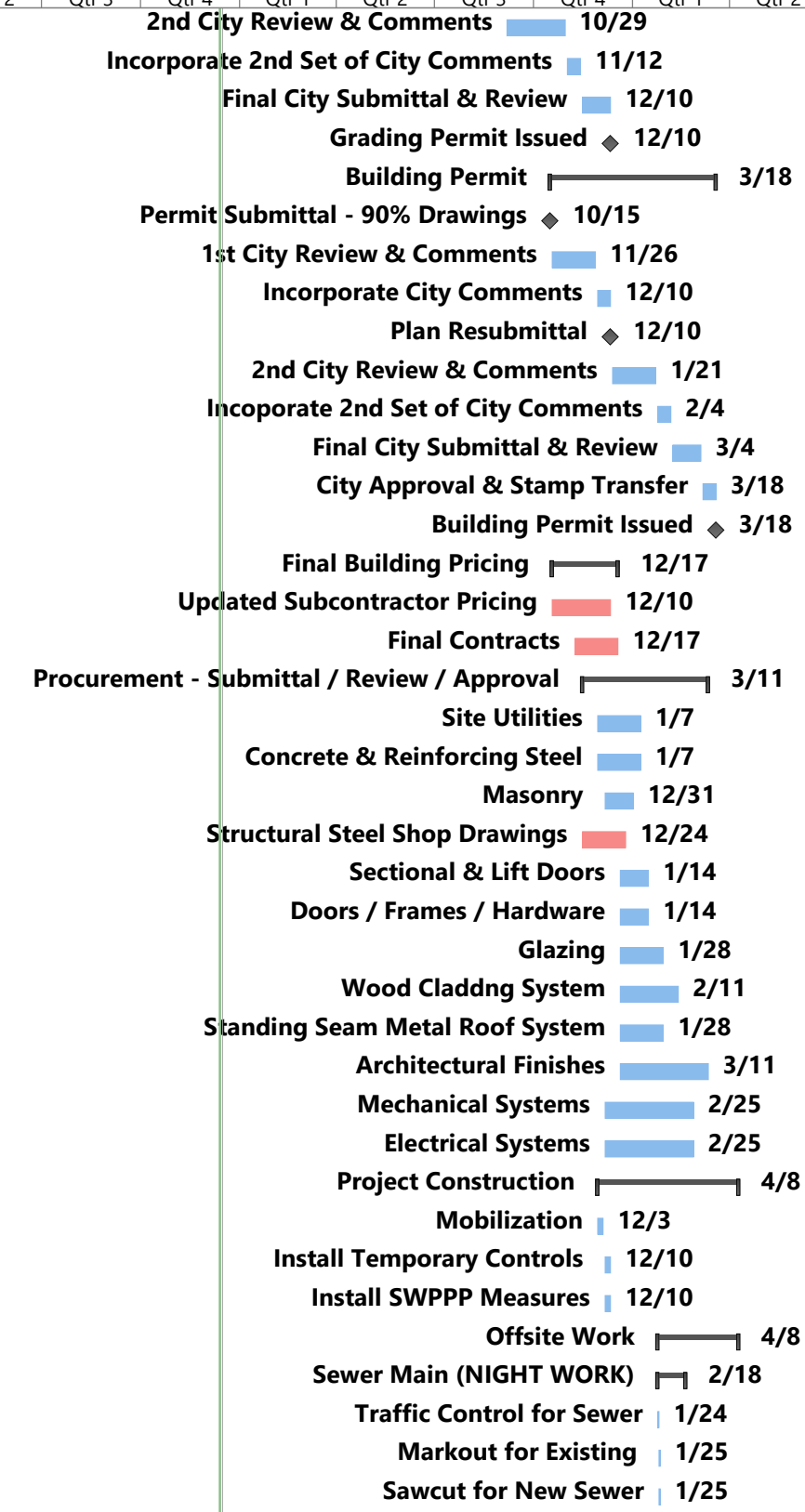
5.1.6. Proposed construction schedule

SCHEDULE

We have developed a detailed project schedule that lays out the road map for a successful completion. Our schedule includes Design and Review periods, Project Permitting including Coastal Permits, Final Project Budgeting and Procurement as well as the project construction.

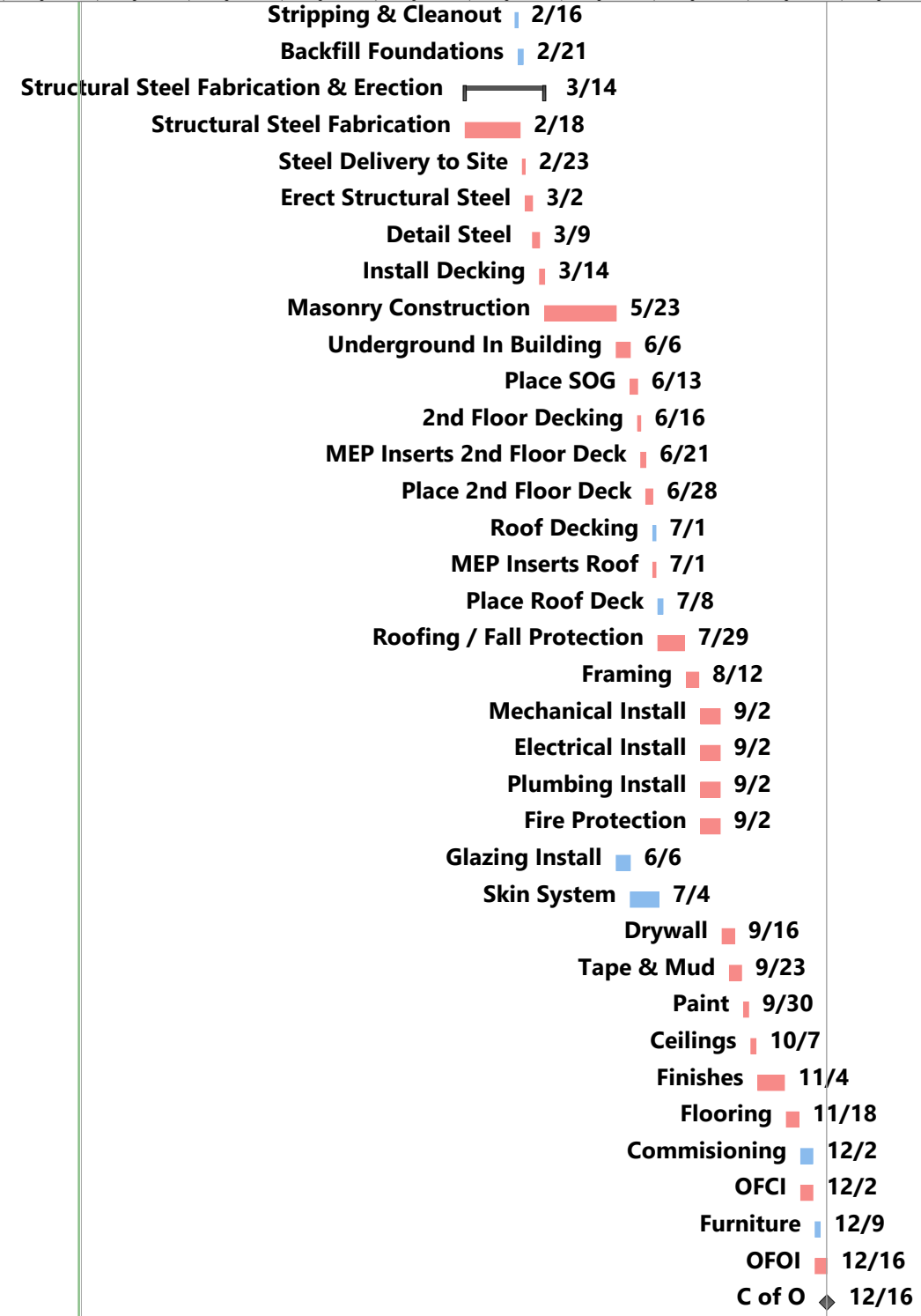


ID	Task Name	Duration	Start	Finish	2020				2021				2022				2023		
					Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1
40	2nd City Review & Comments	40 days	Mon 9/6/21	Fri 10/29/21															
41	Incorporate 2nd Set of City Comments	10 days	Mon 11/1/21	Fri 11/12/21															
42	Final City Submittal & Review	20 days	Mon 11/15/21	Fri 12/10/21															
43	Grading Permit Issued	0 days	Fri 12/10/21	Fri 12/10/21															
44	Building Permit	110 days	Fri 10/15/21	Fri 3/18/22															
45	Permit Submittal - 90% Drawings	0 days	Fri 10/15/21	Fri 10/15/21															
46	1st City Review & Comments	30 days	Mon 10/18/21	Fri 11/26/21															
47	Incorporate City Comments	10 days	Mon 11/29/21	Fri 12/10/21															
48	Plan Resubmittal	0 days	Fri 12/10/21	Fri 12/10/21															
49	2nd City Review & Comments	30 days	Mon 12/13/21	Fri 1/21/22															
50	Incorporate 2nd Set of City Comments	10 days	Mon 1/24/22	Fri 2/4/22															
51	Final City Submittal & Review	20 days	Mon 2/7/22	Fri 3/4/22															
52	City Approval & Stamp Transfer	10 days	Mon 3/7/22	Fri 3/18/22															
53	Building Permit Issued	0 days	Fri 3/18/22	Fri 3/18/22															
54	Final Building Pricing	45 days	Mon 10/18/21	Fri 12/17/21															
55	Updated Subcontractor Pricing	40 days	Mon 10/18/21	Fri 12/10/21															
56	Final Contracts	30 days	Mon 11/8/21	Fri 12/17/21															
57	Procurement - Submittal / Review / Approval	85 days	Mon 11/15/21	Fri 3/11/22															
58	Site Utilities	30 days	Mon 11/29/21	Fri 1/7/22															
59	Concrete & Reinforcing Steel	30 days	Mon 11/29/21	Fri 1/7/22															
60	Masonry	20 days	Mon 12/6/21	Fri 12/31/21															
61	Structural Steel Shop Drawings	30 days	Mon 11/15/21	Fri 12/24/21															
62	Sectional & Lift Doors	20 days	Mon 12/20/21	Fri 1/14/22															
63	Doors / Frames / Hardware	20 days	Mon 12/20/21	Fri 1/14/22															
64	Glazing	30 days	Mon 12/20/21	Fri 1/28/22															
65	Wood Cladding System	40 days	Mon 12/20/21	Fri 2/11/22															
66	Standing Seam Metal Roof System	30 days	Mon 12/20/21	Fri 1/28/22															
67	Architectural Finishes	60 days	Mon 12/20/21	Fri 3/11/22															
68	Mechanical Systems	60 days	Mon 12/6/21	Fri 2/25/22															
69	Electrical Systems	60 days	Mon 12/6/21	Fri 2/25/22															
70	Project Construction	95 days	Mon 11/29/21	Fri 4/8/22															
71	Mobilization	5 days	Mon 11/29/21	Fri 12/3/21															
72	Install Temporary Controls	5 days	Mon 12/6/21	Fri 12/10/21															
73	Install SWPPP Measures	5 days	Mon 12/6/21	Fri 12/10/21															
74	Offsite Work	55 days	Mon 1/24/22	Fri 4/8/22															
75	Sewer Main (NIGHT WORK)	20 days	Mon 1/24/22	Fri 2/18/22															
76	Traffic Control for Sewer	1 day	Mon 1/24/22	Mon 1/24/22															
77	Markout for Existing	1 day	Tue 1/25/22	Tue 1/25/22															
78	Sawcut for New Sewer	1 day	Tue 1/25/22	Tue 1/25/22															



ID	Task Name	Duration	Start	Finish	2020				2021				2022				2023			
					Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	
79	Excavate @ Existing Tie In	2 days	Wed 1/26/22	Thu 1/27/22																
80	Excavate and Install Pipe Towards Site (Traffic Plate)	15 days	Wed 1/26/22	Tue 2/15/22																
81	Backfill & Asphalt	3 days	Wed 2/16/22	Fri 2/18/22																
82	Sewer Main Complete	0 days	Fri 2/18/22	Fri 2/18/22																
83	Laterals to Site (NIGHT WORK)	35 days	Mon 2/21/22	Fri 4/8/22																
84	Sewer Lateral	5 days	Mon 2/21/22	Fri 2/25/22																
85	Fire Lateral	5 days	Mon 2/28/22	Fri 3/4/22																
86	Fire & Water Lateral	5 days	Mon 3/7/22	Fri 3/11/22																
87	Reclaimed Water Lateral	5 days	Mon 3/14/22	Fri 3/18/22																
88	Electrical	10 days	Mon 3/21/22	Fri 4/1/22																
89	Data	5 days	Mon 4/4/22	Fri 4/8/22																
90	Onsite Construction	265 days	Mon 12/13/21	Fri 12/16/22																
91	Mass Excavation / Shoring	30 days	Mon 12/13/21	Fri 1/21/22																
92	Clear & Grub Site & Cut Drilling Bench	3 days	Mon 12/13/21	Wed 12/15/21																
93	Drill & Set H-Piles (Qty 30)	5 days	Thu 12/16/21	Wed 12/22/21																
94	Excavation 1st Lift	4 days	Thu 12/23/21	Tue 12/28/21																
95	Set 1st Lift Wood Lagging	2 days	Wed 12/29/21	Thu 12/30/21																
96	Excavation 2nd Lift	4 days	Fri 12/31/21	Wed 1/5/22																
97	Set 2nd Lift Wood Lagging	2 days	Thu 1/6/22	Fri 1/7/22																
98	Excavation Final Lift	4 days	Mon 1/10/22	Thu 1/13/22																
99	Set Final Wood Lagging	2 days	Fri 1/14/22	Mon 1/17/22																
100	Final Grading	4 days	Tue 1/18/22	Fri 1/21/22																
101	Site Wet Utilities	32 days	Mon 3/21/22	Tue 5/3/22																
102	Sewer to 5' from Building	3 days	Mon 3/21/22	Wed 3/23/22																
103	Fire to Practice Hydrant	3 days	Thu 3/24/22	Mon 3/28/22																
104	Water Meter & BFP	2 days	Tue 3/29/22	Wed 3/30/22																
105	Water to 5' from Building	3 days	Thu 3/31/22	Mon 4/4/22																
106	Fire to Hydrant	2 days	Tue 4/5/22	Wed 4/6/22																
107	Reclaimed Water to Irrigation Meter	3 days	Thu 4/7/22	Mon 4/11/22																
108	Modular Wetlands Excavate & Install	10 days	Tue 4/12/22	Mon 4/25/22																
109	Storm Drain	3 days	Tue 4/26/22	Thu 4/28/22																
110	Gas to Meter & Building	3 days	Fri 4/29/22	Tue 5/3/22																
111	Site Dry Utilities	8 days	Wed 5/4/22	Fri 5/13/22																
112	Data to MPOE	3 days	Wed 5/4/22	Fri 5/6/22																
113	Electrical to SDGE	5 days	Mon 5/9/22	Fri 5/13/22																
114	Foundation Construction	21 days	Mon 1/24/22	Mon 2/21/22																
115	Foundation Excavation	4 days	Mon 1/24/22	Thu 1/27/22																
116	Form & Place Reinforcing Steel / AB's	6 days	Fri 1/28/22	Fri 2/4/22																
117	Pouring Foundations	5 days	Mon 2/7/22	Fri 2/11/22																

ID	Task Name	Duration	Start	Finish	2020				2021				2022				2023			
					Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	
118	Stripping & Cleanout	3 days	Mon 2/14/22	Wed 2/16/22																
119	Backfill Foundations	3 days	Thu 2/17/22	Mon 2/21/22																
120	Structural Steel Fabrication & Erection	56 days	Mon 12/27/21	Mon 3/14/22																
121	Structural Steel Fabrication	40 days	Mon 12/27/21	Fri 2/18/22																
122	Steel Delivery to Site	3 days	Mon 2/21/22	Wed 2/23/22																
123	Erect Structural Steel	5 days	Thu 2/24/22	Wed 3/2/22																
124	Detail Steel	5 days	Thu 3/3/22	Wed 3/9/22																
125	Install Decking	3 days	Thu 3/10/22	Mon 3/14/22																
126	Masonry Construction	50 days	Tue 3/15/22	Mon 5/23/22																
127	Underground In Building	10 days	Tue 5/24/22	Mon 6/6/22																
128	Place SOG	5 days	Tue 6/7/22	Mon 6/13/22																
129	2nd Floor Decking	3 days	Tue 6/14/22	Thu 6/16/22																
130	MEP Inserts 2nd Floor Deck	3 days	Fri 6/17/22	Tue 6/21/22																
131	Place 2nd Floor Deck	5 days	Wed 6/22/22	Tue 6/28/22																
132	Roof Decking	3 days	Wed 6/29/22	Fri 7/1/22																
133	MEP Inserts Roof	3 days	Wed 6/29/22	Fri 7/1/22																
134	Place Roof Deck	5 days	Mon 7/4/22	Fri 7/8/22																
135	Roofing / Fall Protection	20 days	Mon 7/4/22	Fri 7/29/22																
136	Framing	10 days	Mon 8/1/22	Fri 8/12/22																
137	Mechanical Install	15 days	Mon 8/15/22	Fri 9/2/22																
138	Electrical Install	15 days	Mon 8/15/22	Fri 9/2/22																
139	Plumbing Install	15 days	Mon 8/15/22	Fri 9/2/22																
140	Fire Protection	15 days	Mon 8/15/22	Fri 9/2/22																
141	Glazing Install	10 days	Tue 5/24/22	Mon 6/6/22																
142	Skin System	20 days	Tue 6/7/22	Mon 7/4/22																
143	Drywall	10 days	Mon 9/5/22	Fri 9/16/22																
144	Tape & Mud	10 days	Mon 9/12/22	Fri 9/23/22																
145	Paint	5 days	Mon 9/26/22	Fri 9/30/22																
146	Ceilings	5 days	Mon 10/3/22	Fri 10/7/22																
147	Finishes	20 days	Mon 10/10/22	Fri 11/4/22																
148	Flooring	10 days	Mon 11/7/22	Fri 11/18/22																
149	Commisioning	10 days	Mon 11/21/22	Fri 12/2/22																
150	OFCI	10 days	Mon 11/21/22	Fri 12/2/22																
151	Furniture	5 days	Mon 12/5/22	Fri 12/9/22																
152	OFOI	10 days	Mon 12/5/22	Fri 12/16/22																
153	C of O	0 days	Fri 12/16/22	Fri 12/16/22																



5. CONSTRUCTION PLAN

5.1.7. Traffic Control Management

TRAFFIC MANAGEMENT

Traffic control for pedestrians, cyclists, our workers, and traffic are critical for a successful project. This is to keep pedestrians and our workers safe while allowing workflow to continue unimpeded. Our plan includes closing the sidewalk and bike lane on the West side of Torrey Pines Road in order to allow truck access into and out of the site without the need to drive through cyclists or pedestrians. This will be for the duration of the project while the fence is installed. Cyclists and pedestrians will be diverted to the West side of Torrey Pines Road and Genesee Avenue and at UCSD Northpoint Driveway. This will be included in the traffic control plan that is submitted to the City of San Diego.

For utility work in Torrey Pines we will generate specific traffic control plans for multiple phases of this work. Phase 1 is for the sewer tie in required 1,250' South of the site. This plan will shut down 1 lane of Torrey Pines Road and the left turn lane to UCSD North campus. This work will be performed at night from 8AM to 6AM and will be covered with trench plates during the day. Phase 1 also includes the lateral lines for water, fire, reclaimed water, and sewer. This work will also be performed at night and 1 lane will be taken at a time during installation.

Phase 2 of traffic control includes rework of the Southbound Torrey Pines turning lane. This work is planned during the daytime and will affect the right lane of Southbound Torrey Pines Road for a short period of time until demolition is complete. The new traffic

signals will also be installed during this time and will be included in this traffic control plan. Near the end of the project the new sidewalk and curbs will be installed and the asphalt between the laterals will be ripped and reinstalled. This will be nighttime work and take 1-2 lanes at a time depending on how much asphalt is required to be replaced.

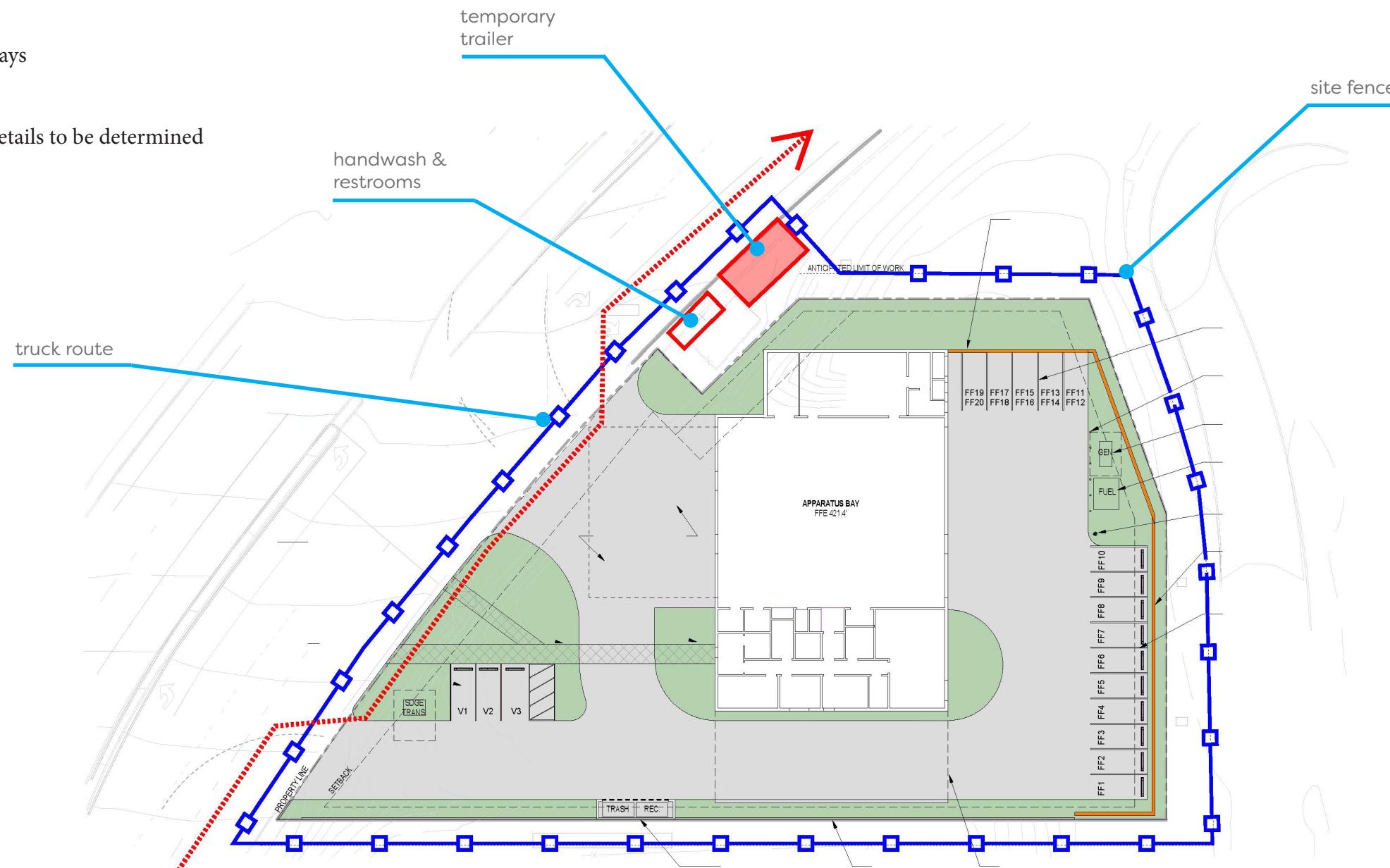
We have included a site logistics plan on the following page.

SITE LOGISTICS PLAN

This will be further developed as we coordinate with the City and UCSD.
Safety is our number one priority for the site logistics for this project.

We will work with stakeholders to further develop this plan that will include:

- onsite laydown areas
- employee parking
- bike routes
- delivery routes
- pedestrian walkways
- signage
- break areas
- other necessary details to be determined



5. CONSTRUCTION PLAN

5.1.8. Community Impact

COMMUNITY IMPACT

Our goal is to minimize any impacts, including any safety concerns to the City, UCSD and local community during the construction of the Torrey Pines Fire Station. In order to effectively communicate the project construction safety, schedule, traffic impacts, site impacts, and noise impacts, we will implement a comprehensive communication plan that will provide awareness to the City, UCSD and the local community of all construction activities at all times. We also look forward to partnering with the City, UCSD and the community into the planning, design and construction process as well. This can include community involvement and education.

Open communication, trust, and transparency is key to ensure a successful construction project where there are possibilities of inconvenience and miscommunication. We will strive to create an open atmosphere and engage in meaningful dialogue in order to connect and educate the community about this very essential project. We can do this by implementing community meetings and engaging the public to showcase the construction work being performed and to help answer questions at the local level. We can conduct workshops as needed based on specific construction activities in order to educate and listen public comments or concerns. We can also help to promote the project goals and understanding to the public. We have experience coordinating with the public to ensure that impacts are mitigated and there is minimal disruption to daily lives and local UCSD operations.

To help in our efforts to openly communicate with public, we have created a website—www.torrey PINES FIRE STATION.INFO—that can provide the following information:

- A live camera feed
- A time-lapse photography of the construction process
- Safety Information
- Schedule Information

Post-construction, the natural landscape and courtyard areas contribute to the local Torrey Pines landscape. Native plant identification can provide another community element to engage visitors in the San Diego landscape.

In developing our Construction Approach we have identified the following major impacts to the community that may result from construction operations. We have identified them below as well as our proposed mitigation measures for the impacts.

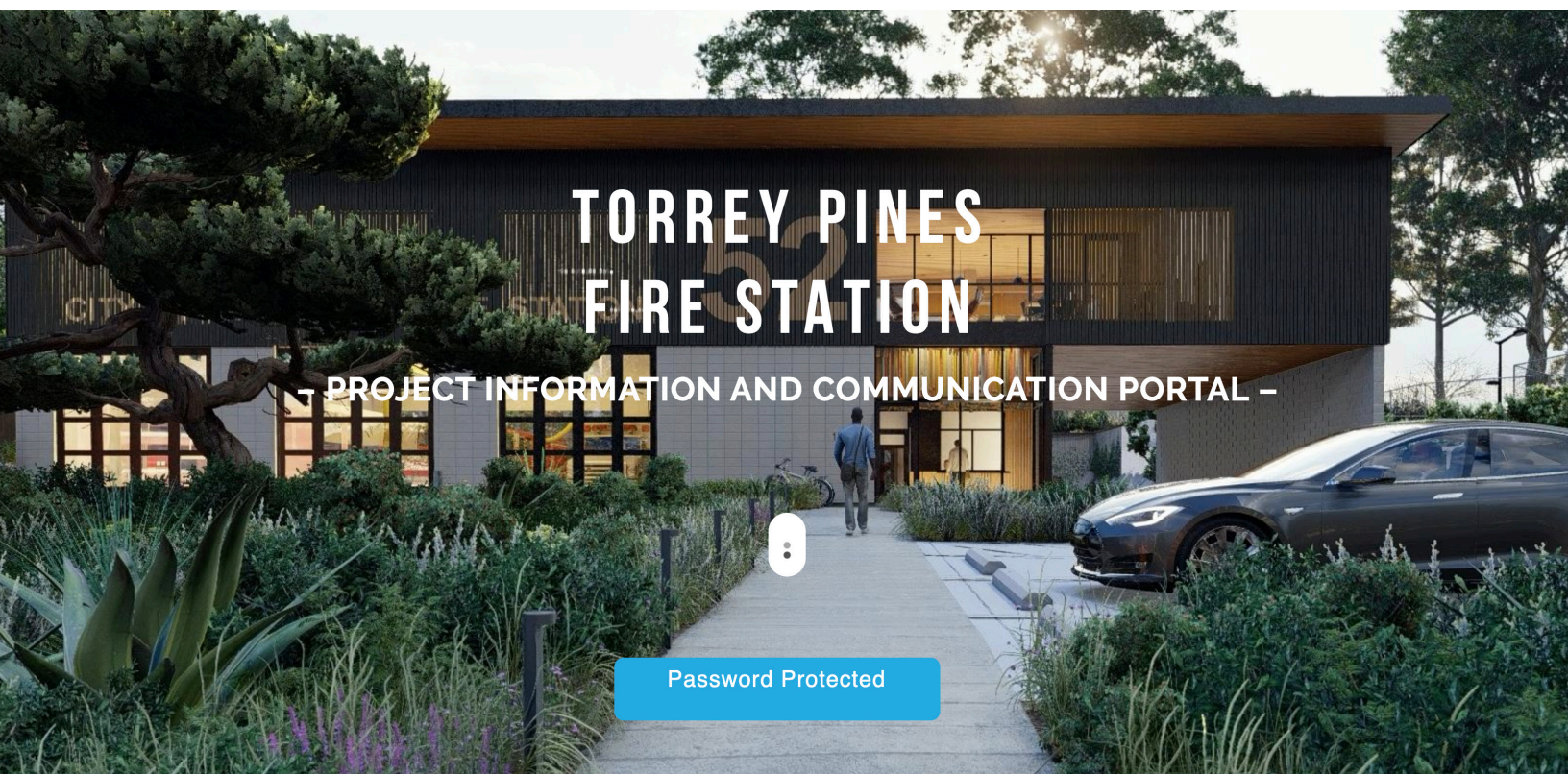
1. **Construction Noise** – Work Hours will be limited to the City of San Diego requirements during the work week as well as weekend. During the offsite utility work in North Torrey Pines Rd., work will be performed in the evenings between the hours of 8pm and 6am.
2. **Construction Traffic** – During offsite utility work, several traffic shifts and plans will be required to ensure minimal disruptions during construction. For onsite work, offsite truck staging areas will be developed during excavation operations to prevent traffic delays on North Torrey Pines Rd. Once the site is at grade, all staging and deliveries will be onsite.

5. CONSTRUCTION PLAN

- 3. Construction Dust** – To mitigate dust during construction, we will develop a robust construction watering & dust control program. This includes continuous site watering, tackifiers to prevent dust, protection of adjacent tennis courts via dust screening, continuous street sweeping to minimize dirt and dust from leaving the site. These are just a few measures that will be reviewed and implemented prior to construction commencing.
- 4. Impact to Existing Torrey Pines** – We propose to develop a tree protection plan that includes extensive tree and root protection, watering plans as well as monitoring tree health. To develop our tree protection plan we will be engaging a certified arborist with extensive experience in this area.

As the project evolves, we will continuously re-evaluate the impacts on the community and address any new items that may develop.

As mentioned above, to ensure that we provide the community with all necessary and pertinent information, we will utilize www.torreypinesfirestation.info to serve as a communication portal for live up-to-date information including Safety, Traffic Control, Schedule, Delivery notifications, Community Bulletins, and Site Specific Information related to the construction of the new fire station.



**CITY OF
SAN DIEGO**
TORREY PINES
FIRE STATION

**6. EQUAL EMPLOYMENT +
CONTRACTING OPPORTUNITY**



LEVEL 10
CONSTRUCTION

MILLER HULL

6. EQUAL EMPLOYMENT AND CONTRACTING OPPORTUNITY

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

6.2. Subcontractor Documentation

REQUIRED EOCP INFORMATION

We have included the required forms and information in the Price Proposal.

	Designation	Percentage Met
1	ELBE	17.15%
2	SLBE	9.03%
3	DVBE	0.77%
	TOTAL	26.95%

SUBCONTRACTOR DOCUMENTATION

Subcontractor documentation is included in the Price Proposal. Please see the following page for a breakdown of ELBE, SLBE and DVBE subcontractors.

6. EQUAL EMPLOYMENT AND CONTRACTING OPPORTUNITY

ELBE		Type of Work	%
1	Alta Land Surveying, Inc.	Surveying	0.26%
2	San Diego Sheet Metal	Sheet Metal Roof	1.71%
3	A Glasco, Inc.	Glazing	1.13%
4	McKinney Contracting, Inc.	Painting	0.86%
5	United Design Group	Signage	0.30%
6	Custom Interiors by Yigael	Window Blinds	0.03%
7	A-1 Fire Protection	Fire Protection	0.58%
8	Cats	Grading & Excavating	2.49%
9	Frank and Son Paving, Inc.	Paving	2.54%
10	Piperin	Site Utilities	7.26%
		ELBE %	17.15%
SLBE		Type of Work	%
1	Rashidah's Unique Broom	Final Clean	0.06%
2	Ranbar Plumbing	Plumbing	2.89%
3	Superior Shoring and Drilling DBA McMahon Engineering Construction	Shoring	1.47%
4	QSB	Site Concrete	2.36%
5	Western Gardens Landscaping	Landscaping	1.60%
6	Whitson Contracting & Management	Erosion Control	0.15%
7	Schmidt Design Group, Inc.	Landscape Design	0.48%
		SLBE %	9.03%
DVBE Disabled Veteran Enterprise		Type of Work	%
1	NOVA	Geotechnical	0.36%
2	NOVA	Testing & Inspections	0.40%
		DVBE %	0.77%

**CITY OF
SAN DIEGO**
TORREY PINES
FIRE STATION

7. CERTIFICATIONS AND FORMS

EL RE STATION 29

7. CERTIFICATIONS AND FORMS

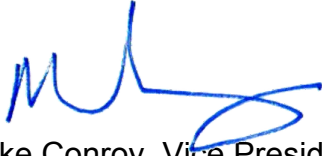
CERTIFICATIONS AND FORMS

The below certifications and forms can be found on the following pages:

- Certifications and Forms Acknowledgement
- Design-Build Proposal
- Proposal - Design-Builder's General Information
- Performance Bond and Labor and Material Men's Bond
- Non-Collusion Affidavit to be Executed by Bidder and Submitted with Bid under 23 United States Code 112 and Public Contract Code 7106 Acknowledgement
- Contractor Certification - Drug-Free Workplace
- Contractor Certification - Americans with Disabilities Act (ADA) Compliance Certification
- Contractor Certification - Contractor Standards - Pledge of Compliance
- Contractor Certification - Equal Benefits Ordinance Certification
- Contractor Certification - Equal Pay Ordinance Certification
- Contractor's Certification of Pending Actions
- Mandatory Disclosure of Business Interests Form
- Debarment and Suspension Certification - Prime Contractor
- Debarment and Suspension Certification - Subcontractors, Suppliers and Manufacturers
- Work Force Report - Level 10 Construction
- Work Force Report - The Miller Hull Partnership, LLP - San Diego
- Work Force Report - The Miller Hull Partnership, LLP - Seattle
- Stipend Agreement

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.



Mike Conroy, Vice President of Operations

DESIGN-BUILD PROPOSAL

1. 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 **Torrey Pines Fire Station Design - Build Contract**.

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

3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.

4. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as The Design-Builder deems necessary.

To all the foregoing, and including all Proposal schedule(s) and information required of the Design-Builder contained in this Proposal Form, said 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: December 15, 2020

The Design-Builder: Level 10 Construction

By:  _____
(Signature)

Title: James F. Evans, Chief Financial Officer

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 _____
- (2) Signature (Given and surname) of proprietor _____
- (3) Place of Business (Street & Number) _____
- (4) City and State _____ Zip Code _____
- (5) Telephone No. _____ Facsimile No. _____
- (6) Email Address _____

IF A PARTNERSHIP, SIGN HERE:

(1) Name under which business is conducted Level 10 Construction

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

Level 10 Management Inc. (General), Level 10 Investments (Limited), Dennis Giles (Limited), James F. Evans (Limited), Paul Moran (Limited), Douglas Collins (Limited), Casey Wend (Limited), Kevin Englund (Limited), Patrick Morrissey (Limited), Leigh Askew (Limited)

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



Full Name and Character of partner

Jay Paul, General Partner

(4) Place of Business (Street & Number) 1050 Enterprise Way, Suite 250

(5) City and State Sunnyvale, CA Zip Code 94089

(6) Telephone No. 408-747-5000 Facsimile No. 408-747-5005

(7) Email Address jevans@level10gc.com

IF A CORPORATION, SIGN HERE:

(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. _____ Facsimile No. _____

(7) Email Address _____

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 CA Contractors License Type B - General Building

LICENSE NO. 967797 EXPIRES 11/30/2021

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000002788

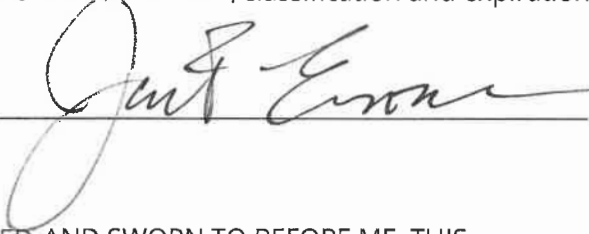
This license classification must also be shown on the front of the proposal envelope. Failure to show license classification on the proposal envelope may cause return of the proposal unopened.

TAX IDENTIFICATION NUMBER (TIN): 45-3369524

E-Mail Address: jevans@level10gc.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  Title Chief Financial Officer

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

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

(NOTARIAL

SEAL)

SEE ATTACHED CERTIFICATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Santa Clara)
On December 14, 2020 before me, Sonia Cassandra Obregon,
Date Here Insert Name and Title of the Officer
personally appeared James F. Evans
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.
Signature _____
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Request for Proposal Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

PERFORMANCE BOND AND LABOR AND MATERIAL MEN'S BOND

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

Level 10 Construction _____, a corporation, as principal, and _____, 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 _____ for the faithful performance of the annexed contract, and in the sum of _____ for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Torrey Pines Fire Station, K-21-1909-DB2-3**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of 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 December 15, 2020

Approved as to Form

Principal
By 
James F. Evans, Chief Financial Officer
Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By _____
Deputy City Attorney

Surety
By _____
Attorney-in-fact

Approved:

By _____
Mayor or Designee

Local Address of Surety

Local Address (City, State) of Surety

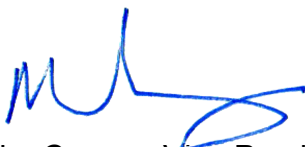
Local Telephone No. of Surety
Premium \$ _____
Bond No. _____

**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.



Mike Conroy, Vice President of Operations

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.



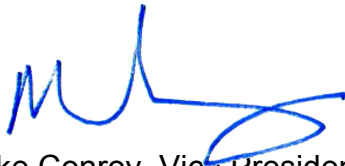
Mike Conroy, Vice President of Operations

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.



Mike Conroy, Vice President of Operations

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.

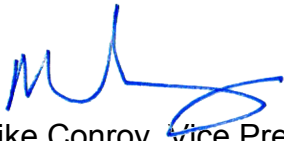


Mike Conroy, Vice President of Operations

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.



Mike Conroy, Vice President of Operations

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.



Mike Conroy, Vice President of Operations

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: Level 10 Construction

Certified By James F. Evans Title Chief Financial Officer


 Signature

Date December 15, 2020

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Level 10 Construction		Level 10 Construction	
Street Address	City	State	Zip
12626 High Bluff Drive, Suite 250	CA		92130
Contact Person, Title		Phone	Fax
Mike Conroy, VP of Operations		858-939-9780	858-408-7488

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

* The precise nature of the interest includes:

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

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

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

Name	Title/Position
Mike Conroy	VP of Operations
City and State of Residence	Employer (if different than Bidder/Proposer)
Carlsbad, CA	
Interest in the transaction	
VP of Operations on this project	

Name	Title/Position
Jerry Kirkland	Project Executive
City and State of Residence	Employer (if different than Bidder/Proposer)
Encinitas, CA	
Interest in the transaction	
Project Executive on this project	

*** 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.

James F. Evans, CFO

Print Name, Title


Signature

December 15, 2020

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.

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

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Level 10 Construction		Level 10 Construction	
Street Address	City	State	Zip
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Contact Person, Title		Phone	Fax
Mike Conroy, VP of Operations		858-939-9780	858-408-7488

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

Name	Title/Position
Dennis Daley	Project Manager
City and State of Residence	Employer (if different than Bidder/Proposer)
Oceanside, CA	
Interest in the transaction	
Project Manager on this project	

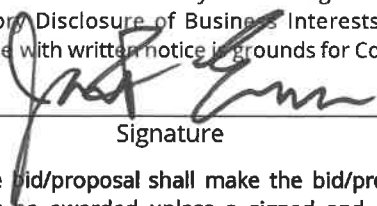
Name	Title/Position
Tom McGee	Superintendent
City and State of Residence	Employer (if different than Bidder/Proposer)
Perris, CA	
Interest in the transaction	
Superintendent on this project	

*** 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.

James F. Evans, CFO

Print Name, Title



Signature

December 15, 2020

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.

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Level 10 Construction		Level 10 Construction	
Street Address	City	State	Zip
12626 High Bluff Drive, Suite 250		CA	92130
Contact Person, Title		Phone	Fax
Mike Conroy, VP of Operations		858-939-9780	858-408-7488

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

* The precise nature of the interest includes:

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

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

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

Name	Title/Position
Kristina Piraino	Project Engineer
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	
Interest in the transaction	
Project Engineer on this project	

Name	Title/Position
Rob Leming	Preconstruction Executive
City and State of Residence	Employer (if different than Bidder/Proposer)
Carlsbad, CA	
Interest in the transaction	
Preconstruction Executive on this project	

*** 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.

James F. Evans, CFO
Print Name, Title


Signature

December 15, 2020
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.

Mandatory Disclosure of Business Interests Form

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12626 High Bluff Drive, Suite 250	CA		92130
Contact Person, Title		Phone	Fax
Mike Conroy, VP of Operations		858-939-9780	858-408-7488

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,
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- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
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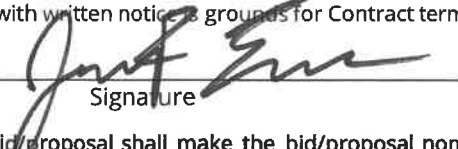
Name	Title/Position
Mason Atkinson	Estimator
City and State of Residence	Employer (if different than Bidder/Proposer)
Encinitas, CA	
Interest in the transaction	
Estimator on this project	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

* Use Additional Pages if Necessary *

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

James F. Evans, CFO
Print Name, Title


Signature

December 15, 2020
Date

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Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Miller Hull Partnership, LLP			
Street Address	City	State	Zip
71 Columbia, Sixth Fl.	Seattle	WA	98104
Contact Person, Title		Phone	Fax
Ron Rochon, Managing Partner		206-682-6837	206-682-5392

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,
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Name	Title/Position
Ronald Rochon	Managing Partner
City and State of Residence	Employer (if different than Bidder/Proposer)
Seattle, WA	
Interest in the transaction	
20% Ownership, Miller Hull Partnership, LLP	

Name	Title/Position
Scott Wolf	Partner
City and State of Residence	Employer (if different than Bidder/Proposer)
Seattle, WA	
Interest in the transaction	
20% Ownership, Miller Hull Partnership, LLP	

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Ron Rochon, FAIA, Managing Partner



11/20/2020

Print Name, Title

Signature

Date

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Name	Title/Position
Sarah Sian Roberts	Partner
City and State of Residence	Employer (if different than Bidder/Proposer)
Mercer Island, WA	
Interest in the transaction	
20% Ownership, Miller Hull Partnership, LLP	

Name	Title/Position
Robert Misel	Partner
City and State of Residence	Employer (if different than Bidder/Proposer)
Vashon Island, WA	
Interest in the transaction	
13.33% Ownership, Miller Hull Partnership, LLP	

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Ron Rochon, FAIA, Managing Partner



11/20/2020

Print Name, Title

Signature

Date

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Mandatory Disclosure of Business Interests Form

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Miller Hull Partnership, LLP			
Street Address	City	State	Zip
71 Columbia, Sixth Fl.	Seattle	WA	98104
Contact Person, Title		Phone	Fax
Ron Rochon, Managing Partner		206-682-6837	206-682-5392

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Name	Title/Position
Ruth Baleiko	Partner
City and State of Residence	Employer (if different than Bidder/Proposer)
Bainbridge Island, WA	
Interest in the transaction	
13.34% Ownership, Miller Hull Partnership, LLP	

Name	Title/Position
Brian Court	Partner
City and State of Residence	Employer (if different than Bidder/Proposer)
Seattle, WA	
Interest in the transaction	
13.33% Ownership, Miller Hull Partnership, LLP	

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Ron Rochon, FAIA, Managing Partner



11/20/2020

Print Name, Title

Signature

Date

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Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Coffman Engineers, Inc.		Coffman Engineers, Inc.	
Street Address	City	State	Zip
1455 Frazee Rd. Ste 600	San Diego	CA	92108
Contact Person, Title		Phone	Fax
Jim Conley, SE, DBIA, Principal, Structural Engineer		619.232.4673	N/A

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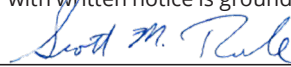
Name	Title/Position
Scott Twele, PE, DBIA	Vice President and Managing Principal, Fire Protection Engineer
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	Coffman Engineers, Inc.
Interest in the transaction	
none	

Name	Title/Position
Jim Conley, SE, DBIA	Principal, Structural Engineer
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	Coffman Engineers, Inc.
Interest in the transaction	
none	

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Scott Twele, PE, DBIA,
Vice President and Managing Principal



11/30/2020

Print Name, Title

Signature

Date

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Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Coffman Engineers, Inc.		Coffman Engineers, Inc.	
Street Address	City	State	Zip
1455 Frazee Rd. Ste 600	San Diego	CA	92108
Contact Person, Title		Phone	Fax
Jim Conley, SE, DBIA, Principal, Structural Engineer		619.232.4673	N/A

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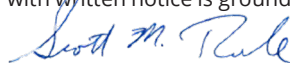
Name	Title/Position
Aman Shah, PE	Fire Protection Engineer
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	Coffman Engineers, Inc.
Interest in the transaction	
none	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

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Scott Twele, PE, DBIA,
Vice President and Managing Principal



11/30/2020

Print Name, Title

Signature

Date

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Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Latitude 33 Planning & Engineering		Latitude 33 Planning & Engineering	
Street Address	City	State	Zip
9968 Hibert Street 2nd Fl. San Diego		California	92131
Contact Person, Title		Phone	Fax
Nicholas J. Psychogios, PE - Principal		858-875-1743	858-751-0634

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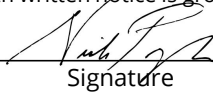
Name	Title/Position
Nicholas J. Psychogios, PE	Principal
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	Latitude 33 Planning & Engineering
Interest in the transaction	
Civil Engineering	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

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Nicholas J. Psychogios, PE - Principal



11/12/2020

Print Name, Title

Signature

Date

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Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Schmidt Design Group, Inc.			
Street Address	City	State	Zip
1310 Rosecrans Street, Suite G	San Diego	California	92106
Contact Person, Title		Phone	Fax
Jeffrey T. (JT) Barr, Vice President		619-236-1462	619-236-8792

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).

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Name	Title/Position
Glen Schmidt	President
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	Schmidt Design Group, Inc.
Interest in the transaction	
59.1% Corporate Owner, Bidder - Schmidt Design Group	

Name	Title/Position
Jeffrey T. (JT) Barr	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	Schmidt Design Group, Inc.
Interest in the transaction	
39% Corporate Owner, Bidder- Schmidt Design Group	

* Use Additional Pages if Necessary *

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Jeffrey T. (JT) Barr, Vice President



11/24/2020

Print Name, Title

Signature

Date

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Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

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Street Address	City	State	Zip
1310 Rosecrans Street, Suite G	San Diego	California	92106
Contact Person, Title		Phone	Fax
Jeffrey T. (JT) Barr, Vice President		619-236-1462	619-236-8792

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Name	Title/Position
Jeff Justus	Technical Principal
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	Schmidt Design Group, Inc.
Interest in the transaction	
1.9% Corporate Owner, Bidder - Schmidt Design Group	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

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Jeffrey T. (JT) Barr, Vice President



11/24/2020

Print Name, Title

Signature

Date

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Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Chen Ryan Associates, Inc.			
Street Address	City	State	Zip
3900 Fifth Avenue, Suite 310	San Diego	CA	92103
Contact Person, Title		Phone	Fax
Stephen Cook, Principal		619-795-6086	N/A

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Name	Title/Position
Stephen Cook	Principal
City and State of Residence	Employer (if different than Bidder/Proposer)
La Mesa, CA	Chen Ryan Associates
Interest in the transaction	
10.2% owner in Chen Ryan Associates	

Name	Title/Position
Matt Capuzzi	Principal
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	Chen Ryan Associates
Interest in the transaction	
21.9% owner in Chen Ryan Associates	

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Stephen Cook



11/12/2020

Print Name, Title

Signature

Date

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Street Address	City	State	Zip
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Contact Person, Title		Phone	Fax
Stephen Cook, Principal		619-795-6086	N/A

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Name	Title/Position
Ross Duenas	Assocaite
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	Chen Ryan Assocaites
Interest in the transaction	
5.9% owner in Chen Ryan Associates	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

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Stephen Cook



11/12/2020

Print Name, Title

Signature

Date

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Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Barnett Quality Control Services, Inc.		NOVA Services, Inc.	
Street Address	City	State	Zip
4373 Viewridge Avenue, Suite B	San Diego	CA	92123
Contact Person, Title		Phone	Fax
Danny J. Barnett, President, CEO		858.292.7575	No Fax

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Name	Title/Position
Danny J. Barnett	President/CEO
City and State of Residence	Employer (if different than Bidder/Proposer)
Poway, CA	Barnett Quality Control Services, Inc. dba NOVA Services, Inc.
Interest in the transaction	
51% majority owner	

Name	Title/Position
Dan Barnett	Principal
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	Barnett Quality Control Services, Inc. dba NOVA Services, Inc.
Interest in the transaction	
49% majority owner	

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Danny J. Barnett, President, CEO _____ 11/12/2020
 Print Name, Title _____ Signature _____ Date _____

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Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
ICF		ICF Jones & Stokes	
Street Address	City	State	Zip
525 B St. #1700, San Diego		CA	92101
Contact Person, Title		Phone	Fax
Trina Fisher, Contracts Administrator		916-231-7636	866-771-9385

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

* The precise nature of the interest includes:

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

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

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

Name	Title/Position
Lance Unverzagt	Senior Project Manager
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	ICF Jones & Stokes
Interest in the transaction	
Project Manager for ICF	

Name	Title/Position
Chad Beckstrom	Senior Managing Director
City and State of Residence	Employer (if different than Bidder/Proposer)
Irvine, CA	ICF Jones & Stokes
Interest in the transaction	
Project Director for ICF	

* 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.

Jodi Young, Manager, Contracts



12/01/2020

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.

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
ELEN CONSULTING INC			
Street Address	City	State	Zip
9150 CHESAPEAKE DR. #220, SAN DIEGO		CA	92123
Contact Person, Title		Phone	Fax
DMITRIY NATHANSON		(619) 550-1085	

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

* The precise nature of the interest includes:

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

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

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

Name	Title/Position
DMITRIY NATHANSON	PRESIDENT
City and State of Residence	Employer (if different than Bidder/Proposer)
SAN DIEGO, CA	
Interest in the transaction	
PROVIDE ELECTRICAL CONSULTING TO PROJECT	

Name	Title/Position
STEPHANE BEAUVAIS	VICE PRESIDENT
City and State of Residence	Employer (if different than Bidder/Proposer)
SAN DIEGO, CA	
Interest in the transaction	
PROVIDE ELECTRICAL CONSULTING TO PROJECT	

* 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.

DMITRIY NATHANSON		12/08/2020
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.

**DEBARMENT AND SUSPENSION CERTIFICATION
PRIME CONTRACTOR
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

EFFECT OF DEBARMENT OR SUSPENSION

To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible- bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): *Bidders* and *contractors* who have been *debarred* or *suspended* are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving *contract* awards, executing *contracts*, participating as a *subcontractor*, employee, agent or representative of another *person* contracting with the City.

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 Names of the Principal Individual owner(s).

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

NAME	TITLE
James F. Evans	Chief Financial Officer
Mike Conroy	VP Operations

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

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:


- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: Level 10 Construction

Certified By James F. Evans Title Chief Financial Officer


Name
Signature

Date December 15, 2020

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

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Rashidah Abdul-Khalig	CEO/Owner, Rashidah's Unique Broom

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Miguel Martinez	Owner/President, Alta Land Surveying, Inc

SUBCONTRACTOR SUPPLIER MANUFACTURER

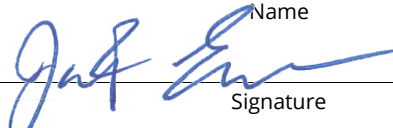
NAME	TITLE
Terry E. Waddington	Owner, Modern Masonry

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Brian Johnson	CFO, Minshew Brothers Steel Construction Inc.

Contractor Name: Level 10 Construction

Certified By James F. Evans Title Chief Financial Officer


 Name
 Signature

Date December 16, 2020

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

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Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
William W. Whitacre	President, DA Whitacre Construction Inc.

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Steve Spooner	Owner, Spooner's Woodworks, Inc.

SUBCONTRACTOR SUPPLIER MANUFACTURER

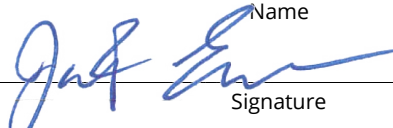
NAME	TITLE
Adam Beamish	President, Mark Beamish Waterproofing, Inc.

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Anthony Zaffuto	CEO, Sylvester Roofing Co., Inc.

Contractor Name: Level 10 Construction

Certified By James F. Evans Title Chief Financial Officer


 Name
 Signature

Date December 16, 2020

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

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Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Alex Chertkov	President, San Diego Sheet Metal Inc.

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Barry Livengood	Owner, A Glasco, Inc.

SUBCONTRACTOR SUPPLIER MANUFACTURER

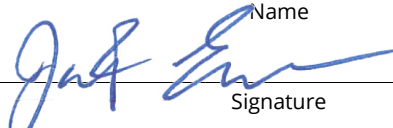
NAME	TITLE
Matthew E. Schmidt	President, CMS Interiors Inc.

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Ross Murray	Owner, Superior Door Systems

Contractor Name: Level 10 Construction

Certified By James F. Evans Title Chief Financial Officer

Name

 Signature

Date December 16, 2020

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
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Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Jim Kasella	President, Anning-Johnson Company

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Scott Wening	Howard's Rug Company

SUBCONTRACTOR SUPPLIER MANUFACTURER


NAME	TITLE
Jennifer McKinney	McKinney Contracting Inc.

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
John Panuzzo	President/COO, United Design Group

Contractor Name: Level 10 Construction

Certified By James F. Evans Title Chief Financial Officer

Name

 Signature

Date December 16, 2020

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
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Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Yigael Spiro	Owner, Custom Interiors by Yigael

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Greg Ergenbright	President, Schindler Elevator Corporation

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Jill McCarty	President, A-1 Fire Protection

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Barry J. Sheerman	President, Ranbar Plumbing Contractors Inc.

Contractor Name: Level 10 Construction

Certified By James F. Evans Title Chief Financial Officer

Name

 Signature

Date December 16, 2020

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
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Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Ryan Rethmeier	President, Western Pump

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Boris Barshak	CEO, Alpha Mechanical

SUBCONTRACTOR SUPPLIER MANUFACTURER

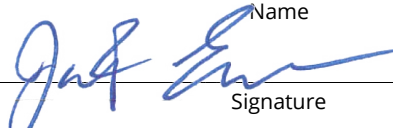
NAME	TITLE
Jeff Storey	President, AAir Purification System

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Ted Baker	President/CEO, Baker Electric Inc.

Contractor Name: Level 10 Construction

Certified By James F. Evans Title Chief Financial Officer


 Name
 Signature

Date December 16, 2020

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
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Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Jon Steinhilber	JJJ Enterprises

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Stephen H. Groves	President, Cats Excavating Inc.

SUBCONTRACTOR SUPPLIER MANUFACTURER

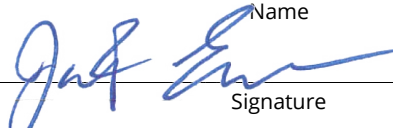
NAME	TITLE
Ashley Collins	President, Superior Shoring and Drilling

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Alicia Vasquez	CEO/President, Frank and Son Paving, Inc.

Contractor Name: Level 10 Construction

Certified By James F. Evans Title Chief Financial Officer


 Name
 Signature

Date December 16, 2020

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
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Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Alicia E. Lowery	President, QSB Construction

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Greg Vasilieff	President, Western Gardens Landscaping

SUBCONTRACTOR SUPPLIER MANUFACTURER

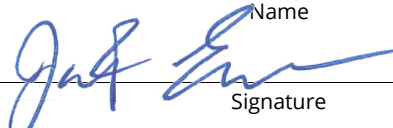
NAME	TITLE
Mitchel Whitson	Owner, Whitson Contracting & Management

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Craig Barry	President, Piperin Corporation

Contractor Name: Level 10 Construction

Certified By James F. Evans Title Chief Financial Officer


 Name
 Signature

Date December 16, 2020

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
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Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Dan Barnett	President/CEO, NOVA Services, Inc.

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Glen Schmidt	President, Schmidt Design Group, Inc.

SUBCONTRACTOR SUPPLIER MANUFACTURER

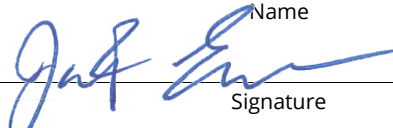
NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Level 10 Construction

Certified By James F. Evans Title Chief Financial Officer


 Name
 Signature

Date December 16, 2020

USE ADDITIONAL FORMS AS NECESSARY*

EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 · San Diego, CA 92101
Phone: (619) 236-6000 · Fax: (619) 236-5904

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Level 10 Construction

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 1050 Enterprise Way, Suite 250

City: Sunnyvale County: Santa Clara State: CA Zip: 94089

Telephone Number: 408-747-5000 Fax Number: 408-747-5005

Name of Company CEO: Dennis Giles

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 12626 High Bluff Drive, Suite 250

City: San Diego County: San Diego State: CA Zip: 92130

Telephone Number: 858-939-9780 Fax Number: 858-408-7488 Email: mconroy@level10gc.com

Type of Business: General Contractor Type of License: B - General Building

The Company has appointed: Tara Connor

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 1050 Enterprise Way, Suite 250, Sunnyvale, CA 94089

Telephone Number: 408-614-7862 Fax Number: 408-747-5005 Email: tconnor@level10gc.com

- One San Diego County (or Most Local County) Work Force - Mandatory
 Branch Work Force *
 Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Level 10 Construction

(Firm Name)

Santa Clara, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 8th day of December, 2020

(Authorized Signature)

James F. Evans

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Level 10 Construction

DATE: 12/8/20

OFFICE(S) or BRANCH(ES): San Diego

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			2	1							15	3		
Professional														
A&E, Science, Computer			2	2					1		9	2		
Technical														
Sales														
Administrative Support				1								4		
Services														
Crafts			1								14			
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column			5	4					1		38	9		
--------------------	--	--	---	---	--	--	--	--	---	--	----	---	--	--

Grand Total All Employees 57

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Level 10 Construction

DATE: 12/8/20

OFFICE(S) or BRANCH(ES): San Diego

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

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- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters	1		4						2		4		3	
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column	1		4						2		4		3	
--------------------	---	--	---	--	--	--	--	--	---	--	---	--	---	--

Grand Total All Employees 14

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--



City of San Diego

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

ADMINISTRATIVE

The objective of the Equal Employment Opportunity Outreach Program, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed Work Force Report (WFR).

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: [] Construction [] Vendor/Supplier [] Financial Institution [] Lessee/Lessor
[X] Consultant [] Grant Recipient [] Insurance Company [] Other

Name of Company: The Miller Hull Partnership, LLP

AKA/DBA:

Address (Corporate Headquarters, where applicable): 71 Columbia, 6th Floor

City: Seattle County: King State: WA Zip: 98104

Telephone Number: (206) 682.6837 FAX Number: (NA)

Name of Company CEO: Ron Rochon, FAIA, Managing Partner

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 4980 North Harbor Drive, Suite 100

City: San Diego County: San Diego State: CA Zip: 92106

Telephone Number: (619) 220.0984 FAX Number: (NA) Email: rrochon@millerhull.com

Type of Business: Limited Liability Partnership Type of License: Architecture

The Company has appointed: Alexa Burke

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 71 Columbia, 6th Floor

Telephone Number: (206) 682.6837 FAX Number: (NA) Email: aburke@millerhull.com

- [] One San Diego County (or Most Local County) Work Force - Mandatory
[X] Branch Work Force *
[] Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of The Miller Hull Partnership, LLP (Firm Name)

San Diego, California hereby certify that information provided (County) (State)

herein is true and correct. This document was executed on this 18th day of November, 2020.

[Signature] uthorized Signature)

Katie Popolow, AIA, Principal (Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: The Miller Hull Partnership, LLP

DATE: 11/18/2020

OFFICE(S) or BRANCH(ES): San Diego

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											1	1		
Professional														
A&E, Science, Computer	1		1			1					7	3	2	
Technical														
Sales												1		
Administrative Support				1										
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1		1	1		1					8	5	2	
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Grand Total All Employees

19

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



City of San Diego

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

ADMINISTRATIVE

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: The Miller Hull Partnership, LLP

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 71 Columbia, 6th Floor

City: Seattle County: King State: WA Zip: 98104

Telephone Number: (206) 682.6837 FAX Number: (NA)

Name of Company CEO: Ron Rochon, FAIA, Managing Partner

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 4980 North Harbor Drive, Suite 100

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Telephone Number: (619) 220.0984 FAX Number: (NA) Email: rrochon@millerhull.com

Type of Business: Limited Liability Partnership Type of License: Architecture

The Company has appointed: Alexa Burke

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

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Telephone Number: (206) 682.6837 FAX Number: (NA) Email: aburke@millerhull.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of The Miller Hull Partnership, LLP
(Firm Name)

San Diego, California hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 18th day of November, 2020.

Katie Popolow
(Authorized Signature)

Katie Popolow, AIA, Principal
(Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: The Miller Hull Partnership, LLP

DATE: 11/18/2020

OFFICE(S) or BRANCH(ES): Seattle, WA

COUNTY: King

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

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OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											9	5		
Professional				1								2		
A&E, Science, Computer		1	2		5	6					18	18	2	1
Technical														
Sales														
Administrative Support											1	3		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column		1	2	1	5	6					28	28	2	1
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Grand Total All Employees	74
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled											1	2		
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

STIPEND AGREEMENT

This stipend agreement [Stipend Agreement] is made and entered into this ___ day of ___, 20xx, by and between The City of San Diego [City], a municipal corporation, and **INSERT NAME OF DB FIRM** [Design-Builder], for the purpose of submitting fully developed proposal for the (Torrey Pines Fire Station) in the amount of Twenty Five Thousand dollars and zero cents (\$25,000). The City and Design-Builder are referred to herein as the "Parties".

RECITALS

- A. On **January 8, 2019**, City issued a Request for Qualifications [RFQ] for the Project. To short list qualified Design-Build teams.
- B. The Request for Proposal [RFP] for **K-21-1909-DB2-3** will require each Design-Builder to complete and deliver a Stipend Agreement to the City within the time frame required to submit a proposal in response to the RFP.
- C. The purpose of the stipend is to encourage competition, increase responsiveness, and obtain higher quality proposals.

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.

STIPEND AGREEMENT

1. Work Product

- 1.1 The City hereby retains Design-Builder to prepare and submit, in response to the RFP, a Technical Proposal that conforms in all material respects to the requirements of the RFP, as determined by the City, and satisfies the provisions set forth in the RFP.
- 1.2 All work performed by Design-Builder and its team members pursuant to this Stipend Agreement shall be considered work for hire, and the Work Product (as defined below) shall become the property of the City without restriction or limitation on its use. Neither Design-Builder nor any of its team members shall copyright any of the material developed under this Stipend Agreement.
- 1.3 Design-Builder agrees that all Work Product is, upon receipt by the City, the property of the City. The term "Work Product" shall mean all submittals made by Design-Builder during the RFP process, including the Proposal, exchanges of information during the pre-proposal and post-proposal period. However, the term "Work Product" shall specifically exclude patented rights in previously existing proprietary technology.
- 1.4 In consideration for the City's agreement to make payment hereunder, Design-Builder agrees that the City shall be entitled to use all Work Product, without any further compensation or consideration to the Design-Builder, in connection with the RFP, the Contract Documents, the Project, and future procurements by the City.

2. Compensation and Payment

2.1 Compensation payable to Design-Builder for the Work Product described herein shall be \$25,000, if all the following conditions are met:

2.1.1 Design-Builder's Proposal was not selected for award.

2.1.2 The Proposal is responsive to the RFP.

2.1.3 The Proposal contains Schematic Design Drawings which shall include, but not be limited to the following:

2.1.3.1 All drawings are to be to scale. Plans and elevations are to be dimensioned. The format of the drawings is at the discretion of the Design-Build Entity [D-BE] Team. These are minimum requirements and additional exhibits, including special design features proposed, may be submitted at the D-BE's discretion. Drawings and massing study model will be displayed for public review and comment in the project web site. The drawings and model will be displayed anonymously for two weeks; therefore, one set of electronic drawings, and the 3-dimensional study model must be provided without any reference to, or identification of the D-BE or any D-BE team member or its consultants/subcontractors.

2.1.3.2 The following schematic architectural drawings and models delineating and detailing design features, materials, and options are required for compliance with this RFP: Submit two (1) set of full-size (D sheet), color drawings, one of which is mounted on foam core boards as described above for use at the D-BE Team presentation, ten (10) half-size, color drawings, and one (1) electronic copy of the drawings.

a. **Site Plan:** a site plan showing all buildings, site features, and on-site improvements at a scale of 1" = 20'-0".

b. **Floor / Space Plans:** a schematic floor plan for each building floor level with general representation of all core elements and structure, and all enclosed spaces at a scale of 1/8" = 1'-0". Show conceptual furniture on floor plans. The space plans shall identify the net square feet allocated to each organizational component listed in the Program Requirements.

c. **Elevations:** a minimum of four (4) color exterior building elevations of the building including indication and Limits of all material types and colors, and any shading devices, at a scale of 1/8" = 1'-0." **Sections:** a minimum of two (2) building cross sections showing the building's elevations in relationship to the other site improvements or ground planes at a scale of 1/8" = 1'-0."

- d. **Interior Perspective:** a minimum of one (1) sketch interior perspective, either freehand or computer generated. **Massing 3-D Study Model:** a 3-D massing study model with ability for public to rotate and explore or a walkthrough video of the proposed building. Include elements adjacent to the building(s) for context and scale. **Other:** diagrams, charts, and photos to further illustrate the proposal are acceptable, but not required.

2.1.4 Design Builder shall make a presentation to the selection panel.

2.1.5 Provide the proposed design and construction schedule.

2.2 The City may pay compensation to Design-Builder under the following conditions:

2.2.1 Design-Builder meeting the criteria identified in Sections 1 and 2, above.

2.2.2 The amount paid under this Stipend Agreement will not exceed \$25,000.

2.2.3 Any Design-Builder wishing to apply for a stipend under Stipend Agreement shall submit the completed Stipend Agreement to the City within 10 days of receipt of the RFP. Eligibility of receipt of a stipend is dependent upon meeting the conditions set forth in this Stipend Agreement.

2.2.4 If the procurement is canceled prior to the Bid Opening Date, Design-Builders will be provided the opportunity, at their option, of delivering to the City the Work Product of their Proposal preparations to date.

There is no specific format required for such Work Product. Those Design-Builders that choose to deliver their Work Product may be paid an amount that the City deems to be appropriate consideration for the Work Product. No portion of the stipend amount will be paid in the event a Design-Builder chooses not to deliver its Work Product.

2.2.5 Invoices must be received within 30 days of notification by the City of eligibility to receive the Stipend. Payment of compensation will be made: within 60 days after receipt of a proper invoice submitted to the City under this section.

3. Indemnification

3.1 Design-Builder shall indemnify, protect, and hold harmless the City and its directors, officers, and employees from, and Design-Builder shall defend at its own expense, all claims, costs, expenses, liabilities, demands, or suits at law or equity arising in whole or in part from the negligence or willful misconduct of Design-Builder or any of its agents, officers, employees, representatives or subcontractors or breach of any Design-Builder's obligations under this Stipend Agreement.

3.2 This indemnity shall not apply with respect to any claims, demands or suits arising from use of the Work Product by the City or its contractors.

4. **Compliance with Laws**

4.1 Design-Builder shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the work performed or paid for under this Stipend Agreement and covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable laws, ordinance, rules, and regulations as they relate to work performed under this Stipend Agreement. Design-Builder agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Stipend Agreement. The Design-Builder agrees (1) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (2) to include a provision similar to that contained in subsection (1) above in any subcontract; and (3) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

5. **Assignment**

5.1 Design-Builder shall not assign this Stipend Agreement without the City's prior written consent. Any assignment of this Stipend Agreement without such consent shall be null and void.

6. **Miscellaneous**

6.1 Design-Builder and the City agree that Design-Builder, its team members, and their respective employees are not agents of the City as a result of this Stipend Agreement.

6.2 All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend and include the singular. All words used in any gender shall extend to and include all genders.

6.3 This Stipend Agreement together with the RFP, as amended from time to time, the provisions which are incorporated herein by reference, embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein or in the RFP. This Stipend Agreement shall supersede all previous communications, representation, or agreements, either verbal or written, between the parties herein.

6.4 It is understood and agreed by the parties hereto that if any part, term, or provision of this Stipend Agreement is held to be illegal or in conflict with any law of the State of California by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Stipend Agreement did not contain the particular part, term, or provisions held to be invalid.

6.5 This Stipend Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this Stipend Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to San Diego Municipal Code section 22.3207, authorizing such execution, and by Design-Builder.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By _____

By _____

Print Name: _____
Mayor or designee

Print Name: _____
Deputy City Attorney

Date: _____

Date: _____

CONTRACTOR

By Level 10 Construction 

Print Name: James F. Evans

Title: Chief Financial Officer

Date: December 15, 2020

City of San Diego License No.: B2013056480

State Contractor's License No.: 967797



Contact:

Mike Conroy

Vice President of Operations

12626 High Bluff Drive, Suite 250

San Diego, CA 92130

858-939-9780

www.level10gc.com

mconroy@level10gc.com

LEVEL 10
CONSTRUCTION

**MILLER
HULL**



LEVEL 10 CONSTRUCTION + MILLER HULL

City of San Diego
RFP No. K-21-1909-DB2-3
PRICING PROPOSAL
Torrey Pines Fire Station
Design-Build Services

December 16, 2020

LEVEL **10**
CONSTRUCTION

MILLER HULL

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of Torrey Pines Fire Station, 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	\$	\$107,250
2	541330	Engineering and Design Services	1	D	LS	\$	\$1,698,560
3	236220	Construction	1		LS	\$	\$11,294,347
4	237110	Phased Paving	1		LS	\$	\$1,739,988
5	236220	Building Permit (EOCP Type I)	1		AL	\$	\$150,000
6		City Contingency (EOC Type II)	1		AL	\$	\$1,000,000
7	541330	SWPPP Development	1	D	LS	\$	\$10,925
8	237310	SWPPP Implementation	1		LS	\$	\$25,000
9	541330	SWPPP Permit Fee (EOC Type I)	1		AL	\$	\$2,000
10	541370	Survey Services	1	D	LS	\$	\$67,800
11	541690	Archaeological and Native American Monitoring Program	1		LS	\$	\$94,934
12	237310	Traffic Control Design	1		LS	\$	\$109,196
13	236220	Furnishing, Fixtures & Equipment	1		AL	\$	\$200,000
TOTAL DESIGN-BUILD BASE PROPOSAL (ITEMS NO 1 THROUGH 13 INCLUSIVE):							\$16,500,000

* Design Element (For City Use)

Total Price for Design-Build Proposal, (items 1 through 13, inclusive) amount written in words:

Design-Builder: Level 10 Construction

Title: James F. Evans, Chief Financial Officer

Signature: 

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

Mike Conroy, Jerry Kirkland

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.

**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 [Ⓛ]	WHERE CERTIFIED [Ⓜ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>RASHIDAH'S UNIQUE BROOM</u> Address: <u>379 61ST STREET</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92114</u> Phone: <u>(619) 347-2434</u> Email: <u>rashidah@akcommercialcleaning.com</u>	CONSTRUCTOR	1000024611	975888	FINAL CLEAN	\$10,377	SLBE	CITY	
Name: <u>ALTA LAND SURVEYING, INC</u> Address: <u>9517 GROSSMONT SUMMIT DRIVE</u> City: <u>LA MESA</u> State: <u>CA</u> Zip: <u>91941</u> Phone: <u>(619) 713-2582</u> Email: <u>jamie@altalandsurveying.com</u>	CONSTRUCTOR	1000007910	N/A	SURVEY	\$42,800	ELBE	CITY	

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

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

Ⓜ As appropriate, Design-Builder shall indicate if Subcontractor is certified by:

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

The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

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

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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 [Ⓛ]	WHERE CERTIFIED [Ⓜ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>MODERN MASONRY</u> Address: <u>1168 GREENFIELD DRIVE</u> City: <u>EL CAJON</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>(619) 447-5438</u> Email: <u>annie@modernmasonry.com</u>	CONSTRUCTOR	100000843	605172	MASONRY	\$495,338			
Name: <u>MINSHEW BROTHERS STEEL CONSTRUCTION, INC.</u> Address: <u>12578 VIGILANTE ROAD</u> City: <u>LAKESIDE</u> State: <u>CA</u> Zip: <u>92040</u> Phone: <u>(619) 561-5700</u> Email: <u>bj@minshewsteel.com</u>	CONSTRUCTOR	1000005496	677945	STRUCTURAL STEEL	\$355,509			

Ⓛ 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		

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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

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

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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 [Ⓛ]	WHERE CERTIFIED [Ⓜ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>MINSHEW BROTHERS STEEL CONSTRUCTION, INC.</u> Address: <u>12578 VIGILANTE ROAD</u> City: <u>LAKESIDE</u> State: <u>CA</u> Zip: <u>92040</u> Phone: <u>(619) 561-5700</u> Email: <u>bj@minshewsteel.com</u>	CONSTRUCTOR	1000005496	677945	METAL DECKING	\$110,750			
Name: <u>D A WHITACRE CONSTRUCTION INC</u> Address: <u>1108 GREENFIELD DRIVE</u> City: <u>EL CAJON</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>(619) 444-4350</u> Email: <u>bill@dawhitacre.com</u>	CONSTRUCTOR	1000008639	468758	WOOD FRAMING	\$396,668			

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

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

Ⓜ As appropriate, Design-Builder shall indicate if Subcontractor is certified by:

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

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 ** TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY****

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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 [Ⓚ]	WHERE CERTIFIED [Ⓜ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>SPOONER'S WOODWORKS, INC.</u> Address: <u>12460 KIRKHAM COURT</u> City: <u>POWAY</u> State: <u>CA</u> Zip: <u>92064</u> Phone: <u>(858) 679-9086</u> Email: <u>rachel.sanabria@spoonerwoodworks.com</u>	CONSTRUCTOR	1000004870	672108	CASEWORK	\$230,955			
Name: <u>MARK BEAMISH WATERPROOFING INC</u> Address: <u>1732 REYNOLDS AVE</u> City: <u>IRVINE</u> State: <u>CA</u> Zip: <u>92614</u> Phone: <u>(714) 575-0018</u> Email: <u>regina@markbeamish.com</u>	CONSTRUCTOR	1000000903	650346	WATER-PROOFING	\$51,703			

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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		

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State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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Name: <u>SYLVESTER ROOFING CO., INC.</u> Address: <u>2255 BARHAM</u> City: <u>ESCONDIDO</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>(760) 743-0048</u> Email: <u>wes@sylvesterroofing.com</u>	CONSTRUCTOR	100006357	516696	ROOFING	\$16,666			
Name: <u>SAN DIEGO SHEET METAL INC.</u> Address: <u>1128 BAY BLVD SUITE G</u> City: <u>CHULA VISTA</u> State: <u>CA</u> Zip: <u>91911</u> Phone: <u>(619) 777-8757</u> Email: <u>alex@sandiegosheetmetal.net</u>	CONSTRUCTOR	1000063457	1047664	SHEET METAL	\$281,355	ELBE	CITY	

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Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
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Service-Disabled Veteran Owned Small Business	SDVOSB		

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Name: <u>A GLASCO, INC.</u> Address: <u>2731 VIA ORANGE WAY STE#101</u> City: <u>SPRING VALLEY</u> State: <u>CA</u> Zip: <u>91978</u> Phone: <u>(619) 670-3000</u> Email: <u>klivengood@aglasco.com</u>	CONSTRUCTOR	1000016883	717090	EXT. GLAZING	\$187,085	ELBE DVBE SDVOSB	CITY CADoGS US Dept. of Veteram Affairs	
Name: <u>CMS INTERIORS INC.</u> Address: <u>6361 NANCY RIDGE DRIVE</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92121</u> Phone: <u>(858) 535-5500</u> Email: <u>marcie@cmsint-inc.com</u>	CONSTRUCTOR	1000005814	871262	DF&H	\$99,664			

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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		

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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

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Name: <u>SUPERIOR DOOR SYSTEMS</u> Address: <u>PO BOX 1386</u> City: <u>EL CAJON</u> State: <u>CA</u> Zip: <u>92022</u> Phone: <u>(619) 562-0224</u> Email: <u>info@sdsystemsinc.com</u>	CONSTRUCTOR	1000007505	736878	COILING DOORS	\$249,795			
Name: <u>ANNING-JOHNSON COMPANY</u> Address: <u>8810 REHCO ROAD, SUITE A</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92121</u> Phone: <u>(858) 457-4505</u> Email: <u>tprado@ansonindustries.com</u>	CONSTRUCTOR	1000000625	52825	DRYWALL	\$312,300			

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Name: <u>CMS INTERIORS INC.</u> Address: <u>6361 NANCY RIDGE DRIVE</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92121</u> Phone: <u>(858) 535-5500</u> Email: <u>marcie@cmsint-inc.com</u>	CONSTRUCTOR	1000005814	871262	ACT	\$22,682			
Name: <u>HOWARD'S RUG COMPANY</u> Address: <u>6110 NANCY RIDGE DRIVE</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92121</u> Phone: <u>(858) 558-3939</u> Email: <u>info@howardsrug.com</u>	CONSTRUCTOR	1000008828	809874	TILE	\$131,502			

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Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
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State of California	CA	U.S. Small Business Administration	SBA

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Name: <u>HOWARD'S RUG COMPANY</u> Address: <u>6110 NANCY RIDGE DRIVE</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92121</u> Phone: <u>(858) 558-3939</u> Email: <u>info@howardsrug.com</u>	CONSTRUCTOR	100008828	809874	FLOORING	\$110,751			
Name: <u>MCKINNEY CONTRACTING, INC.</u> Address: <u>8863 BALBOA AVE. SUITE C</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>(619) 606-2009</u> Email: <u>info@mckinneycontracting.com</u>	CONSTRUCTOR	1000017708	740523	PAINTING	\$141,358	ELBE	CITY	

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Name: <u>UNITED DESIGN GROUP</u> Address: <u>PO BOX 370916</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92137</u> Phone: <u>(619) 490-6173</u> Email: <u>jpanuzzo@udgprojects.com</u>	CONSTRUCTOR	1000061780	1007147	SIGNAGE	\$50,000	ELBE	CITY	
Name: <u>CUSTOM INTERIORS BY YIGAEI</u> Address: <u>2210 ENCINITAS BLVD., SUITE F-2</u> City: <u>ENCINITAS</u> State: <u>CA</u> Zip: <u>92024</u> Phone: <u>(760) 635-0369</u> Email: <u>scyinc@sbcglobal.net</u>	CONSTRUCTOR	1000000384	550885	WINDOW SHADES	\$4,430	ELBE	CITY	

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Name: <u>SCHINDLER ELEVATOR CORPORATION</u> Address: <u>16450 FOOTHILL BLVD, STE 200</u> City: <u>SYLMAR</u> State: <u>CA</u> Zip: <u>91342</u> Phone: <u>(973) 397-6500</u> Email: <u>denis.davis@schindler.com</u>	CONSTRUCTOR	100012845	375733	ELEVATORS	\$90,000			
Name: <u>A-1 FIRE PROTECTION</u> Address: <u>8655 MIRAMAR PLACE</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92121</u> Phone: <u>(858) 623-2733</u> Email: <u>jill@a1fpi.com</u>	CONSTRUCTOR	100002910	388358	FIRE SPRINKLER	\$95,000	ELBE	CITY	

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

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

Ⓜ As appropriate, Design-Builder shall indicate if Subcontractor is certified by:

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

The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

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

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Name: <u>RANBAR PLUMBING CONTRACTORS INC</u> Address: <u>8514 COMMERCE AVE STE B</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92121</u> Phone: <u>(619) 561-3337</u> Email: <u>MEGAN@RANBAR.NET</u>	CONSTRUCTOR	PW-LR-1000460597	844070	PLUMBING	\$476,700	SLBE	CITY	
Name: <u>WESTERN PUMP</u> Address: <u>3235 F STREET</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92102</u> Phone: <u>(619) 239-9988</u> Email: <u>ryanr@westernpump.com</u>	CONSTRUCTOR	1000006997	673853	FUELING SYSTEM	\$64,102			

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

Ⓜ As appropriate, Design-Builder shall indicate if Subcontractor is certified by:

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

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Name: <u>ALPHA MECHANICAL</u> Address: <u>4885 GREENCRAIG LANE</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>(858) 278-3500</u> Email: <u>nlynch@alphamechanical.com</u>	CONSTRUCTOR	1000004947	847444	HVAC	\$487,200			
Name: <u>AAIR PURIFICATION SYSTEM</u> Address: <u>9040 KENAMAR DRIVE #402</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92121</u> Phone: <u>(858) 578-2825</u> Email: <u>terryaps@aol.com</u>	CONSTRUCTOR	1000030031	621360	VEHICLES EXHAUST SYSTEM	\$95,332			

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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		

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State of California's Department of General Services	CADoGS	City of Los Angeles	LA
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Name: <u>BAKER ELECTRIC INC</u> Address: <u>1298 PACIFIC OAKS PLACE</u> City: <u>ESCONDIDO</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>(760) 745-2001</u> Email: <u>accounting@baker-electric.com</u>	CONSTRUCTOR	1000000466	161756	ELECTRICAL	\$933,575			
Name: <u>BAKER ELECTRIC INC</u> Address: <u>1298 PACIFIC OAKS PLACE</u> City: <u>ESCONDIDO</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>(760) 745-2001</u> Email: <u>accounting@baker-electric.com</u>	CONSTRUCTOR	1000000466	161756	PHOTO VOLTAGE	\$110,000			

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Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
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Service-Disabled Veteran Owned Small Business	SDVOSB		

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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

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Name: <u>BAKER ELECTRIC INC</u> Address: <u>1298 PACIFIC OAKS PLACE</u> City: <u>ESCONDIDO</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>(760) 745-2001</u> Email: <u>accounting@baker-electric.com</u>	CONSTRUCTOR	100000466	161756	TRAFFIC SIGNAL	\$431,500			
Name: <u>JJJ ENTERPRISES</u> Address: <u>115 MARKET PLACE</u> City: <u>ESCONDIDO</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>(760) 747-3050</u> Email: <u>petec@jjjent.com</u>	CONSTRUCTOR	1000006040	582169	FIRE ALARM	\$35,872			

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Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
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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
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Name: <u>CATS EXCAVATING INC</u> Address: <u>1944 54TH STREET</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92105</u> Phone: <u>(619) 264-4125</u> Email: <u>catsexcavating@catsge.com</u>	CONSTRUCTOR	1000006066	790422	GRADING	\$410,673	ELBE	CITY	
Name: <u>SUPERIOR SHORING & DRILLING DBA MCMAHON ENGINEERING CONSTRUCTION</u> Address: <u>634 ROCK SPRINGS ROAD</u> City: <u>ESCONDIDO</u> State: <u>CA</u> Zip: <u>92025</u> Phone: <u>(619) 491-9355</u> Email: <u>ashley@shoring-drilling.com</u>	CONSTRUCTOR	1000034207	1009853	SHORING	\$243,000	SLBE	CITY	

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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		

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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

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Name: <u>FRANK AND SON PAVING, INC.</u> Address: <u>PO BOX 698</u> City: <u>BONITA</u> State: <u>CA</u> Zip: <u>91908</u> Phone: <u>(619) 422-8322</u> Email: <u>franknsonpaving@yahoo.com</u>	CONSTRUCTOR	1000009502	612545	AC PAVING	\$419,850	ELBE	CITY	
Name: <u>QSB CONSTRUCTION</u> Address: <u>350 W 9TH AVENUE STE 101</u> City: <u>ESCONDIDO</u> State: <u>CA</u> Zip: <u>92025</u> Phone: <u>(888) 600-1748</u> Email: <u>alicia.lowery@qsbconstruction.com</u>	CONSTRUCTOR	1000004298	956107	SITE CONCRETE	\$435,000	SLBE	CITY	

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Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
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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		

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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

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Name: <u>WESTERN GARDENS LANDSCAPING</u> Address: <u>4616 PANNONIA ROAD</u> City: <u>CARLSBAD</u> State: <u>CA</u> Zip: <u>92008</u> Phone: <u>(760) 720-1459</u> Email: <u>greg@westerngardens.net</u>	CONSTRUCTOR	1000004289	662550	LANDSCAPE	\$264,747	SLBE	CITY	
Name: <u>WHITSON CONTRACTING & MANAGEMENT</u> Address: <u>11021 VIA FRONTERA, SUITE E</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92127</u> Phone: <u>(858) 673-0966</u> Email: <u>audrey@whitsoncm.com</u>	CONSTRUCTOR	PW-LR-1000430875	823289	EROSION CONT.	\$25,000	ELBE	CITY	

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State of California's Department of General Services	CADoGS	City of Los Angeles	LA
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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 [Ⓛ]	WHERE CERTIFIED [Ⓜ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>PIPERIN CORPORATION</u> Address: <u>510 VENTURE ST</u> City: <u>ESCONDIDO</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>(760) 305-7248</u> Email: <u>craig@piperincorp.com</u>	CONSTRUCTOR	1000000485	964028	UTILITIES	\$1,197,322	ELBE	CITY	
Name: <u>NOVA SERVICES, INC.</u> Address: <u>4373 VIEWRIDGE AVE, SUITE B</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>(858) 292-7575</u> Email: <u>djbarnett@usa-nova.com</u>	CONSTRUCTOR	1000007909	N/A	GEOTECHNICAL	\$59,950	DVBE	CADoGS	

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

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

Ⓜ As appropriate, Design-Builder shall indicate if Subcontractor is certified by:

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

The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

**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 [Ⓛ]	WHERE CERTIFIED [Ⓜ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>NOVA SERVICES, INC.</u> Address: <u>4373 VIEWRIDGE AVE, SUITE B</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>(858) 292-7575</u> Email: <u>djbarnett@usa-nova.com</u>	CONSTRUCTOR	100007909	N/A	TESTING & INSPECTIONS	\$66,768	DVBE	CADoGS	
Name: <u>SCHMIDT DESIGN GROUP, INC.</u> Address: <u>1310 ROSECRANS STREET, SUITE G</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92106</u> Phone: <u>(619) 236-1462</u> Email: <u>accounting@schmidt-design.com</u>	DESIGNER	1000030523	2138	LANDSCAPE DESIGN	\$79,700	SLBE	CITY	

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

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

Ⓜ As appropriate, Design-Builder shall indicate if Subcontractor is certified by:

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

The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

NAICS NAICS_Description

Rancho Santa Fe Security Systems, Inc. Phone: (760) 942-0688 Fax:

Denise Korenek jboever@rsfsecurity.com

License Type	Business Status
Goods/Services	Small

NOTE: Selling security alarm systems, such as burglar and fire alarms, along with installation, repair, and monitoring services.

561621 Security Systems Services (except Locksmiths)

Rashidah's Unique Broom, Inc. R.U.B DBA AK Commercial & Construction Cleaning Phone: (619) 347-2434 Fax:

Rashidah Abdul-Khaliq Rashidah@akcommercialcleaning.com

License Type	Business Status
D-63	Small

NOTE: Janitorial services; construction cleaning; final/during/post construction cleaning; janitorial services to construction trailers.

238990 All Other Specialty Trade Contractors

561720 Janitorial Services

REC Consultants, Inc. Phone: (619) 326-6016 Fax: (619) 232-9210

Jason Evans Bruce@rec-consultants.com

License Type	Business Status
CSD-12	Small
CSD-12	Small
CSD-12	Small

NOTE: REC Consultants Inc. provides expertise in all aspects of Civil Engineering / Land Design, Land Surveying, Water Resources, GIS Services, Environmental Planning and Regulatory Compliance.

541330 Engineering Services

541620 Environmental Consulting Services

541370 Surveying and Mapping (except Geophysical) Services

REC Trucking, Inc. Phone: (619) 946-4638 Fax: (619) 946-4654

Rafael Teran rectrucking.inc@gmail.com

License Type	Business Status
CSD-10	Emerging

NOTE: Trucking material and delivery services

484220 Specialized Freight (except Used Goods) Trucking, Local

Red Tail Monitoring & Research, Inc. Phone: (760) 803-5694 Fax:

Clint Linton info@redtailenvironmental.com

License Type	Business Status
Goods/Services	Emerging

NOTE: SLBE CERTIFICATION CREDIT WILL BE APPLIED TO NATIVE AMERICAN, ARCHAEOLOGICAL AND PALEONTOLOGICAL MONITORING, AND GIS SERVICES ONLY

NAICS NAICS_Description

541620 Environmental Consulting Services

541690 Other Scientific and Technical Consulting Services

Allied Geotechnical Engineers, Inc.

Phone: (619) 449-5900 Fax: (619) 449-5902

Sani Sutanto s_sutanto@alliedgeo.org

License Type	Business Status
CSD-12	Small

NOTE: Geotechnical Engineering Services (soil mechanics, geology, engineering geology, hydrogeology and geo-environmental)

541330 Engineering Services

541620 Environmental Consulting Services

541380 Testing Laboratories

Alpers Engineering Group, LLC

Phone: (858) 793-3507 Fax:

Robert Alpers bob@alpersengineering.com

License Type	Business Status
M	Emerging

NOTE: Professional Engineering Services, Energy Analysis, Energy Audits, Building Commissioning, Retro-Commissioning, Forensic Engineering

541330 Engineering Services

Alta Land Surveying, Inc.

Phone: (619) 713-2582 Fax: (619) 579-2582

Miguel Martinez Miguel@altalandsurveying.com

License Type	Business Status
LS	Emerging

NOTE: Land Surveying

541370 Surveying and Mapping (except Geophysical) Services

Alvand Constuction, Inc.

Phone: (858) 668-2830 Fax: (858) 668-2832

Chris Ashtari Alvand77@gmail.com

License Type	Business Status
A	Emerging
B	Emerging

NOTE: General Contractor

238990 All Other Specialty Trade Contractors

236220 Commercial and Institutional Building Construction

Alvarez and Shaw, Inc

Phone: (619) 454-2484 Fax:

David Shaw dshaw@alvarezandshaw.com

License Type	Business Status
A	Emerging

NOTE: General construction, Site work, Concrete, Asphalt, Grading, Excavation, Potholing

238190 Other Foundation, Structure, and Building Exterior Contractors

City of San Diego



**Small Local Business Enterprise (SLBE)
Program Certification**

San Diego Sheet Metal, Inc.

**Emerging Local Business Enterprise (ELBE)
*Specialty Construction***

(NAICS: 332322)

Certification Number: 17SM1681

Effective: 1/22/2020 - 1/22/2022

A handwritten signature in blue ink, appearing to be "C Silva", is positioned above a horizontal line.

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego



**Small Local Business Enterprise (SLBE)
Program Certification**

A Glasco, Inc.

Emerging Local Business Enterprise (ELBE)

Specialty Construction

(NAICS: 238150)

Certification Number: 17AG1481

Effective: 9/22/2019 - 9/22/2021

A handwritten signature in blue ink, appearing to be 'C Silva', is written above a horizontal line.

Christian Silva
Program Manager
Equal Opportunity Contracting

Printed on: 1/8/2020 9:14:53 AM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>

Office of Small Business & DVBE Services

Certification ID: 1788898**Legal Business Name:**

A GLASCO, INC.

Doing Business As (DBA) Name 1:

A GLASCO, INC.

Doing Business As (DBA) Name 2:**Address:**

2731 VIA ORANGE WAY STE#101
 SPRING VALLEY
 CA 91978

Email Address:

klivengood@aglasco.com

Business Web Page:<http://www.aglasco.com>**Business Phone Number:**

619/670-3000

Business Fax Number:

619/670-3088

Business Types:

Construction , Non-Manufacturer , Service

Certification Type	Status	From	To
DVBE	Approved	08/13/2019	08/31/2021
SB(Micro)	Approved	11/15/2018	11/30/2020

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605



**DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington DC 20420**

6/4/2019
In Reply Refer To: **00VE**

Mr. Barry L. Livengood
A Glasco, Inc.
DUNS: 134594956
2731 Via Orange Way, Ste. 101
Spring Valley, CA 91978

Dear Mr. Livengood:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that A Glasco, Inc. has been verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and added to the Vendor Information Pages (VIP) at <https://www.vip.vetbiz.gov/>. A Glasco, Inc. will be eligible to participate in Veterans First Contracting Program opportunities with VA.

This verification is valid for three (3) years from the date of this letter.

Please retain a copy of this letter to confirm A Glasco, Inc.'s continued program eligibility in accordance with 38 Code of Federal Regulations (CFR) § 74.12. You may reapply 120 days prior to your expiration date by logging in to your VIP profile.

To promote A Glasco, Inc.'s verified status, you may use the following link to download the logo for use on marketing materials and business cards: https://www.vetbiz.gov/cve_completed_s.jpg. In addition, please access the following link for information on the next steps and opportunities for verified businesses: <http://www.va.gov/osdbu/verification/whatsNext.asp>.

To ensure that A Glasco, Inc. is correctly listed in the Vendor Information Pages, check A Glasco, Inc.'s profile for the verified logo. Please notify us if the logo is not present within 72 hours of receipt of this letter.

While CVE has confirmed that A Glasco, Inc. is presently, as of the issuance of this notice, in compliance with the regulation, A Glasco, Inc. must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 30 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in A Glasco, Inc. being removed from the VIP Verification Program.

*"World Class Professionals
Enabling Veteran Business Opportunities by Protecting the Veteran Advantage - One Vet at a Time"*

Please be advised all verified businesses may be required to participate in one or more post-verification audits at CVE's discretion. Additionally, this letter and other information pertaining to A Glasco, Inc.'s verification application may be subject to Freedom of Information Act (FOIA) requests. However, FOIA disclosures include exceptions regarding the personal privacy of individuals, and VA policy similarly provides limitations on the release of individual records.

If A Glasco, Inc. receives a negative size determination from the U.S. Small Business Administration (SBA), CVE must act in accordance with 38 CFR § 74.2(e). Also note, if at any time A Glasco, Inc. discovers that it fails to meet the size standards for any NAICS Code(s) listed on its VIP profile, CVE requires such NAICS Code(s) be removed within five (5) business days. If the NAICS Code(s) are not removed within the allotted five (5) business days, CVE may request SBA conduct a formal size determination. In addition, CVE may initiate a referral to OIG, a referral to the Debarment and Suspension Committee, and pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in A Glasco, Inc. being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,

A handwritten signature in black ink that reads "Thomas McGrath". The signature is written in a cursive, flowing style.

Thomas McGrath
Director
Center for Verification and Evaluation

NAICS NAICS_Description

Matalon Architecture & Planning, Inc.

Phone: (858) 483-6587 Fax:

Michael B. Matalon Mbm@matalonarch.com

License Type	Business Status
ARC	Emerging

NOTE: Architectural and Land Planning

541310 Architectural Services

Maxim Construction Company, Inc.

Phone: (619) 990-4245 Fax: (619) 334-1880

Derek Franken derek@maximcci.com

License Type	Business Status
A	Emerging

NOTE: Contractor: Water, sewer, storm drain, etc.

237110 Water and Sewer Line and Related Structures Construction

MBN Group, Inc.

Phone: (858) 678-0150 Fax: (858) 678-0155

Minh Nguyen Mnguyen@mbngroup.net

License Type	Business Status
ARC	Emerging

NOTE: ARCHITECTURAL DESIGN, INTERIOR DESIGN, ADA SURVEYS, CONSTRUCTION DOCUMENTS, DRAFTING, CONSTRUCTION ADMINISTRATION

541310 Architectural Services

541340 Drafting Services

541410 Interior Design Services

McGrath Holdings, Inc. DBA McGrath Consulting

Phone: (619) 443-3811 Fax: (619) 443-3459

Michael McGrath Mwm@mcswwppp.com

License Type	Business Status
Goods/Services	Emerging

NOTE: Water Quality Consulting

541620 Environmental Consulting Services

McKinney Contracting, Inc.

Phone: (619) 606-2009 Fax:

Jason McKinney jason@mckinneycontracting.com

License Type	Business Status
B	Emerging
C-33	Emerging
D-38	Emerging

NOTE: GENERAL BUILDING CONTRACTOR, SAND AND WATER BLASTING, PAINTING AND DECORATING

238320 Painting and Wall Covering Contractors

238220 Plumbing, Heating, and Air-Conditioning Contractors

City of San Diego



**Small Local Business Enterprise (SLBE)
Program Certification**

United Design Group, Inc.

**Emerging Local Business Enterprise (ELBE)
*Specialty Construction***

(NAICS: 339950)

Certification Number: 17UD1691

Effective: 3/5/2020 - 3/5/2022

A handwritten signature in blue ink, appearing to be 'C Silva', is positioned above a horizontal line.

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego



**Small Local Business Enterprise (SLBE)
Program Certification**

Custom Interiors by Yigael, Inc

**Emerging Local Business Enterprise (ELBE)
*Specialty Construction***

(NAICS: 314120, 238390)

Certification Number: 13YS0961

Effective: 6/30/2019 - 6/30/2021

A handwritten signature in blue ink, appearing to be 'C. Silva', is positioned above a horizontal line.

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego



**Small Local Business Enterprise (SLBE)
Program Certification**

A-1 Fire Protection, Inc.

Emerging Local Business Enterprise (ELBE)

Specialty Construction

(NAICS: 238220)

Certification Number: 10A10004

Effective: 10/2/2020 - 10/2/2022

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego



**Small Local Business Enterprise (SLBE)
Program Certification**

**Ranbar Plumbing Contractors, Inc
Small Local Business Enterprise (SLBE)
*Specialty Construction***

(NAICS: 238220)

Certification Number: 17RP1660

Effective: 9/26/2019 - 9/26/2021

Christian Silva
Program Manager
Equal Opportunity Contracting

NAICS NAICS_Description

Cats Excavating, Inc.	Phone: (619) 264-4125	Fax: (619) 264-7566				
Stephen H. Groves catsexcavatinginc@yahoo.com	<table border="1"> <thead> <tr> <th>License Type</th> <th>Business Status</th> </tr> </thead> <tbody> <tr> <td>C-12</td> <td>Emerging</td> </tr> </tbody> </table>		License Type	Business Status	C-12	Emerging
License Type	Business Status					
C-12	Emerging					
NOTE: Grading 238910 Site Preparation Contractors						

Cavlina Trucking, LLC	Phone: (619) 820-9778	Fax:				
Ante Cavlina cavlinatrucking@yahoo.com	<table border="1"> <thead> <tr> <th>License Type</th> <th>Business Status</th> </tr> </thead> <tbody> <tr> <td>Goods/Services</td> <td>Emerging</td> </tr> </tbody> </table>		License Type	Business Status	Goods/Services	Emerging
License Type	Business Status					
Goods/Services	Emerging					
NOTE: Super 10 dump trucks, hauling construction debris, aggregate, and material 484110 General Freight Trucking, Local						

CGK Consulting Group, Inc	Phone: (858) 598-4867	Fax:				
Michael Carlomagno macarlomagno@cgk-consulting.com	<table border="1"> <thead> <tr> <th>License Type</th> <th>Business Status</th> </tr> </thead> <tbody> <tr> <td>M</td> <td>Emerging</td> </tr> </tbody> </table>		License Type	Business Status	M	Emerging
License Type	Business Status					
M	Emerging					
NOTE: Engineering consulting services for construction industry 541330 Engineering Services						

Chen Ryan Associates, Inc.	Phone: (619) 795-6086	Fax:										
Monique Chen Mchen@chenryanmobility.com	<table border="1"> <thead> <tr> <th>License Type</th> <th>Business Status</th> </tr> </thead> <tbody> <tr> <td>T</td> <td>Small</td> </tr> <tr> <td>T</td> <td>Small</td> </tr> <tr> <td>CSD-12</td> <td>Small</td> </tr> <tr> <td>CSD-12</td> <td>Small</td> </tr> </tbody> </table>		License Type	Business Status	T	Small	T	Small	CSD-12	Small	CSD-12	Small
License Type	Business Status											
T	Small											
T	Small											
CSD-12	Small											
CSD-12	Small											
NOTE: Traffic engineering, design, and transportation planning services 541340 Drafting Services 541330 Engineering Services												

Chris Marquart DBA Code 3 Media	Phone: (760) 621-3930	Fax:				
Chris Marquart chris@mediamarq.com	<table border="1"> <thead> <tr> <th>License Type</th> <th>Business Status</th> </tr> </thead> <tbody> <tr> <td>Goods/Services</td> <td>Emerging</td> </tr> </tbody> </table>		License Type	Business Status	Goods/Services	Emerging
License Type	Business Status					
Goods/Services	Emerging					
NOTE: Aerial and Ground Photo, Video, Data, Reconnaissance, 2D/3D mapping 238990 All Other Specialty Trade Contractors 541922 Commercial Photography						

City of San Diego



**Small Local Business Enterprise (SLBE)
Program Certification**

**Superior Shoring and Drilling DBA McMahon Engineering
Construction**

**Small Local Business Enterprise (SLBE)
*General Construction***

(NAICS: 238990)

Certification Number: 17SS1494

Effective: 1/3/2020 - 1/3/2022

**Christian Silva
Program Manager
Equal Opportunity Contracting**

NAICS NAICS_Description

Fordyce Construction, Inc. Phone: (619) 449-4272 Fax: (619) 449-1930

Krista Fordyce Kfordyce@fordyceconstruction.com

License Type	Business Status
A	Small
B	Small

NOTE: General Construction

- 236220 Commercial and Institutional Building Construction
- 236210 Industrial Building Construction

Form/Work Landscape Architecture Phone: (619) 269-4423 Fax:

Michael Vail mike@formwork-la.com

License Type	Business Status
LA	Emerging

NOTE: Landscape Architecture

- 541320 Landscape Architectural Services

Franco Barnaba DBA Contemporary Design Landscape Phone: (760) 480-9738 Fax: (760) 761-3582

Franco Barnaba fbarnaba@hotmail.com

License Type	Business Status
C-27	Small

NOTE: Landscape maintenance

- 561730 Landscaping Services

Frank and Son Paving, Inc. Phone: (619) 422-8322 Fax: (619) 420-9020

Alicia T. Vasquez franknsonpaving@yahoo.com

License Type	Business Status
C-12	Emerging
A	Emerging

NOTE: Asphalt paving, seal coating, street repairs, and paving lots

- 238990 All Other Specialty Trade Contractors
- 237310 Highway, Street, and Bridge Construction

G. Scott Asphalt, Inc. Phone: (619) 420-1854 Fax: (619) 420-1859

Daniel C. Wemple Danc@asphaltrepairs.com

License Type	Business Status
C-12	Small

NOTE: Asphalt repair and maintenance, convetional and rubberized slurry seal, parking lot seal

- 238990 All Other Specialty Trade Contractors
- 237310 Highway, Street, and Bridge Construction

City of San Diego



**Small Local Business Enterprise (SLBE)
Program Certification**

QSB Construction

**Small Local Business Enterprise (SLBE)
*General Construction***

(NAICS: 238110)

Certification Number: 13QCo829

Effective: 10/15/2020 - 10/15/2022

A handwritten signature in blue ink, appearing to be 'C Silva', is positioned above a horizontal line.

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego



**Small Local Business Enterprise (SLBE)
Program Certification**

Western Gardens Landscaping, Inc.

Small Local Business Enterprise (SLBE)

Specialty Construction

(NAICS: 561730)

Certification Number: 13WG0811

Effective: 9/14/2020 - 9/14/2022

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego



**Small Local Business Enterprise (SLBE)
Program Certification**

**Whitson Contracting & Management, Inc.
Emerging Local Business Enterprise (ELBE)
*General Construction***

(NAICS: 237110, 541620)

Certification Number: 12WCo668

Effective: 8/7/2020 - 8/7/2022

A handwritten signature in blue ink, appearing to be 'C. Silva', is written above a horizontal line.

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego



**Small Local Business Enterprise (SLBE)
Program Certification**

Piperin Corporation

Emerging Local Business Enterprise (ELBE)

General Construction

(NAICS: 237110, 237310, 237990)

Certification Number: 12PC0553

Effective: 10/2/2020 - 10/2/2022

A handwritten signature in blue ink, appearing to be 'C Silva', is positioned above a horizontal line.

Christian Silva
Program Manager
Equal Opportunity Contracting

Certification Profile

State of California Certification



Certification ID : 1733688

Legal Business Name

BARNETT QUALITY CONTROL SERVICES, INC.

Doing Business As (DBA) Name1

NOVA SERVICES, INC.

Doing Business As (DBA) Name2

Office Phone Number

858/292-7575

Business Fax Number

858/292-7570

Business Web Address

http://www.usa-nova.com ()

Address

4373 VIEWRIDGE AVE

Ste B

SAN DIEGO

CA 92123

Email:

djbarnett@usa-nova.com (mailto:djbarnett@usa-nova.com)

Total Number of Employees

80

Business Types

Service

Service Areas

Alpine , Imperial , Los Angeles , Mendocino , Orange , Riverside , San Bernardino , San Diego , San Luis Obispo , Ventura

[View Keywords](#)

[View Classifications](#)

Active Certifications ?

Certification Type	Status	From	To
DVBE	Approved	10/18/2019	10/31/2021
SB	Approved	07/01/2019	10/31/2021

Certification History ?

Certification Type	Application Date	Status	Status Date/Time	From	To
SB(Micro)	08/22/2017	Expired	07/01/19 11:36AM	08/24/2017	07/01/2019

City of San Diego



**Small Local Business Enterprise (SLBE)
Program Certification**

Schmidt Design Group, Inc.

Small Local Business Enterprise (SLBE)

Professional Services

(NAICS: 541320)

Certification Number: 12SD0752

Effective: 6/20/2019 - 6/20/2021

Christian Silva
Program Manager
Equal Opportunity Contracting

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

****TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY****

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

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



Contact:

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LEVEL 10
CONSTRUCTION

**MILLER
HULL**