City of San Diego

CONTRACTOR'S NAME: Level 10 Construction	
ADDRESS: 12626 High Bluff Drive, Suite 250, Sa	n Diego, CA 92130
TELEPHONE NO.:	FAX NO.:
CITY CONTACT: Rosa I. Riego, Senior Contrac	rt Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426	

M. Arredondo / M. Jirjis Nakasha / N. Alkuree

PROPOSAL DOCUMENTS





FOR

FIRE STATION NO. 48 - BLACK MOUNTAIN RANCH

RFQ NO.:	K-24-2206-DB2-3-A-C		
RFP NO.:	K-24-2206-DB2-3		
SAP NO. (WBS/IO/CC):	S-15015		
CLIENT DEPARTMENT:	1912		
COUNCIL DISTRICT:	5		
PROJECT TYPE:	BC. IL. KA		

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

PROPOSALS DUE: 2:00 PM AUGUST 6, 2024

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

http://www.sandiego.gov/cip/bidopps

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

05/82/2025

Date



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REQUEST FOR PROPOSAL

1. INTRODUCTION AND PROJECT OVERVIEW

1.1. SOLICITATION

- **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 **Fire Station No. 48 Black Mountain Ranch** Design-Build project.
- **1.2.** This RFP is being issued to the selected firms for this selection process exclusively. These firms are:
 - 1. Barnhart-Reese Construction
 - 2. Level 10 Construction
- **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.
- **1.4.** This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.
- **1.5.** 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.
- 1.6. 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).
- 1.7. 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 design and construct a new, permanent of approximately 11,500 square feet, 3-bay fire station, per the SDFD's Fire Station Design Standards. The facility will accommodate: three (3) fire apparatus and a crew of nine (9) to eleven (11) fire personnel; onsite surface parking; dorm rooms; kitchen; watch room; training room; ready room; station alerting system; IT data network; wet and dry utilities and fees; electrical; mechanical; and all other necessary infrastructure associated with this project. Fire Station 48 Black Mountain Ranch project must be designed in accordance with the City of San Diego Council Policy 900-03: Zero Emissions Municipal Buildings and Operations Policy [Appendix J], and, changes to

the Sustainable Building Policy 900-14 [Appendix K]. In addition, the offsite improvements include, but are not limited to site grading; utility relocation; street/traffic improvements within the public right-of-way along Carmel Valley Road and Winecreek Road to allow for emergency response apparatus' egress & ingress, including new driveway on Winecreek Road (to be permitted via County of San Diego) and an emergency traffic beacon on Carmel Valley Road (to be permitted via City of San Diego). Right-of-way improvement will also include providing accessible pathways to the site and new building by; ensuring sidewalks surrounding facility meet current ADA standards; replace curb ramp at SW corner of Carmel Valley Road & Winecreek Road, with dual curb ramp per current standard, and relocate PPB's and re-align crosswalks per current MUTCD/ADA standards; replace curb ramp at Winecreek Road with Type B curb ramp per current City standard. The project will include the relocation of an active 36" water transmission line, including permitting and coordination with the City of San Diego Public Utility Department (PUD). A Substantial Conformance Review will need to be approved by Development Services Department per Information Bulletin 500 (IB-500), prior to ground disturbance, to ensure consistency with the existing environmental permits included in the RFP. A long-term maintenance & monitoring agreement will be required for post-construction up to 25 months for Non-Permanently irrigated areas. The project site is located on the westerly corner of the intersection between Carmel Valley Road and Winecreek Road in the Black Mountain Ranch Community.

The project elements include: 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 & Certification through the U.S. Green Building Council (USGBC) 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 Prevention Plan [SWPPP], Record Research, Community Outreach, Environmental Investigation, Site Landscaping, New Traffic Beacon 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; City of San Diego Public Utilities Department (PUD) for transmission line relocation; City of San Diego Development Services (DSD) for project permitting; & San Diego County for Hazardous Material, Street Improvements and utility connection permitting requirements; 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.

For additional information refer to Attachment A.

- 3. PROPOSAL DUE DATE AND TIME ARE: August 6, 2024 at 2:00 PM
- **4. PREDETERMINED PROJECT COST:** The City's predetermined cost for this project is \$25,850,000
- **5. LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **B**
 - **5.1. ADDITIONAL LICENSE REQUIREMENTS:** Long Term Maintenance and Monitoring Agreement contractor must possess a **C-27** License.

- **6. CONTRACT PERIOD:** The Project, including the Plant Establishment Period, shall be completed within **1320 Working Days** from the Notice to Proceed (NTP).
- 7. PREVAILING WAGE RATES APPLY TO THIS CONTRACT: Refer to Attachment D.
- 8. RESERVED
- 9. PRE-PROPOSAL MEETING AND SITE VISIT/COMMUNITY FORUM:
 - 9.1. ONLINE PRE-PROPOSAL MEETING:

Prospective Bidders are **Encouraged** to attend the Pre-Proposal Meeting.

The Pre-Proposal Meeting will be held on Thursday, June 13, 2024, at 10:00 AM (PDT) at:

Microsoft Teams Meeting:

Join on your computer, mobile app or room device

Join the meeting now

Meeting ID: 220 531 004 858

Passcode: 5gzGrN

Or call in (audio only)

+1 945-468-5511,,261960537# United States, Dallas

Find a local number

Phone conference ID: 261 960 537#

For Organizers: Meeting options | Reset PIN

Please Note: You will need to join the meeting with a computer, tablet or smartphone with the **Microsoft Teams** in order to sign in via the Chat feature as attendance at the meeting will be evidenced by the Chat sign-in. The Chat feature will also be used for attendees to ask any questions.

The purpose of the meeting is to discuss the scope of the Project, submittal requirements, and any Equal Opportunity Contracting Program requirements and reporting procedures.

Upon entering the meeting, all attendees must use the chat feature to sign in with the following information: Name of firm, Attendee's name, Phone number and Email address.

9.2. PRE-PROPOSAL SITE VISIT: All those wishing to submit a proposal are **encouraged** to visit the Work Site with the Engineer. The purpose of the Site visit is to acquaint Proposers with the Site conditions. To request a sign-language or oral interpreter for this visit, call the Purchasing & Contracting Department, Public Works Division, at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Proposal Site Visit is scheduled as follows:

Time: 1:00 PM

Date: Thursday, June 13, 2024

Location: Northwest corner of intersection of Carmel Valley Road and

Winecreek Road

9.3. PRE-PROPOSAL COMMUNITY FORUM: All those wishing to submit a proposal MUST attend the Pre-Proposal Community Forum. The purpose of the forum is to allow teams to collect feedback from the community. Design-Builders to provide Small Local Businesses point of contact information with the proposal and have the representative be available to attend the community forum. Failure to attend the Mandatory Community Forum may result in the Design-Builder's proposal being deemed non-responsive.

Time: 7:30 pm

Date: Wednesday, July 3, 2024 (May be rescheduled by Community)

Location: Rancho Penasquitos Branch Library

13330 Salmon River Rd, San Diego, CA 92129

- **10. SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - **10.1.** 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:

SLBE participation
 ELBE participation
 Total mandatory participation
 20.9%

- **10.2.** The current list of Certified SLBE/ELBE Firms to be used for outreach for this project is posted to the Documents tab on PlanetBids.
- **10.3.** The Proposal will be **declared non-responsive** if the Proposer fails to meet the following mandatory requirements:
 - **10.3.1.** Attending the Pre-Proposal Community Forum
 - **10.3.2.** Proposer's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
 - **10.3.3.** Proposer's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Proposer made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Days of the Proposal due date if the overall mandatory participation percentage is not met.

All submittals in searchable PDF shall be submitted electronically within the prescribed time identified in the contract documents via PlanetBids by invitation to the point of contact named in the bid provided by the Contract Specialist to all bidders

11. SELECTION AND AWARD SCHEDULE:

11.1. 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:

11.1.1. Pre-Proposal Meeting	June 13, 2024 (10:00 AM)
11.1.2. Pre-Proposal Site Visit	June 13, 2024 (1:00 PM)
11.1.3. Pre-Proposal Community Fourm	July 3, 2024
11.1.4. Proposal Due Date	August 6, 2024
11.1.5. Presentations or Interviews	August 21, 2024
11.1.6. Selection and Notification	September 2024
11.1.7. Limited Notice to Proceed	December 2024

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 pregualification.
 - **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 <u>electronic format (eBids) EXCLUSIVELY</u> at the City of San Diego's electronic bidding (eBidding) 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. <u>Important Note</u>: 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 Purchasing & Contracting Department, Public Works Division, 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 Purchasing & Contracting 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:

Rosa I. Riego at RRiego@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 Purchasing & Contracting Department Contracts.
- 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-Builders 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 lowest proposed price is not the determining factor for award of this contract. See Attachment G for the criteria by which the proposals will be evaluated.
- **11.2.4.** In the event of any discrepancies, written numbers will govern over numerical. Also, the sum of all lump sum line items, unit price line items, allowance line items and any other priced items will govern over the "Total Design-Build Proposal" line item.
- **11.2.5.** The required EOCP 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:

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 alternate items, bidder shall use the provided **"Subcontractors For Alternates"** form and shall indicate for each alternate subcontract whether it is an additive or deductive alternate; the subcontractor's name, location, phone number, email address, CA license number, and DIR registration number; whether the subcontractor is a designer, constructor or supplier; the type of work the subcontractor will be performing; and the dollar value of the subcontract for that alternate item. Failure to comply with this requirement may result in the bid being rejected as **non-responsive** and ineligible for award.

14. AWARD

- **14.1.** After the Technical Proposals have been evaluated, scored and ranked; the Price proposals will be factored in according to the criteria set forth in Attachment G. A Design-Builder selection will then be made.
- **14.2.** The City will announce in writing to all the RFP participants the selected Design-Builder. The announcement will show the results of the evaluation. This notification to the Design-Builders shall constitute the public announcement of the selected Design-Builder. In the event that the selected Design-Builder is subsequently deemed non-responsive or non-responsible, a new public announcement will be provided to all proposers with the name of the newly designated selected Design-Builder.
- **14.3.** 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.
- **14.4.** 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.
- **14.5.** 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).

- **14.6.** Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design 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.
- **14.7.** To obtain the price Proposal results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the Proposal name and number. The Proposal tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

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 NAMES" 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/	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/ecp/edocref/greenbook	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03
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/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-05
CALTRANS Standard Plans https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-06
California Manual on Uniform Traffic Control Devices Revision 8 (CA MUTCD Rev 8) https://dot.ca.gov/programs/safety-programs/camutcd	2014	ECPD032324-07

NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/

^{*}Electronic updates to the Standard Drawings may also be found in the link above

CERTIFICATIONS AND FORMS

CERTIFICATIONS AND FORMS

The Proposer, by submitting its electronic 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 bid are true and correct.

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.

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 5-1.3, "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.

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 5-1.2, "California Building Code, California Code of Regulations Title 24 and 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 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 5-1.4, ("Contractor Standards and Pledge of Compliance"), 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.

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.

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.

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

I hereby certify that Contractor is familiar with the requirements 13 CCR 2449, 2449.1, and 2449.2, as well as <u>Attachment F, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB)</u>, and that Contractor shall comply with these requirements.

I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.

PRODUCT ENDORSEMENT

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

COMPANY LETTERHEAD

CERTIFICATE OF COMPLIANCE

Materials and Workmanship Compliance

For Contract or Task
I certify that the material listed below complies with the materials and workmanship requirements of the Caltrans Contract Plans, Special Provisions, Standard Specifications, and Standard Plans for the contract listed above.
I also certify that I am an official representative for, the manufacturer of the material listed above. Furthermore, I certify that where California test methods, physical or chemical test requirements are part of the specifications, that the manufacturer has performed the necessary quality control to substantiate this certification.
Material Description:
Manufacturer:
Serial Number (if applicable)
Quantity to be supplied:
Signed by:
Printed Name:
Title:
Company:

City of San Diego

Engineering & Capital Projects Department CONSTRUCTION MANAGEMENT AND FIELD SERVICES

NOTICE OF MATERIALS TO BE USED

To:	D ₀	ate:	, 20
Resident Engir	neer		
You are hereby notified that the for construction of			
in the City of San Diego, will be	e obtained from sources here	ein designated.	
CONTRACT ITEM NO. (Bid Item)	KIND OF MATERIAL (Category)	NAME AND AD MATERIAL CAN (At So	BE INSPECTED
It is requested that you arra delivery, in accordance with accordance with your policy. of full responsibility for incorcontract plans and specification undesirable or unsuitable.	Section 4-1.11 of the WHI It is understood that source porating in the work, mate	TEBOOK, where it is inspection does not rerials that comply in a	practicable, and in elieve the Contractor all respects with the
Distribution:			
Supplier			
 Signature of Supplier) -	Address	

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 exec	cuted a contract with the City	y of San Diego, a mur	icipal corporation	n, for:
	Fire Station No.	<u>. 48 – Black Mountai</u>	n Ranch	
		(Project Title		
WHEREAS , the specifi surplus materials res	ed in said contract and iden cation of said contract requ ulting from this project hav npleted and all surplus mate	iires the Contractor to ve been disposed of	o affirm that "all l	brush, trash, debris, and
NOW. THEREFORE. in	າ consideration of the final ເ	payment by the City o	of San Diego to Sa	aid Contractor under the
terms of said contract	the undersigned Contractors, the undersigned Contractors, the following contractors are the following contractors.	or, does hereby affirm	_	
and that they have be	en disposed of according to	all applicable laws a	nd regulations.	
Dated this	DAY OF		·	
Ву:				
Contr	actor			
ATTEST:				
State of	County of			
	DAY OF, 2 y commissioned and sworn,			y Public in and for said
	e ibed thereto, and acknowle			
Notary Public in and f	or said County and State			

ATTACHMENTS

ATTACHMENT A

PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, BRIDGING DOCUMENTS, AS-BUILTS AND PRELIMINARY SURVEY, CADD-FILES, AND ZERO EMISSIONS BUILDING & OPERATION POLICY IMPLEMENTATION FOR PARTNERING REQUIREMENTS

PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, BRIDGING DOCUMENTS, AS-BUILTS AND PRELIMINARY SURVEY, CADD-FILES, AND ZERO EMISSIONS BUILDING & OPERATION POLICY IMPLEMENTATION FOR PARTNERING REQUIREMENTS

- 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 Black Mountain Ranch community. This project is in compliance with the 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 Financing Plan, and the Black Mountain Ranch Community Plan. The project site is located on the westerly corner of the intersection between Carmel Valley Road and Winecreek Road in the Black Mountain Ranch Community.
- 2. SCOPE OF WORK: For clarity, the project scope has been broken into three (3) components: 2.1 Water Main Relocation, 2.2 Site Grading & Pad Preparation, and 2.3 Fire Station & Site Improvements.

The project elements include: 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 & Certification through the U.S. Green Building Council (USGBC) 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 Prevention Plan [SWPPP], Record Research, Community Outreach, Environmental Investigation, Site Landscaping, New Traffic Beacon 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; City of San Diego Public Utilities Department (PUD) for transmission line relocation; City of San Diego Development Services (DSD) for project permitting; & San Diego County for Hazardous Material, Street Improvements and utility connection permitting requirements; 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.

2.1 Water Main Relocation - This is the City solicitation process to acquire Design-Build services for a Design-Build project, to design and construct a new alignment of a water transmission line. The project will include a full and complete relocation of an active 36" water transmission line, including permitting and coordination with the City of San Diego Public Utility Department (PUD). In addition, a Substantial Conformance Review will need to be approved by Development Services Department per Information Bulletin 500 (IB-500), prior to ground disturbance, to ensure consistency with the existing environmental permits included in the RFP. The relocation work will include; installation of new 36" CML welded steel pipe; cross-tie connection from the Rancho Bernardo pipeline to the existing water main alignment located within Carmel Valley Road; abandonment of existing pipeline located in project parcel; and vacation of existing easement upon acceptance of new connection. The Design-Builder shall coordinate with the City's Real Estate Department for the submittal and recording of easement vacation and dedication of new easement for the new water main

alignment. The work for connecting to the existing system (cut-in or tie-in work) shall include the following:

- **2.1.1** Sawcutting, Trenching, trench caps, furnishing, and installing all materials and labor to complete the Work, including new 36" CML steel pipe.
- **2.1.2** Potholing.
- **2.1.3** Protecting the water main while performing the Work.
- **2.1.4** Coordinating your Work with City Forces.
- **2.1.5** Coordinating with the community (community outreach) for shutdowns.
- **2.1.6** Coordinating with Public Utility Department (PUD) for water main shutdowns.
- **2.1.7** Traffic Control and Construction BMPS.
- **2.1.8** Pavement Restoration, including asphalt overlay and slurry seal, for Final Connection.
- **2.1.9** Removal or suitable fill of abandoned existing pipeline & appurtenances within project parcel.
- **2.1.10** Valves, Bypasses, shutdowns, flushing, and testing associated with the new alignment & connections.
- **2.1.11** AC overlay outside of the Influence Area, if applicable.
- 2.2 Site Grading & Pad Preparation This is the City solicitation process to acquire Design-Build services for a Design-Build project, to design and construct the site to be pad-ready for the fire station. The design-builder shall provide all associated earthwork, rough & fine grading, and appropriate drainage required to bring the site to a pad-ready condition. A Substantial Conformance Review will need to be approved by Development Services Department per Information Bulletin 500 (IB-500), prior to ground disturbance, to ensure consistency with the existing environmental permits included in the RFP.
- 2.3 Fire Station & Site Improvements This is the City solicitation process to acquire Design-Build services for a Design-Build project, to design and construct a new, permanent, minimum 11,500 square feet, 3-bay fire station, per the SDFD's Fire Station Design Standards. The facility shall accommodate: three (3) fire apparatus and a crew of nine (9) to eleven (11) fire personnel; a Battalion Chief will not be stationed at this facility; onsite surface parking; dorm rooms; kitchen; watch room; training room; ready room; station alerting system; IT data network; wet and dry utilities and fees; electrical; mechanical; site fencing and gates complying with Black Mountain Ranch design guidelines, if applicable; and all other necessary infrastructure associated with this project. Fire Station 48 Black Mountain Ranch project must be designed in accordance with the City of San Diego Council Policy 900-03: Zero Emissions Municipal Buildings and Operations Policy [Appendix J], and, changes to the Sustainable Building Policy 900-14

[Appendix K]. In addition, the offsite improvements include, but are not limited to site grading; utility relocation; street/traffic improvements within the public right-of-way along Carmel Valley Road and Winecreek Road to allow for emergency response apparatus' egress & ingress, including new driveway on Winecreek Road (to be permitted via County of San Diego) and an emergency traffic beacon on Carmel Valley Road (to be permitted via City of San Diego). Right-of-way improvement will also include providing accessible pathways to the site and new building by; ensuring sidewalks surrounding facility meet current ADA standards; replace curb ramp at SW corner of Carmel Valley Road & Winecreek Road, with dual curb ramp per current standard, and relocate PPB's and re-align crosswalks per current MUTCD/ADA standards; replace curb ramp at Winecreek Road with Type B curb ramp per current City standard. A Substantial Conformance Review will need to be approved by Development Services Department per Information Bulletin 500 (IB-500), prior to ground disturbance, to ensure consistency with the existing environmental permits included in the RFP. A long-term maintenance & monitoring agreement will be required for post-construction up to 25 months for Non-Permanently irrigated areas.

2.4 LOCATION OF WORK:

The project site is located on the westerly corner of the intersection between Carmel Valley Road and Winecreek Road in the Black Mountain Ranch Community. See **Appendix E – Location Map**.

2.5 PROJECT REQUIREMENTS:

- **2.5.1** 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.
- 2.5.2 The Design-Builder services sought by this RFP include all services necessary to permit, design and construct the fire station and water line relocation. 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 and water line as described in the Contract between the City and Design-Builder.

- 2.5.3 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 the Black Mountain Ranch Community plan, architecture and landscape.
- **2.5.4** 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.
 - **2.5.4.1** The documentation shall include drawings, specifications, ASDs, RFIs, RFPs, submittals, shop drawings, schedule, certificates, certifications, test reports, photographs and related project documentation.
 - **2.5.4.2** The design-build team shall maintain and update with current documentation and approved submittals as needed.
 - **2.5.4.3** The information shall be organized into folders for ease of reference for the Owner and Architect.
 - **2.5.4.4** The folders for large files such as plans, renderings, or specifications shall be tagged to provide subdivisions.
 - **2.5.4.5** The design-build team shall make the system available to the owner and other asset managers.
 - **2.5.4.6** The system shall be Mac and PC compatible to operate on iPads, androids and PC based tablets on site, as well as desktop applications.
 - **2.5.4.7** The system shall be capable of providing hyperlinks to quickly navigate referenced details.
 - **2.5.4.8** The system shall be capable of overlaying current revisions with previous versions.
 - **2.5.4.9** The system shall be capable of overlaying sheets with others for comparison and coordination items.
 - **2.5.4.10** 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.

2.6 DESIGN GUIDELINES AND SUBMITTAL REQUIREMENTS:

2.6.1 Design Guidelines

- **2.6.1.1** 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 criterion within the stipulated Contract Price.
 - **2.6.1.1.1** 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 will reduce annual operating costs, or provide other features that will help achieve cost-effective fire station facilities of lasting value.
 - **2.6.1.1.2** A detailed description of the requirements are provided in this RFP. These are minimum requirements.
 - **2.6.1.1.3** The design and construction of the fire station and water line must comply with the requirements of all applicable agencies having jurisdiction over the project.
 - **2.6.1.1.4** The project design should support the ingress/egress of personal crew member vehicles, and the entering of emergency fire apparatus from Winecreek Road.
 - **2.6.1.1.5** The project design should support emergency vehicles and fire apparatus leaving the site onto Carmel Valley Road.
 - **2.6.1.1.6** 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.
 - **2.6.1.1.7** The project is to include the design and construction of emergency flasher signalization (beacon) at the driveway onto Carmel Valley Road. The design and alterations to coordinate the beacon signal with the existing signals located at the intersection of Carmel Valley Road and Winecreek Road, along with other supplemental school signaling.
 - **2.6.1.1.8** Design and construction of right-of-way modifications for median adjustments shall conform to applicable standards and prevent traffic hazards.
 - 2.6.1.1.9 Low-Impact Design (LID) opportunities with respect to landscape, planting, and hardscape design should be implemented where feasible.
 - 2.6.1.1.10 The fire station will be owned and operated by the City of San Diego and all of the building's utility connections need to be designed in conformance with the City of San Diego Water & Sewer Design Guidelines, Standards, and Approved Material Lists (https://www.sandiego.gov/ecp/edocref/). Utilities to be plan-checked by the City of San Diego Public Utilities Department.

- **2.6.1.1.11** If utility connections are proposed within County of San Diego owned and operated systems, the design builder shall coordinate the permitting and relevant approvals with the County of San Diego on behalf of the City as applicant.
- **2.6.1.1.12** The project shall be designed, procured, and constructed to optimize energy efficiency. The selected design-build team 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 to allow Owner to qualify for, and receive potential incentives under the Program. The Savings By Design® Account Executive and the selected design-builder shall maintain a collaborative relationship during the design phase and 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 Design®, By visit www.sdge.com/sbd.

2.7 SUBMITTAL REQUIREMENTS & SCOPE OF WORK:

- **2.7.1** Architectural and Engineering design services
- **2.7.2** Permitting submittal and approvals from local and state agencies including Construction General Permit (CPG) and Municipal Storm Water Permit (MS4).
- **2.7.3** Coordination of payment of all fees
- **2.7.4** Project Management
- **2.7.5** Energy Modeling and Analysis
- **2.7.6** Construction, including off-site improvements as indicated in the Design and Scope.
- **2.7.7** On-site and Off-site wet and dry utilities design, coordination, and installation.
 - **2.7.7.1** Coordination of water main shut-downs with the City of San Diego Public Utility Department.
 - **2.7.7.2** Notifiation of Public Communities of utility shut-downs.
- **2.7.8** Connection, Testing, and Flushing of water main in accordance & coordination with the City of San Diego Public Utility Department.

- **2.7.9** Commissioning of systems and equipment.
- **2.7.10** Coordination and payment of all test and inspection services.
- **2.7.11** Community Meetings (as required).
- **2.7.12** Coordination and scheduling of work Team and others providing services to design and construct the project.
- **2.7.13** All on-site and off-site grading for new construction stormwater compliance (SWPPP, BMPs, SUSMP, MS4, etc)
- 2.7.14 Insurance and Bonding
- **2.7.15** Coordination with City Representatives and PM Team.
- **2.7.16** U.S. Green Building Council LEED Silver Compliance (minimum)
- **2.7.17** Title 24 & ADA Compliance
- **2.7.18** Current soils report and investigation.
- **2.7.19** Land surveying & preservation of monuments (when applicable).
- **2.7.20** Data/Cable/Voice/Communication
- **2.7.21** Traffic Improvements in public right-of-way.
- **2.7.22** Furnishing (allowance) based on Furnishing, Fixtures, and Equipment List.

2.8 PROPOSED PROJECT BUDGET TO BE SUBMITTED AS FOLLOWS:

- **2.8.1** Project Budget and stipulated contract price: provide a budget amount for the proposed project within the stipulated contract price.
- **2.8.2** The City will reimburse the Design-Builder the actual cost of the plan- checks, permits, and utility fees without markup through fee allowances specified in the proposal.
- **2.8.3** Furnishing, Fixtures, and Equipment (FF&E) (with component specifications) list to be provided by the City of San Diego Fire-Rescue Department during the construction phase, providing adequate lead times. The Design-Builder shall be responsible for purchase, assembly and installation of FF&E.

2.9 WRITTEN SUBMITTALS:

2.9.1 Project Design Description (limit 5-7 pages): A narrative description of the basis of design. Include reference to each of the systems; structural, electrical, mechanical, plumbing, etc. as well as architectural, civil and landscape

approaches. Address how the proposed design achieves the 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 goal for this project.

- **2.9.1.1** The project narrative should also describe any methods used to minimize impacts to the surrounding community during water main shut-offs and right-of-way work.
- 2.9.2 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.
- **2.9.3** Project Budget: The Design-Builder Fixed Lump Sum Price for the project. Budget shall include cost detail by major construction and building components.
- **2.9.4** 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.
- **2.9.5** LEED New Construction Project Checklist with explanatory notes for how each point will be achieved with accompanying Summary of Value-Added Enhancements (as appropriate).
- **2.9.6** Summary of Value-Added Enhancements (optional): A brief narrative description of any proposed value-added enhancements.
- **2.9.7** Design-build team to keep a change order log up to date for discussion at each coordination meeting.

2.10 GRAPHIC SUBMITTALS:

2.10.1 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.
- **2.10.2** The following schematic architectural drawings and models delineating and detailing design features, materials, and options are required for compliance with this RFP: Submit electronic copies of full- size (D sheet), color drawings for use at the Design-Builder's presentation.
- **2.10.3** Site Plan: a site plan showing all buildings, site features, and on-site improvements at a scale of 1'' = 30'-0''.
- **2.10.4** 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.
- **2.10.5** 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".
- **2.10.6** 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".
- **2.10.7** Interior Perspective: A minimum of two (2) interior perspective sketches, computer generated, one of the fire station interior depicting the Lobby (public entrance).
- **2.10.8** 3D computer study model: A digitally created three dimensional (3-D) computer study.
- **2.10.9** Other: Diagrams, charts and photos to further illustrate the proposal are acceptable but not required.

2.11 DESIGN DELIVERABLES:

- **2.11.1** 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.
- **2.11.2** 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.
- **2.11.3** The Contractor shall maximize project value while strictly controlling contract modifications and maintaining overall fiscal control. The Design-Builder is responsible for preparing a Budget Management System throughout the entire project and shall prepare a budget submittal for each design phase accordingly with SSP section 7-2.1 Schedule of Values.

2.12 PROGRAM REQUIREMENTS & CONSIDERATIONS:

- **2.12.1** The fire station must meet community plan requirements, as well as zoning regulations for setbacks, heights, and FAR. It must also comply with the San Diego Municipal Code regulations for parking, fences, and landscaping.
- **2.12.2** The design-build team shall hire a certified Environmental Engineer specializing in greenhouse gas emissions to guarantee that the project will not exceed the 900 metric ton greenhouse gas emission threshold and that the requirements of City of San Diego's Climate Action Plan are met.

3. TECHNICAL SPECIFICATIONS:

For Technical Studies and Specifications refer to the following link: https://drive.google.com/drive/folders/1jQhxRbJhizQB7a4zT1kF0vGCF1h7D737

4. BRIDGING DOCUMENTS:

For Bridging Documents refer to the following link:

https://drive.google.com/drive/folders/1fbeyTf3PeHkcUzGGOaSMDmxYqi0e7h3R

5. AS-BUILTS AND PRELIMINARY SURVEY:

For As-Builts and Preliminary Survey refer to the following link:

https://drive.google.com/drive/folders/1PySpg7IWZpEwZizhvVrdVsPdO54H_CUm

6. CADD-FILES:

Will be made available to the selected design-build firm upon contract execution.

7. Zero Emissions Building & Operation Policy Implementation for Partnering Requirements

Definition of Terms: For terminology used in Attachment A, Section 7, refer to the **ZEMBOP Policy** and **Title 24** for definition of terms.

- 1. In 2022, the San Diego City Council adopted Policy No. 900-03, Zero Emissions Municipal Buildings & Operations Policy (ZEMBOP), establishing requirements for new municipal facility construction projects and major renovations of City Facilities as follows: these facilities shall be all-electric, they shall be at least 10% more efficient than the Title 24 requirements, and they shall provide solar or other renewable energy system, as well as a battery energy storage system large enough to cover the facility's electricity load. All parking spaces allocated for City fleet vehicle in associated project parking lots must be EV Ready (i.e. electric panel capacity, pathway and conductors to identified charging spaces), and 50% of staff and public spaces must be at a minimum EV Capable (i.e. independent meter, panels and pathway to identified spaces).
- 2. Building Efficiency. The Design shall use energy modeling to demonstrate that the Proposed Design yields energy consumption which is either no greater than the applicable site Energy

- Use Intensity targets specified in Table 1 of the ZEMBOP Policy or at least 10% lower than the Standard Design annual time dependent value energy use calculated by the methodology established in the California Code of Regulations, Title 24 Part 6.
- 3. Zero Emissions Building. The design and construction shall provide exclusively electric systems or appliances for space conditioning, water heating, cooking, and lighting, and without using any Fossil Fuel energy source for non-emergency electricity generation or any other non-emergency functions. Renewable Energy Systems requirements state that the facility and site shall meet or exceed all solar-ready requirements of Title 24, Part 6. The City intends for the required solar/renewable energy system and battery storage equipment (both Title 24 and ZEMBOP Policy) required for this project be provided through a Power Purchase Agreement (PPA).
- 4. To comply with ZEMBOP, the City has identified photo-voltaic (PV) installation vendors to design, install, and maintain the PV system on the project. The City anticipates the Design-Builder will need to partner, coordinate, and cooperate with the PPA vendor for PV to provide and install solar panels. The partnership will include accommodating and coordinating with the PPA in all design elements required to implement the solar installation. This includes access to the roof of designed structures to determine PV installation design. This includes direct coordination with the PPA designer to successfully complete the project, please refer to **Appendix S** for the attached preliminary **DB/EV/EVSE DESIGN AND CONSTRUCTION COORDINATION MATRIX**, which is subject to change for a description of anticipated partnership tasks.

The Design-Builder shall coordinate the design of these features and related components with the City's PPA vendor/designer to minimize rework and maximize onsite energy generation and storage of a post-construction design and installation of a future renewable energy system. Design-Builder should be aware of the following design considerations:

- The design of the PV system and battery storage shall be treated as a deferred submittal when obtaining the building permit. The installation of the PV system and the battery storage by the PPA to occur predominately after substantial completion but prior to Final Acceptance.
- The Solar Zone shall be designed to be sized to support solar PV that provides 100% of the building's anticipated annual electricity consumption, as well as anticipated electricity consumption from City-owned Light Duty Vehicle charging in the parking lot, if applicable.
- Anticipate the Solar Zone includes covered parking structures, and underground conduit to such structures to support future solar PV connection should be designed and installed to the greatest extent possible to minimize rework on a new parking lot or garage by the PPA.
- A battery energy storage system (BESS) shall be considered to ensure future zeroemissions operations under Net Energy Metering tariffs. The location for a future system pad should be identified and constructed, and underground conduit to such structures to support future solar PV connection should be designed and installed to the greatest extent possible to minimize rework on a new parking lot or garage by the PPA.

- Roofing materials shall be appropriate for future rooftop solar installation. Provide appropriate anchor points for future PPA PV panel installation including roof penetration and pathway through the building to building entrance pad.
- The design and specification of the power conditioners, utility interconnections (i.e. switch gear), and electrical design shall meet the requirements of the current California Electrical Code, CCR Title 24 and support future PV, BESS and EV charging system installation, as applicable to the design.
- Plan sets shall call out the following information:
 - Anticipated annual energy budget
 - Size and generation estimate of solar PV necessary to achieve zero emissions
 - Size and storage capacity of battery energy storage system necessary to achieve zero emissions
 - Potential Location and size (square footage) of Solar Ready Zone
 - Potential Location and size (square footage) of future concrete pad to support BESS

The Design-Builder is responsible for overall design and the PPA is responsible for the components of the design specific to the PV installation and system. The City anticipates partnership, coordination, and cooperation between the Design-Builder and the PPA throughout the design and construction process.

5. Electric Vehicle Charging Infrastructure:

The City has identified an Electric Vehicle (EV) charging installation vendor (EV Vendor) to design, install, and maintain the EV system on the project. The City anticipates the Design-Builder will partner, coordinate, and cooperate with the EV Vendor for the EV system. This will ensure the design supports running the necessary conduits to locations as needed by the EV Vendor to establish design, including parking lots or parking structures. The partnership will include accommodating the EV Vendor and their EV design in all design elements to implement the electrical vehicle installation for this project. This includes direct coordination with the EV design for the electric vehicle installation to successfully complete the project.

The design and construction of the parking facilities shall include EV charging infrastructure that meets the following requirements:

- The parking lots or garages shall include a minimum of two reserved parking spaces for City-owned Light Duty Vehicles expected to be parked overnight. City-owned Light Duty Vehicle spaces shall be made Level 2 EV Ready Spaces as defined by the ZEMBOP Policy with both pathway, conductors, circuit brakers and panels capable of supplying at least 30 amperes at 208/240 volts that is serviced by a dedicated branch circuit off the main building electrical service.
- The parking lots or parking garages not designated for City-owned vehicles shall provide at least 50% of parking spaces as EV Capable Spaces parking space that shall be provided with the infrastructure necessary for the future

installation of Electric Vehicle Supply Equipment (EVSE). Infrastructure shall include pathway and electrical panels on EV dedicated circuits with independent EV exterior SDG&E meter that contains the physical space to accommodate the future installation of circuit breakers with sufficient electrical capacity to provide no less than 3.3 kilowatts per EV Capable Space or that required by state code whichever is more stringent.

The Design-Builder is responsible for overall design and the EV Vendor is responsible for the components of design specific to the EV installation and system. The City anticipates partnership, coordination, and cooperation between the Design-Builder and the EV Vendor throughout the design and construction process as anticipated on the preliminary DB/EV/EVSE DESIGN AND CONSTRUCTION COORDINATION MATRIX, which is subject to change and should be used as a preliminary tool.

- 6. Greenhouse Gas (GHG) Emissions Reporting. Prior to submission of final building permit, the Design-Builder shall submit a GHG Emissions Compliance report to the Sustainability and Mobility Department Director or their designee that includes:
 - Documentation of the applicable energy efficiency requirements under this Policy and energy modeling documentation that the Proposed Design meets the Design Target.
 - An inventory of all Fossil Fuel consuming appliances and equipment and confirmation that space conditioning, hot water heating, and other nonexempt energy-consuming needs are met with all-electric systems and appliances.
 - An estimate of the annual GHG Emissions associated with the project. The
 estimate shall be made in accordance with ASHRAE Standard 105, Section 7
 using GHG emissions factors published by the EPA.
 - A renewable energy assessment that identifies the zero[1] carbon or renewable energy sources that will be used to meet the energy needs of the building or facility.

ATTACHMENT B

RESERVED

ATTACHMENT C

EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

- 1. This document sets forth the following specifications:
 - a) The City's general EOCP requirements for all Construction Contracts.
 - b) Special Provisions for Contracts subject to SLBE and ELBE requirements only.
- 2. Additional requirements may apply for state or federally funded projects.
- 3. These requirements shall be included as Contract provisions for all Subcontracts.
- 4. The City specified forms, instructions, and guides are available for download from the EOCP's web site at: http://www.sandiego.gov/eoc/forms/index.shtml

B. GENERAL.

- 1. The City of San Diego promotes equal employment and subcontracting opportunities.
- 2. The City is committed to ensuring that taxpayer dollars spent on public Contracts are not paid to businesses that practice discrimination in employment or subcontracting.
- 3. The City encourages all companies seeking to do business with the City to share this commitment.

C. DEFINITIONS.

- 1. For the purpose of these requirements: Terms "Bid" and "Proposal", "Bidder" and "Proposer", "Subcontractor" and "Subconsultant", "Contractor" and "Consultant", "Contractor" and "Prime Contractor", "Consultant" and "Professional Service Provider", "Suppliers" and "Vendors", "Suppliers" and "Dealers", and "Suppliers" and "Manufacturers" may have been used interchangeably.
- 2. The following definitions apply:
 - a) **Emerging Business Enterprise (EBE)** A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for EBEs on an annual basis and adjust as necessary to reflect changes in the marketplace.

- b) **Emerging Local Business Enterprise (ELBE)** A Local Business Enterprise that is also an Emerging Business Enterprise.
- c) **Minority Business Enterprise (MBE)** A certified business that is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.
- d) **Women Business Enterprise (WBE)** A certified business that is at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.
- e) **Disadvantaged Business Enterprise (DBE)** a certified business that is at least fifty-one percent (51%) owned by socially and economically disadvantaged individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners.
- f) **Disabled Veteran Business Enterprise (DVBE)** A certified business that is at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
- g) Other Business Enterprise (OBE) Any business which does not otherwise qualify as a Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.
- h) **Small Business Enterprise (SBE)** A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for SBEs on an annual basis and adjust as necessary to reflect changes in the marketplace. A business certified as a Micro Business

(MB) or a Disabled Veteran Business Enterprise (DVBE) by the State of California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

i) **Small Local Business Enterprise (SLBE)** - A Local Business Enterprise that is also a Small Business Enterprise.

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

a) You, your Subcontractors, and Suppliers shall comply with the requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

- b) **Disclosure of Discrimination Complaints.** As part of its Bid or Proposal, you shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against you in a legal or administrative proceeding alleging that you discriminated against your employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- c) Upon the City's request, You agree to provide to the City, within 60 Calendar Days, a truthful and complete list of the names of all Subcontractors and Suppliers that you have used in the past 5 years on any of your Contracts that were undertaken within the San Diego County, including the total dollar amount paid by you for each Subcontract or supply Contract.
- d) You further agree to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. You understand and agree that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against you up to and including contract termination, debarment, and

other sanctions for the violation of the provisions of the Nondiscrimination in Contracting Ordinance. You further understand and agree that the procedures, remedies, and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

You shall not discriminate against any employee or applicant for employment on any basis prohibited by law. You shall provide equal opportunity in all employment practices. You shall ensure that your Subcontractors comply with this program. Nothing in this section shall be interpreted to hold you liable for any discriminatory practices of your Subcontractors.

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

- 2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05) within 10 Working Days after receipt by the Bidder to the City for approval as specified in the Notice of Intent to Award letter.
- 3. The selected Bidder shall submit an Equal Employment Opportunity Plan if a Work Force Report is submitted and if the City determines that there are under-representations when compared to County Labor Force Availability data.
- 4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 - a) You shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all Sites and in all facilities at which your employees are assigned to Work.
 - b) You shall review your EEO Policy annually with all on-Site supervisors involved in employment decisions.
 - c) You shall disseminate and review your EEO Policy with all employees at least once a year, post the policy statement and EEO posters on all company bulletin boards and job sites, and document every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.

- d) You shall review, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintain written documentation of these reviews.
- e) You shall discuss your EEO Policy Statement with Subcontractors with whom you anticipate doing business, including the EEO Policy Statement in your Subcontracts, and provide such documentation to the City upon request.
- f) You shall document and maintain a record of all Bid solicitations and outreach efforts to and from Subcontractors, contractor associations, and other business associations.
- g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.
- h) You shall disseminate your EEO Policy to union and community organizations.
- You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.
- j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- k) You shall maintain a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- l) You shall encourage all present employees, including people of color and women employees, to recruit others.
- m) You shall maintain all employment selection process information with records of all tests and other selection criteria.
- n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.

- o) You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.
- p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

F. SUBCONTRACTING.

- 1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBEs, and OBEs.
- 2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
- 3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
 - a) "Field Orders" and "City Contingency" Bid items.
 - b) Alternate Bid items.
 - c) Allowance Bid items designated as "EOC Type II".
- 4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
- 5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

- 1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.
- 2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or \$10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).
- 3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license

- number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency.
- 4. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.
- 5. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

- 1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
- 2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P:, San Diego, CA 92101 with a copy to the Engineer.
- 3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.
- 4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
- 5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
- 6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
- 7. A Contractor whose Bid is accepted shall not:
 - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or it's duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
 - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to

execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.

- ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
- iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
- iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
- v. When you demonstrate to the City or it's duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
- vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.
- vii. When the City, or it's duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.
- viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
- ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
- b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or it's duly authorized officer.
- c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.

8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

I. PROMPT PAYMENT.

- 1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.
- 2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

- 1. The City will hold retention from you and will make prompt and regular incremental acceptances of portions, as determined by the Engineer, of the Work and pay retention to you based on these acceptances.
- 2. You or your Subcontractors shall return all monies withheld in retention from a Subcontractor within 30 Calendar Days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by the City.
- 3. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 Calendar Days may take place only for good cause and with the City's prior written approval. Any violation of this provision by you or your Subcontractor shall subject you or your Subcontractor to the penalties, sanctions, and other remedies specified in §7108.5 of the Business and Professions Code.

4. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a Subcontractor.

K. CERTIFICATION.

- 1. The City accepts certifications of DBE, DVBE, MBE, SMBE, SWBE, or WBE by any of the following certifying agencies:
 - a) Current certification by the State of California Department of Transportation (CALTRANS) as DBE, SMBE, or SWBE.
 - b) Current MBE, WBE, or DVBE certification from the California Public Utilities Commission.
 - c) DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
 - d) Current certification by the City of Los Angles as DBE, WBE, or MBE.
 - e) Subcontractors' valid proof of certification status (copies of MBE, WBE, DBE, or DVBE certifications) shall be submitted as required.

L. CONTRACT RECORDS AND REPORTS.

- 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.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

THESE SPECIAL PROVISIONS SUPPLEMENT THE POLICIES AND REQUIREMENTS ESTABLISHED BY THE CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM SPECIFIED IN THE CITY'S GENERAL EOCP REQUIREMENTS.

A. GENERAL.

- 1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
- 2. The City is committed to maximizing subcontracting opportunities for all qualified and available firms.
- 3. This policy applies to City-funded construction contracts. Bidders shall be fully informed of this policy as set forth in these specifications. Mandatory or voluntary subcontracting percentages, Bid Discounts, and restricted competitions are specified in the Contract Documents.
- 4. You shall make subcontracting opportunities available to a broad base of qualified Subcontractors and shall achieve the minimum SLBE-ELBE Subcontractor participation identified for your project.
- 5. Failure to subcontract the specified minimum (mandatory) percentages of the Bid to qualified available SLBE-ELBE Subcontractors will cause a Bid to be rejected as non-responsive unless the Bidder has demonstrated compliance with the affirmative steps as specified in the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" and has submitted documentation showing that all required positive efforts were made prior to the Bid submittal due date. The required Good Faith Effort (GFE) documentation shall be submitted to the Contract Specialist. The instructions for completing the good faith effort submittal can be found on the City's website:
 - https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf
- 6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:
 - http://www.sandiego.gov/eoc/programs/slbe
- 7. These requirements may be waived, at the City's sole discretion, on projects deemed inappropriate for subcontracting participation.

B. DEFINITIONS.

- 1. The following definitions shall be used in conjunction with these specifications:
 - a) **Bid Discount** Additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms.
 - b) **Commercially Useful Function** An SLBE-ELBE performs a commercially useful function when it is responsible for the execution of the Work and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the SLBE-ELBE shall also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE-ELBE is performing a commercially useful function, an evaluation will be performed of the amount of Work subcontracted, normal industry practices, whether the amount the SLBE-ELBE firm is to be paid under the contract is commensurate with the Work it is actually performing and the SLBE-ELBE credit claimed for its performance of the Work, and other relevant factors. Specifically, an SLBE-ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE-ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

- c) **Good Faith Efforts (GFE)** Documentation of the Bidder's intent to comply with SLBE Program goals and procedures included in the City's SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City's EOCP website or the Contract Specialist.
- d) Independently Owned, Managed, and Operated Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.
- e) **Joint Venture** An association of two or more persons or business entities that is formed for the single purpose of carrying out a single defined business enterprise for which purpose they combine their capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

- f) Local Business Enterprise ("LBE") A firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.
- g) **Minor Construction Program** A program developed for bidding exclusively among SLBE-ELBE Construction firms.
- h) **Principal Place of Business** A location wherein a firm maintains a physical office and through which it obtains no less than 50% of its overall customers or sales dollars.
- i) **Protégé** A firm that has been approved and is an active participant in the City's Mentor-Protégé Program and that has signed the required program participation agreement and has been assigned a mentor.
- j) **Significant Employee Presence** No less than 25% of a firm's total number of employees are domiciled in San Diego County.

C. SUBCONTRACTOR PARTICIPATION.

- 1. For the purpose of satisfying subcontracting participation requirements, only 1st tier SLBE-ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
 - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Bid due date.
 - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
 - c) If the Bidder is seeking the recognition of materials, supplies, or both towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA40 Named Equipment/Material Supplier List with the Bid the following:
 - i. If the materials or supplies are obtained from a SLBE-ELBE manufacturer, the Bidder will receive 100% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
 - ii. If the materials or supplies are obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the

materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation a Supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.

- iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.
- d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:
 - The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.
 - ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.

- iii. The SLBE-ELBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- iv. The SLBE-ELBE may lease trucks from another SLBE-ELBE firm including an owner-operator who is certified as a SLBE-ELBE. The SLBE-ELBE who leases trucks from another SLBE-ELBE receives credit for the total value of the transportation services the lessee SLBE-ELBE provides on the contract.
- v. The SLBE-ELBE may also lease trucks from a non-SLBE-ELBE firm, including an owner-operator. The SLBE-ELBE who leases trucks from a non-SLBE-ELBE is entitled to credit for the total value of transportation services provided by non-SLBE-ELBE lessees not to exceed the value of transportation services provided by SLBE-ELBE owned trucks on the contract. Additional participation by non-SLBE-ELBE lessees receive credit only for the fee or commission it receives as a result of the lease arrangement.
- vi. A lease shall indicate that the SLBE-ELBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SLBE-ELBE so long as the lease gives the SLBE-ELBE absolute priority for use of the leased truck.

D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

- 1. Contracts valued at \$1,500,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
 - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
 - b) The Bidders shall indicate the participation on Forms AA35 List of Subcontractors and AA40 Named Equipment/Material Supplier List as applicable regardless of the dollar value.
 - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
- 2. Contracts Valued over \$1,000,000 and under \$1,500,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
 - a) 5% bid discount for SLBE-ELBE firms.
 - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.
 - c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.

- d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
- e) In the event of a tie bid between a discounted Bid and a nondiscounted Bid, the discounted Bid will be awarded the Contract.
- 3. Contracts valued over \$500,000 up to \$1,000,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
- 4. Contracts valued at \$500,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

E. JOINT VENTURES.

- 1. The City may allow for Joint Venture bid discounts on some Contracts. Contracts that allow for Joint Venture bid discounts will be designated in Bid documents. A firm that is bidding or competing for City Contracts may partner with a certified SLBE or ELBE to compete for Contracts as a Joint Venture.
- 2. A Joint Venture shall be between two entities with the same discipline or license as required by the City. Joint ventures will receive bid discounts depending on the SLBE or ELBE percentage of participation. To be eligible for a discount, a Joint Venture Agreement shall be approved by the City at the time of Bid submittal. The maximum allowable discount shall be 5%. The parties shall agree to enter in the relationship for the life of the projects.
- 3. Joint Venture shall submit a Joint Venture Management Plan, a Joint Venture Agreement, or both at least 2 weeks prior to the Bid due date. Copies of the Joint Venture applications are available upon request to the Contract Specialist. Each agreement or management plan shall include the following:
 - a) Detailed explanation of the financial contribution for each partner.
 - b) List of personnel and equipment used by each partner.
 - c) Detailed breakdown of the responsibilities of each partner.
 - d) Explanation of how the profits and losses will be distributed.
 - e) Description of the bonding capacity of each partner.
 - f) Management or incentive fees available for any one of the partners (if any).

- 4. Each Joint Venture partner shall perform a Commercially Useful Function. An SLBE or ELBE that relies on the resources and personnel of a non-SLBE or ELBE firm will not be deemed to perform a Commercially Useful Function.
- 5. Each Joint Venture partner shall possess licenses appropriate for the discipline for which a proposal is being submitted. If a Joint Venture is bidding on a single trade project, at the time of bid submittal, each Joint Venture partner shall possess the requisite specialty license for that trade bid.
- 6. The SLBE or ELBE partner shall clearly define the portion of the Work to be performed. This Work shall be of the similar type of Work the SLBE or ELBE partner performs in the normal course of its business. The Joint Venture Participation Form shall specify the Bid items to be performed by each individual Joint Venture partner. Lump sum Joint Venture participation shall not be acceptable.
- 7. Responsibilities of the SLBE or ELBE Joint Venture Partner:
 - a) The SLBE or ELBE partner shall share in the control, management responsibilities, risks and profits of the Joint Venture in proportion with the level of participation in the project.
 - b) The SLBE or ELBE partner shall perform Work that is commensurate with its experience.
 - c) The SLBE or ELBE partner shall use its own employees and equipment to perform its portion of the Work.
 - d) The Joint Venture as a whole shall perform Bid items that equal or exceed 50% of the Contract Price, excluding the cost of manufactured items, in order to be eligible for a Joint Venture discount.

F. MAINTAINING PARTICIPATION LEVELS.

- 1. Credit and preference points are earned based on the level of participation proposed prior to the award of the Contract. Once the Project begins you shall achieve and maintain the SLBE-ELBE participation levels for which credit and preference points were earned. You shall maintain the SLBE-ELBE percentages indicated at the Award of Contract and throughout the Contract Time.
- 2. If the City modifies the original Scope of Work, you shall make reasonable efforts to maintain the SLBE-ELBE participation for which creditor preference points were earned. If participation levels will be reduced, approval shall be received from the City prior to making changes.
- 3. You shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE-ELBE Subcontractor. Failure to do so shall constitute a material breach of the Contract.
- 4. If you fail to maintain the SLBE-ELBE participation listed at the time the Contract is awarded and have not received prior approval from the City, the City may declare you in default and will be considered grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

- Documentation of your subcontracting efforts will be reviewed by EOCP to verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCP review is based on the federal "Six Good Faith Efforts" model.
- 2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City's Public Works procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
 - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
 - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for Bids or proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Bid or Proposal due date.
 - c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.
 - d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance of the City's EOC Office and the SLBE-ELBE Directory.
 - f) If you award subcontracts, require your Subcontractors to take the steps listed above.

H. GOOD FAITH EFFORT DOCUMENTATION.

1. If the specified SLBE-ELBE Subcontractor participation percentages are not met, you shall submit information necessary to establish that adequate GFEs were taken to meet the Contract Subcontractor participation percentages. See the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL." The instructions for completing the good faith effort submittal can be found on the City's website:

https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf

I. SUBCONTRACTOR SUBSTITUTION.

1. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of

Contract, or debarment. This section does not replace applicable California Public Contract Code.

J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

1. Falsification or misrepresentation of a sub-agreement as to company name, Contract amount or actual Work performed by Subcontractors, or any falsification or fraud on the part your submission of documentation and forms pursuant to this program, will result in sanctions against you including assessment of penalty fines, termination of the Contract, or debarment. Instances of falsification or fraud which are indicative of an attempt by you to avoid subcontracting with certain categories of Subcontractors on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability shall be referred to the Equal Opportunity Contracting Program's Investigative Unit for possible violations of Article 2, Division 35 of the City Administrative Code, §§22.3501 et seq. (Nondiscrimination in Contracting).

K. RESOURCES.

1. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:

http://www.sandiego.gov/eoc/programs/slbe

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 sections1810 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 1.11. 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 **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
- 2. The **2021 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.

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

1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK":

To Item 47, "Holiday", ADD the following:

Holiday	Observed On
Juneteenth	June 19

To Item 55, "Normal Working Hours", DELETE in its entirety and SUBSTITUTE with the following:

Normal Working Hours: Normal Working Hours shall be **7:00 AM to 5:00 PM, Monday through Friday**, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

SECTION 2 – SCOPE OF THE WORK

- **2-2 PERMITS, FEES, AND NOTICES.** To the "WHITEBOOK", ADD the following:
 - 2. The Contractor will obtain the following permits:
 - a. Building Permit
 - b. Grading & ROW Permit
 - c. Traffic Control Permit
 - d. SWPPP Permit
 - e. County Permit
 - f. SDG&E Permit.

- **2-2.3 Payment.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUE with the following:
 - 1. The payment for procuring Building Permits, Grading & ROW Permit, County Permit and SDG&E Permit shall be included in the Allowance Bid item for "Plan Checking and Permit Fees (EOCP Type I)".
- **2-6.1 Cost Reduction Proposal.** To the WHITEBOOK, item 10, DELETE in its entirety and SUBSTITUE with the following:
 - 10. The Change Order also includes the estimated net savings in the cost of performing the Work due to the accepted cost reduction proposal and provides that the contractor cost be adjusted by crediting the City with 100% of the estimated net savings amount.

SECTION 3 - CONTROL OF THE WORK

- **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.
- **3-7.6.1 Use of Computer Aided Drafting and Design.** To the "WHITEBOOK", Item 1, DELETE in its entirety and SUBSTITUTE the following: "
 - 1, Use AutoCAD for the preparation of Plans and As-Built drawings in accordance with the City's CADD Standards.
- **TECHNICAL STUDIES AND SUBSURFACE DATA.** To the "WHITEBOOK", ADD the following:
 - 5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a) Interim Report of Testing and Observation Services During Site Grading, dated November 4, 2020 by GeoCon Inc.
 - b) Biological Technical Report/Substantial Conformance Review, dated March 2021, by Engineering & Capital Projects, City of San Diego
 - 6. The reports listed above are available for review at the following link:

https://drive.google.com/drive/folders/13HpolBloFtmBRmwK_7g7XmOv0-IVXIEp

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.

- 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.
 - 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.
 - 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.

- d) Records Research.
 - 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.
- f) Survey Files CADD Requirements
 - i. All Computer Aided Drafting (CAD) work must be done in accordance with Citywide CADD Standards and must be in City seed files (.job, .txt, .dgn, .alg, .raw, .fwd, .dtm, .pdf, .docx, .xlsx, .tiff, and .jpg).
 - ii. All survey files shall be prepared in accordance with the City of San Diego's Citywide CADD Standards and shall adhere to the City's MicroStation level and attribute structure.
 - iii. City CADD seed files can be accessed at the following link: https://www.sandiego.gov/publicworks/edocref/drawings
- g) Survey Files Deliverables
 - i. The survey file deliverable will be one Master .dgn file containing all external reference files as separate models within the master.dgn, geospatially referenced.
 - ii. Resource files will be provided by the City Project Manager or designee to Design Consultant if requested. AutoCAD seed

files and cell Libraries have been created to City Standards for Consultant use. If the Consultant chooses to use the City AutoCAD resource files, the city will accept AutoCAD file submittals without conversion to MicroStation only outside of the City right of Way. (IE. Parks, major buildings) The City AutoCAD seed file must be used.

- iii. Survey files must include, but not limited to, the following items. Additional requirements shall be provided per consultant agreement or contract documents.
 - a. Street center line and record width right-of-way lines, including all pertinent easements, vacations and dedications where applicable.
 - Project .dgn files geospatially correct with units set to Survey Feet and all line work and stationing matching both the plans and the project geometry .alg files or .xml files.
 - c. Project geometry for proposed construction must have all files generated in InRoads or .xml files generated in AutoCAD. Horizontal alignments must be provided for all linear objects such as, sewer, water, storm drain, face of curb, walls, street center line, etc. Vertical alignments may be provided but not required for all linear objects that have a designed profile. However, horizontal alignment reports and vertical profiles must be shown on the plans.
 - d. When receiving preliminary topographic surveys from consultants, a 3D surface model showing break lines and spot elevations must be provided.
 - e. Monuments and Bench Marks shall be shown on the plans, and shall have a monumentation map showing all monuments within construction limits.
 - f. Top of Curb lines must have profiles shown for all new curb ramps that are designed, and must have its own stationing and alignment profile. Finish Surface and Flow line elevations shall be included when applicable.
 - g. All other specific appurtenances, including but not limited to water valves, meters, vaults, manholes, fire hydrants, utility boxes, cleanouts and poles.

- iv. Survey information shall be used to produce Final Red-lines and as-built drawings as described in Sections 2.31 Final Drawings, 2.3.5 "Red-lines" and 2.3.6 "As-Built Drawings".
- v. Surveys performed must list the basis of bearings as tied to Record of Survey 14492 or equivalent, based on the California Coordinate System of 1983, Zone 6, U.S. Survey foot, epoch 1991.35, along with a completed calibration sheet (blank form will be supplied by City Surveyors). The vertical datum used must be NGVD 29 in accordance with the City of San Diego Vertical Bench book. Survey Control Information can be obtained here.

h) Survey Files Submittal

- Survey files shall be submitted in accordance with 1.8 "CADD Transmittal" and Citywide CADD Standards. Survey files, final drawings, red-line and as-built drawings shall be submitted on a CD/DVD to the City Project Manager or designee.
- ii. After the documents have been posted in the file cloud, a confirmation email which includes the hyperlink to the website shall be sent to the City Project Manager or designee and SurveyReview@sandiego.gov.
- 7. All survey work and submittals which reveal non-compliance with the requirements of the Citywide CADD Standards shall be corrected and resubmitted by the Design Consultant at no additional cost to the City.

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.nsps.us.com/page/ALTANSPSStandards

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).

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.
 - 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.
 - 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

- 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.nsps.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.

- 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
 - 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%.
 - 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.

3-12.1 General. To the "WHITEBOOK", ADD the following:

- 3. You shall sweep all paved areas within the Work site and all paved haul routes as specified below:
 - a) Every Friday on a weekly basis.
 - b) 1 Working Day prior to each rain event.
 - c) As directed by the Engineer.

If these requirements would require you to sweep on a Holiday or Weekend, then you shall sweep the next available Working Day prior to that Holiday or Weekend.

- **3-12.8.3 Equipment.** To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:
 - 4. The approved dewatering system shall include a suitably sized pipeline to transport extracted groundwater from the Work Site to the indicated point of discharge as applicable under the dewatering permit in force during the dewatering operations. The alignment of this pipeline shall be subject to the approval by the Engineer. Where the pipeline is allowed to cross roadways or parking areas, you shall be required to install a conduit below the traveled surface. The installation shall provide protection for the temporary pipeline and a smooth transition across the traveled Surface in accordance with Standard Drawing SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets Major Excavation" or a concrete trench cap in accordance with Standard Drawing SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys Major Excavation".
- **3-13.1 Completion.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 2. Substantial Completion, in accordance with 3-13.1.1, "Requirements Before Requesting Substantial Completion", shall be completed in phases for this project as defined below:

Phase	Work Description	Limits of Work
1	Water Main Relocation	Connection of new pipeline, abandonment of existing portion of pipe, and vacation of existing easement.
2	Fire Station and Site Improvements	Construction of the proposed Fire Station and site improvements.

- **3-13.3.1 Defective Work.** To the "WHITEBOOK", item 6, DELETE in its entirety and SUBSTITUTE with the following:
 - 6. For Building Projects which require a certificate of occupancy, not including sewer and water facilities, if you fail to correct the defective Work listed on the City's Punchlist within 52 Working Days after the Contract Time, you shall reimburse the City for all costs to provide inspection services required to monitor Work beyond the 52 Working Days. The City shall bill you for the additional inspection at the City's established rates.
- **3-15.2 Integration of the Work with Separate Contractors.** To the "WHITEBOOK", ADD the following:
 - 2. The list of Separate Contractors includes:
 - a) Power Purchase Agreement with City vendor for PV stsyem
 - b) Public Art Consultant/Contractor

SECTION 4 - CONTROL OF MATERIALS

- **4-3.4 Specialty Inspection Paid for by the Contractor.** To the "WHITEBOOK", ADD the following:
 - 2. The specialty inspections required are listed as follows:
 - a) 36" Steel CML water pipe
 - b) Emergency Standby Generator with County of San Diego's Air Pollution

 Control District (APCD)
 - c) Emergency Response Apparatus Traffic Beacon
 - d) SDGE Connections
 - e) AT&T Connections

ADD:

- **4-3.6 Preapproved Materials.** 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 issuance of the Notice of Intent to
 Award 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 and defense duties set forth in the Contract.

5-4.1 Policies and Procedures.

1. You shall procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.

- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- 3. You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
- 4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
- 5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
- 6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and 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 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:

General Annual Aggregate Limit	Limits of Liability
Other than Products/Completed Operations	\$10,000,000
Products/Completed Operations Aggregate Limit	\$10,000,000
Personal Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000

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.

5-4.2.3 Workers' Compensation Insurance and Employers Liability Insurance.

- 1. In accordance with the provisions of California Labor Code section 3700, 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 this requirement.
- 2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- 3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work.

5-4.2.4 Contractors Pollution Liability Insurance.

- 1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.
- 2. All costs of defense shall be outside the limits of the policy.
- 3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.

- 4. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim unless the City has provided prior, written approval.
- 5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12-month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

5-4.2.5 Contractors Hazardous Transporters Pollution Liability Insurance.

- 1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount no less than \$2,000,000 limit per occurrence and \$4,000,000 aggregate per policy period of one year.
- 2. All costs of defense shall be outside the limits of the policy.
- 3. You shall obtain written approval from the City from any insurance provided by a Subcontractor instead of you.
- 4. To obtain City approval of a Subcontractor's insurance coverage in lieu of the Contractor's insurance, the Contractor shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability Insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City.

Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12-month extended Claims Discovery Period applicable to this Contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.

5-4.2.6 Contractors Builders Risk Property Insurance.

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 percent of the value of the Work under this Contract, plus 15 percent 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 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 that become due and payable under the policy or policies, may compromise any and all claims, and will apply the proceeds of this 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. The responsibility for paying the part of any loss not covered because of the 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 percent of its loss. You shall pay the City any portion of the 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 percent of the loss not insured because of the deductible.

5-4.2.8 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

- 1. For Contracts with required engineering services, including <u>Design-Build</u> and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of Professional Liability coverage with a limit of no less than \$3,000,000 per claim and \$3,000,000 aggregate per policy period of one year.
- 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 three years after completion of the Project or termination of the 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 here.
- **Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract 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 of California, 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 of California 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 in this Contract.

- **5-4.4 Evidence of Insurance.** You shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), prior to your commencement of Work under this Contract. In addition, The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
- 5-4.5 Policy Endorsements.
- 5-4.5.1 Commercial General Liability Insurance.
- **Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
 - i. Ongoing operations performed by you or on your behalf,
 - ii. your products,
 - iii. your work, e.g., your completed operations performed by you or on your behalf, or
 - iv. 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 Workers' Compensation Insurance and Employers Liability Insurance.
- **5-4.5.2.1 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.
- 5-4.5.3 Contractors Pollution Liability Insurance Endorsements.
- **Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
 - a. Ongoing operations performed by you or on your behalf, your products,
 - b. your work, e.g., your completed operations performed by you or on your behalf, or
 - c. premises owned, leased, controlled, or used by you.
- 5-4.5.3.2 **Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

- **Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.
- 5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.
- **Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
 - a. Ongoing operations performed by you or on your behalf, your products,
 - b. your work, e.g., your completed operations performed by you or on your behalf, or
 - c. premises owned, leased, controlled, or used by you.
- **5-4.5.4.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.
- **5-4.5.4.3 Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and shall provide cross-liability coverage.
- 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 that 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,, 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 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 disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- **S-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, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.
- **5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies, including, all endorsements.
- **5-10.2.1 Public Notice by Contractor.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

5-10.2.1 Public Notice by Contractor.

- 1. Post Project Identification Signs in accordance with 3-11.2, "Project Identification Signs".
- 2. No less than 5 and no more than 10 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 i.e., work area and any other affected areas as shown on the "Notification of Planned Water Shutdown" when you perform the Work.
- 3. The notification process must be repeated for delays and long pauses in construction activities. Verbal and written notifications, such as door hangers, 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 Engineer.
- 4. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record e.g., time-stamped pictures of the notices, to the Engineer upon request. You shall identify all other critical facilities that need to be notified.
- 5. Verbal and written notifications shall also include specific impacts from the construction of the City facilities, e.g., fire hydrants, air vacuum and blow-off devices, pedestrian ramps, and sidewalks, e.g., the loss of parking, access, and impact to private property, e.g., landscaping.

- 6. 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 and all critical facilities such as police stations, fire stations, hospitals, and schools.
- 7. Where Work is to be performed at least 5 and at most 10 Working Days before starting construction, survey activities, or impacting the community as approved by the Engineer.
- 8. Within 5 Working Days of the completion or pausing of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outline the anticipated dates of Asphalt Resurfacing, Slurry Seal, Sidewalk, or Curb Ramp Work. Upon resuming construction activities, you shall redistribute door hangers described in section a) above.
- 9. "No Parking" signs shall be placed 72 hours before the scheduled construction activities and must include the name and phone number of the Contractor. The Contractor shall document the placement of the signs with time-stamped pictures.
- 10. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each commercial building tenant abutting each street block segment.
- 11. Where the front doors of apartment units are inaccessible or occupants are unavailable, distribute the door hanger notices to the apartment manager or security officer and leave your contact information, such as business cards.
- 12. Provide time-stamped pictures of the notices to the Engineer,
- 13. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
- 14. Door hangers shall include the funding source if project is funded in part by State Gas Tax Revenue (SB1).
- 15. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.
- 16. For all Work on private property, contact each owner and occupant individually a minimum of 15 Working Days before the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Engineer.
- 17. A sample of public notices will be included in the Contract.

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

- **6-1.1 Construction Schedule.** To the "WHITEBOOK", ADD the following:
 - 3. Refer to the Sample City Invoice materials **Appendix D Sample City Invoice** and use the format shown.

- 4. The **90 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".
- **General.** To the "WHITEBOOK", item 3, subitem d, DELETE in its entirety and SUBSTITUTE with the following:
 - d) 30 Calendar Days for full depth asphalt final mill and resurfacing work required per SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets Major Excavation".

ADD:

6-6.1.1 Environmental Document.

- The City of San Diego Development Services Department has prepared a an Addendum to an Environmental Impact Report, a Notice of Determination, and a Final Recorded Site Development Permit for Fire Station 48 Black Mountain Ranch, Project No. 142244, as referenced in the Contract Appendix. You shall comply with all requirements of the Addendum to an Environmental Impact Report, Notice of Determination and Final Recorded Site Development Permit as set forth in Appendix A.
- 2. Compliance with the City's environmental documents and Substantial Conformance Review shall be included in the Contract Price, unless separate bid items have been provided.
- 3. Compliance with the City's environmental document includes, but is not limited to, the required stipulations for reduction of 100' wetland buffer stated in **Appendix A**.

6-6.2.2 Paleontological Monitoring Program. To the "WHITEBOOK", ADD the following:

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

- **6-9 LIQUIDATED DAMAGES**. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
 - 2. The execution of the Contract shall constitute agreement between you and the City that the liquidated damage amount described in the table below is the value of the damage caused by your failure to complete the Work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from your payments if such delay occurs.

Contract Value	Liquidated Damages Daily Amount	
Less than \$200,001	\$1,000	
\$200,001 to \$500,000	\$1,500	

Contract Value	Liquidated Damages Daily Amount	
\$500,001 to \$1,000,000	\$2,000	
\$1,000,001 to \$2,000,000	\$2,500	
\$2,000,001 to \$5,000,000	\$3,000	
\$5,000,001 to \$10,000,000	\$5,500	
\$10,000,001 to \$20,000,000	\$6,500	
Greater Than \$20,000,000	\$7,000	

SECTION 7 - MEASUREMENT AND PAYMENT

- **7-2.1 Schedule of Values.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
 - 2. The design builder is responsible for preparing a Budget Management System throughout the entire project and shall prepare a budget submittal for each design phase. Provide a budget breakdown during design development using Uniformat Classification (or similar) as follows: Level 2 at 30% Design, Level 3 at 60% with increasing level of detail at 90% Design. At 100% Design, the Contractor shall utilize the Budget Management System to provide a Cost Loaded Schedule for invoicing purposes.

The Schedule of Values shall:

- a) Subdivide the Work into its respective parts.
- b) Include values for all items comprising the Work.
- c) Serve as the basis for monthly progress payments.
- **7-3.1 General.** To the "WHITEBOOK", ADD the following:
 - 1. The Lump Sum Bid item for "Engineering and Design Services (2.1)" shall include section items in ATTACHMENT A SECTION 2, SCOPE OF WORK 2.1.
 - 2. The Lump Sum Bid item for "Engineering and Design Services (2.2 & 2.3)" shall include section items in ATTACHMENT A SECTION 2, SCOPE OF WORK 2.2 and 2.3.
 - 3. The Lump Sum Bid item for "**Water Main Relocation**" shall include all scope referenced in ATTACHMENT A SECTION 2, SCOPE OF WORK 2.1.
 - 4. The Lump Sum Bid item for "**Site Grading & Pad Preparation**" shall include all scope referenced in ATTACHMENT A SECTION 2, SCOPE OF WORK 2.2.

- 5. The Lump Sum Bid item for "Fire Station & Site Improvements" shall include all scope referenced in ATTACHMENT A SECTION 2, SCOPE OF WORK 2.3.
- 6. The Allowance Bid item for "Furnishing, Fixtures, & Equipment" shall include fees for purchasing of furniture, fixtures, & equipment of items listed per ATTACHMENT A SECTION 2, SECTION 2.8.3 of this document. Assemble, storage and installation shall be part of the general contract amount.
- **7-3.9 Field Orders**. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. If the cumulative total of Field Order items of Work does not exceed the "Field Orders" Bid Item, the City shall pay those Field Orders as shown below:

TABLE 7-3.9
FIELD ORDER LIMITS

Contract Price	Maximum Each Field Order Work Amount
Less than \$1,000,001	\$10,000
\$1,000,001 to \$5,000,000	\$20,000
\$5,000,001 to \$10,000,000	\$25,000
\$10,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$70,000

- **7-3.11 Compensation Adjustments for Price Index Fluctuations.** To the "WHITEBOOK" ADD the following:
 - 5. This Contract **is not** subject to the provisions of The "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

SECTION 203 - BITUMINOUS MATERIALS

- **203-6.1 General.** To the "WHITEBOOK" and "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
- **203-6.1 General.** Asphalt concrete shall be the product of mixing mineral aggregate and reclaimed asphalt pavement (RAP) with asphalt binder at a central mixing plant.

When specified in the Special Provisions, asphalt concrete may be produced using a warm mix asphalt (WMA) technology.

Unless otherwise specified in the Special Provisions or shown on the Plans, asphalt concrete mixtures shall conform to 203-6.4.

If the asphalt concrete mixture contains more than 15% RAP, refer to Caltrans Standard Specifications Section 39, "Asphalt Concrete" for "Materials" and "Construction" requirements only unless specified otherwise in these (1)

Supplementary Special Provisions, (2) The WHITEBOOK, and (3) The GREENBOOK in that order of precedence. Replace all references to actions by the "Department" with actions by the "City."

203-6.2.1 Asphalt Binder. To the "GREENBOOK", ADD the following:

Unless otherwise specified, for mixtures containing 15 percent or less RAP, the performance grade of the virgin asphalt binder shall be the grade specified in the Special Provisions with the upper and lower temperature classification of Performance Grade (PG) 64-10.

For mixtures containing greater than 15 percent and not exceeding 25 percent RAP, the performance grade of the virgin binder shall be the grade specified in the Special Provisions with the upper and lower temperature classification of PG 58-16.

For mixtures containing greater than 25 percent RAP, the performance grade of the asphalt binder shall be determined based on viscosity and blending charts developed in accordance with AASHTO M323.

203-6.2.2 Rock Products for Asphalt Concrete Mixtures. To the "GREENBOOK", ADD the following:

Aggregates must be clean and free from deleterious substances. The aggregates for a leveling course must comply with the gradation specifications for Type A HMA in Caltrans Standard Specification Section 39-2.02B.

203-6.2.3 Rock Products for Type III Asphalt Concrete Mixtures. To the "GREENBOOK", ADD the following:

Aggregate gradation must be determined before the addition of asphalt binder and must include supplemental fine aggregates. Test for aggregate gradation under AASHTO T 27. Do not wash the coarse aggregate. Wash the fine aggregate only. Use a mechanical sieve shaker. Aggregate shaking time must not exceed 10 minutes for each coarse and fine aggregate portion. Choose a TV within the TV limits shown in the tables titled "Aggregate Gradations." Gradations are based on nominal maximum aggregate size.

203-6.2.5.1 General. To the "GREENBOOK", ADD the following:

RAP shall be defined as asphalt concrete pavement that has been processed to a maximum of 1 inch (25 mm) in size and is free of contaminants. RAP may be substituted for part of the virgin aggregate in a quantity up to the lowest level allowed in the Caltrans Standard Specifications by dry weight of the combined aggregates.

Unless otherwise specified, RAP may be substituted for part of the virgin aggregate at or above the level allowed in the Caltrans Standard Specifications; currently, 25 percent by dry weight of the combined aggregates.

203-6.2.5.2 RAP Stockpiles. To the "GREENBOOK", ADD the following:

Fractionated RAP stockpiles shall be isolated from other materials. Fractionated RAP shall be stored in conical or longitudinal stockpiles. Fractionated RAP shall not be agglomerated or be allowed to congeal.

203-6.2.5.3 Fractionation. To the "GREENBOOK". DELETE in its entirety and SUBSTITUTE with the following:

203-6.2.5.3 Fractionation. Fractionation is the processing of RAP into 2 or more sizes. For RAP substitution of 15 percent or less, fractionation is not required. For RAP substitution greater than 15 percent, RAP shall be fractionated into 2 sizes conforming to the requirements shown in Table 203-6.2.5.3. The RAP stockpile fractionation gradation shall conform to the requirements shown in Table 203-6.2.5.3.

Table 203-6.2.5.3

Size	Test Method	Requirement
Coarse (% passing the 1-inch sieve)	California Test 202 ^a	100
Fine (% passing the 3/8-inch sieve)	California Test 202ª	98-100

^a Maximum mechanical shaking time is 10 minutes.

If RAP is from multiple sources, the RAP shall be thoroughly and completely blended before fractionating.

The coarse fractionated stockpile, the fine fractionated stockpile, or a combination of the coarse and fine fractionated stockpile may be used.

203-6.2.5.4 Testing. To the "GREENBOOK", ADD the following:

The mix design RAP stockpile shall be sampled and tested in accordance with California Test 384. The average shall be reported on the mix design submittal. When the mix design RAP stockpile is augmented, RAP used to augment the stockpile shall be sampled at a minimum frequency of 1 sample per 500 tons in accordance with California Test 384 before augmenting. Each sample shall be tested to determine the uncorrected binder content in accordance with AASHTO T 308. The same ignition oven shall determine the uncorrected asphalt binder content reported on the mix design submittal.

The augmented RAP sample, when tested under AASHTO T 209, shall be within \pm 0.06 of the average maximum specific gravity reported on the mix design submittal.

For startup of a project:

- 1. Less than 5,000 tons of a QC test from another City approved submittal from the same plant within the last 90 days may be submitted for review.
- 2. For greater than 5,000 tons the following QC test must be completed and submitted to the Engineer:

Quality Characteristic	Test Method
Asphalt binder content	AASHTO T 308, Method A
HMA moisture content	AASHTO T 329
Combined Aggregate Gradation	California Test 384
Combined Aggregate Sand equivalent	California Test 217 or ASTM D2419
Combined Aggregate Moisture	AASHTO T 255
content	
Air voids content	AASHTO T 269
Voids in mineral aggregate	MS-2 Asphalt mixture volumetrics
Dust proportion	MS-2 Asphalt mixture volumetrics
Hveem Stability	MS-2 and OBC CT 367
Hamburg wheel track	AASHTO T 324 (modified)
Gyration Compaction	AASHTO T 312

During production, RAP QC testing shall be sampled twice daily and the following additional tests shall be performed with the minimum frequency:

Quality Characteristic	Test Method	Minimum Frequency	
Asphalt binder content	AASHTO T 308, Method A	1 per day with a minimum of 500 tons	
Aggregate Gradation – combined with RAP	California Test 384	1 per day with a minimum of 100 tons	
Aggregate Sand equivalency	California Test 217 or ASTM D2419	1 per day with a minimum of 100 tons	
Aggregate Moisture content	AASHTO T 255	1 per day with a minimum of 100 tons	
Hveem Stability	MS-2 and OBC CT 367	1 per day with a minimum of 100 tons	
Hamburg wheel track	AASHTO T 324 (modified)	1 per 5,000 tons or 1 per project, whichever is greater	
Nuclear gauge density	California Test 375	1 per 50 tons	

203-6.2.5.5 Quality. To the "GREENBOOK", ADD the following:

For RAP content higher than 15% in HMA, refer to Sections 39-2.01, "General"; 39-2.02, "Type A Hot Mix Asphalt," and 39-2.03, "Rubberized Hot Mix Asphalt--Gap Graded," of the Caltrans Standard Specifications in effect at the time of Bid for the quality assurance requirements. Under this process, the contractor performs quality control testing, and the City performs acceptance testing and inspection. The acceptance decision is based on the City's test results only.

RAP shall conform to the requirements shown in Table 203-6.2.5.5:

Table 203-6.2.5.5

Quality Characteristic	Test method	Requirement
Uncorrected Binder Content (% within the average value reported) ^a	AASHTOT308	±2.00
Specific gravity (within the average value reported)	AASHTO T 209	±0.06
Combined Aggregates Sand Equivalent (min)	California Test 217 or ASTM	50

^a Average uncorrected binder content of 3 ignition oven tests performed.

203-6.3.1 General. To the "GREENBOOK" and "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

203-6.3.1 General.

- 1. The Contractor shall submit in accordance with 3-8.4 a JMF that summarizes each asphalt concrete mix design for each class and grade of asphalt concrete required to construct the Work. Supporting information for the warm mix asphalt (WMA) technology and/or recycling agent, if included in a mixture, shall also be submitted e.g., C2 PG 58-16 (½ inch) (12.5 mm) and B3 PG 58-16 (¾ inch) (19 mm) asphalt concrete.
- 2. Asphalt concrete for JMF and Mix Designs shall be Type III and shall not exceed the allowable RAP level.
- 3. The JMF shall identify the source and the individual grading of each material used to produce the mix design (including the percentage and individual gradation of any manufactured or natural sands), the combined gradation, the optimum binder content (OBC), void content, reclaimed asphalt pavement (RAP) percentage, RAP gradation, RAP binder content, stability value, plant identification, mix number, WMA technology, and the source and performance grade of the paving asphalt. Upon request, the mix design test data represented by the JMF shall be immediately made available to the Engineer.
- 4. When greater than 25 percent RAP is to be included in a mixture, a mix design shall be submitted on Caltrans Forms CEM-3511 and CEM-3512 or another format as approved by the Engineer. The submittal shall include supporting information showing the viscosity of the individual binders (both the virgin paving asphalt grade and that of the binder recovered from the RAP); and the amount of recycling agent, if any, and the blended final viscosity in accordance with AASHTO M323.

^a Average maximum specific gravity reported on the JMF.

- 5. For all mixtures, the asphalt binder content shall be defined as the total bituminous material present in the mix consisting of the blend of virgin paving asphalt, residual paving asphalt from RAP, and recycling agent.
- 6. Refer to Caltrans Standard Specifications, 39-2.01A(3)(b), "Job Mix Formula" for additional requirements for modifications, renewal, authorization, and quality control plan.
- 7. A new mix design shall be prepared and a new JMF submitted if:
 - a) the combined aggregate gradation is not within ± 3 percentage points of the gradation shown on the referenced mix design on any sieve,
 - b) the source of any aggregate is changed,
 - c) the performance grade of paving asphalt is changed,
 - d) the average binder content in a new fractionated RAP stockpile varies by more than \pm 2.00 percent from the average RAP binder content reported on the JMF,
 - e) the average maximum specific gravity in a new fractionated RAP stockpile varies by more than \pm 0.060 from the average maximum specific gravity value reported on the JMF.
- 8. AASHTO T 324 (Modified) is AASHTO T 324 (Standard Method of Test for Hamburg Wheel-Track Testing of Compacted Asphalt Mixtures) with the following parameters:
 - a) Target air voids must equal 7.0 ± 1.0 percent.
 - b) Specimen height must be 60 ± 1 mm.
 - c) Number of test specimens must be 4 to run 2 tests.
 - d) Do not average the 2 test results.
 - e) Test specimen must be a 150 mm gyratory compacted specimen.
 - f) Test temperature must be set at:
 - 1. 113 ± 2 degrees F for PG 58 for use of 25% RAP
 - 2. 22 ± 2 degrees F for PG 64 for use of 15% RAP
 - 3. Measurements for impression must be taken at every 100 passes along the total length of the sample.
 - g) Inflection point is the number of wheel passes at the intersection of the creep slope and the stripping slope at maximum rut depth.
 - h) Testing shut off must be set at 25,000 passes.
 - i) Submersion time for samples must not exceed 4 hours.
- 9. Take samples under California Test 125.

ADD:

203-6.3.3

Asphalt Binder Replacement. Asphalt binder replacement shall be defined as the asphalt binder from RAP expressed as a percent of the total asphalt binder in the mixture. The asphalt binder replacement shall be calculated as a percentage of the approved JMF target asphalt binder content. The maximum asphalt binder replacement for mixtures containing RAP shall be 25 percent of the optimum binder content (OBC) for surface courses and 40 percent for leveling and base courses.

For Type A HMA with a binder replacement percent less than or equal to 25 percent of your specified OBC, you may request that the performance-graded asphalt binder grade with upper and lower temperature classifications be reduced by 6 degrees C from the specified grade.

Once the City has approved a mix design, the asphalt binder content shall be within 0.5% of the identified target binder contents for each mix design submitted.

Each approved asphalt plant and location shall perform an annual verification process with the City.

ADD:

203-6.4.5 Miscellaneous Areas and Dikes. For miscellaneous areas and dikes:

- 1. Choose the aggregate gradation from:
 - a) 1/2-inch Type A HMA aggregate gradation.
 - b) Dike mix aggregate gradation.
- 2. Choose asphalt binder Grade PG 58-16 or 64-10.
- 3. Minimum asphalt binder content must be:
 - a) 5.70 percent for 1/2-inch Type A HMA aggregate gradation.
 - b) 6.00 percent for dike mix aggregate gradation.

If you request and the Engineer authorizes, you may reduce the minimum asphalt binder content. Aggregate gradation for dike mix must be within the TV limits for the specified sieve size as shown below:

Sieve size	Target value limit	Allowable tolerance
1/2"	100	-
3/8"		95 - 100
No. 4	73-77	TV ± 10
No. 8	58-63	TV ± 10
No. 30	29-34	TV ± 10
No. 200		0 - 14

For HMA used in miscellaneous areas and dikes, sections 203-6.3.1 do not apply.

203-6.7 Production. To the "GREENBOOK"' ADD the following:

1. Before production, the HMA plant must have a current qualification under the City's Material Plant Quality Program for each mix design.

203-6.7.1 General. To the "GREENBOOK", ADD the following:

During production, the hot- or cold-feed proportion controls for virgin aggregate and RAP may be adjusted. For RAP substitution of 15 percent or less, RAP must be within \pm 5 of the RAP percentage shown in the approved JMF fo1m without exceeding 15 percent. For RAP substitution of greater than 15 percent, RAP must be within \pm 5 of the RAP percentage shown in the approved JMF form without exceeding 25 percent.

Do not start HMA production before verification and authorization of JMF. The HMA plant must have a current qualification under the City's Material Plant Quality Program. Weighing and metering devices used to produce HMA modified with additives must comply with the City's MPQP. If a loss-in-weight meter is used for dry HMA additive, the meter must have an automatic and integral material delivery control system for the refill cycle.

Calibrate the loss-in-weight meter by:

- 1. Including at least 1 complete system refill cycle during each calibration test run
- 2. Operating the device in a normal run mode for 10 minutes immediately before starting the calibration process
- 3. Isolating the scale system within the loss-in-weight feeder from surrounding vibration
- 4. Checking the scale system within the loss-in-weight feeder for accuracy before and after the calibration process and daily during mix production
- 5. Using a minimum 15 minute or minimum 250 lb. test run size for a dry ingredient delivery rate of less than 1 ton per hour.
- 6. Complying with the limits of City's Conveyor Scale Testing

Proportion aggregate by hot or cold-feed control. The aggregate temperature must not be more than 375 degrees F when mixed with the asphalt binder. Asphalt binder temperature must be from 275 to 375 degrees F when mixed with aggregate. Mix HMA ingredients into a homogeneous mixture of coated aggregates.

HMA must be produced at the temperatures shown in the following table:

HMA compaction	Temperature (°F)	
HMA		
Density based Method	s; 325	
	305–325	

If you stop production for longer than 30 days, a production start-up evaluation is required.

SECTION 209 - PRESSURE PIPE

209-1.1.1 General. To the "WHITEBOOK", ADD the following:

- 2. PVC products, specifically type C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.
- 3. Refer to AWWA C900-16 for all references to AWWA C905.
- **209-7.2 Requirements.** To the "GREENBOOK", Table 209-7.2 DELETE in its entirety and SUBSTITUTE with the following:

TABLE 209-7.2

Function	Туре	Materials/Method
Pipe Contents	Pipe Color (Plastic	Blue for Potable Water.
Identification	Pipe or Polywrap <u>1</u>)	Purple for Recycled Water.
		Green for Sewage.
		AND
	Stenciling	Stenciling marked on pipe in contrasting color to background color of pipe
		stating: "POTABLE WATER",
		"CAUTION RECYCLED WATER - DO NOT DRINK" or "CAUTION SEWER" as
		appropriate.
		5/8" (16 mm) high letters.
		Repeated at 1 foot (300 mm) intervals.
		OR
	Identification Tape	Polyethylene tape 6" (150 mm) wide and 4 mils (100 µm) minimum thickness
		with 2" (50 mm) high letters stating:
		"POTABLE WATER", "CAUTION RECYCLED WATER - DO NOT DRINK" or "CAUTION
		SEWER" as appropriate.
		For pipe > 12" (300 mm) diameter, use 12" (300 mm) wide tape.
		Color - Blue With white letters for potable water,
		Purple With white letters for recycled water,
		Green with white letters for sewage.
		Attached to top of pipe with adhesive tape.
Pipe Warning and	Warning and	Polyethylene tape 6" (150 mm) Wide and 4 mils (100 μm) minimum thickness
Locating	Locating Tape	with 2"(50 mm) high letters stating:
		"CAUTION: WATERLINE BURIED BELOW", "CAUTION RECLAIMED WATERLINE
		BURIED BELOW - DO NOT DRINK", or "CAUTION: SEWER BURIED BELOW" as
		appropriate.
		For pipe > 12" (300 mm) diameter, use 12" (300 mm) wide tape. Color - blue with black or white letters for potable water,
		Purple With black or white letters for potable water,
		Green with black or white letters for recycled water,
		Place in pipe trench 18" (450 mm) above pipe. Tape shall contain metallic strip that can be registered by magnetic field
		locating device.
		OR
	Locating	In lieu of installing metallic warning tape; non-metallic warning tape 18" (450
	Wire	mm) above pipe and 10-gauge copper wire attached to top of pipe and
	******	accessibly terminated may be used.

¹Polywrap shall not be used as pipe color identification for plastic pipe.

SECTION 302 - ROADWAY SURFACING

Pavement Restoration Adjacent to Trench. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

302-5.2 Pavement Restoration Adjacent to Trench Influence Zone.

- The Work for pavement restoration shall include the replacement of existing pavement outside of the trench influence zone in accordance with SECTION 302 – ROADWAY SURFACING, and as shown on the Plans.
- 2. Prior to the commencement of the Work, you shall meet with the Engineer and determine the limits of the pavement to be replaced.
- 3. Existing pavement shall be removed in accordance with SECTION 404 COLD MILLING, and as shown on the Plans.
- 4. Areas of damaged pavement requiring base repair Work shall be restored in accordance with Section 301-1.6, "Preparatory Repair Work", and as shown on the Plans.
- **Measurement and Payment.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The payment for asphalt concrete ovelay (2 Inch) pavement restoration outside of the trench influence zone shall be made on a tonnage basis in accordance with Section 302-5.9, "Measurement and Payment" and shall be included in the Bid Item "Water Main Relocation", unless separate Bid items have been provided. The following shall be included in the payment for "Water Main Relocation":
 - a) Saw-cutting existing edges.
 - b) Applying tack coat.
 - c) Placement, curing, and protection of new pavement.
 - 2. The payment for removal of existing asphalt concrete pavement [Cold Milling (2 Inch)] in accordance with Section 404-12, "Payment", and paid for under Bid Item "Water Main Relocation".
 - 3. The payment for base repair Work shall be made in accordance with Section 301-1.7, "Payment".
- **Tack Coat.** To the "WHITEBOOK", ADD the following:
 - 3. Prior to applying the tack coat, submit calculations for the minimum spray rate required to achieve the minimum residual rate.
- **302-6.1 General.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
 - 3. The thickness of the new concrete pavement shall be in accordance with Standard Drawing SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys Major Excavation".

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-5.10.1 Installation. To the "WHITEBOOK", ADD the following:

- 8. Where it is infeasible for a curb ramp run to intersect the street grade at the maximum allowable slope, a slope steeper than 8.33% may be used to limit the ramp run length to 15 ft. The 15-foot measurement excludes landings and shall measure the inside back edge of a sidewalk radius.
- **Payment.** To the "WHITEBOOK", item 1 and item 2, DELETE in their entirety and SUBSTITUTE with the following:
 - 1. The payment for each curb ramp shall include:
 - a. Ramp runs & transition areas (up to 15 ft),
 - b. Landings,
 - c. DWTs,
 - d. Demolition and disposal,
 - e. Forming,
 - f. Relocating or raising items in conflict to grade,
 - g. Protecting and preserving existing survey monuments and improvements,
 - h. Restoring pavement.
 - 2. Additional concrete sidewalk and curb quantities beyond 15 feet (4.6 m), measured from the inside back edge of the sidewalk radius where it intersects with the landing, shall be included in the Bid items for "Additional Sidewalk" and "Additional Curb".

SECTION 306 - OPEN TRENCH CONDUIT CONSTRUCTION

306-1 GENERAL. To the "GREENBOOK", ADD the following:

- 1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings.
 - a. SDG-105, "Pavement Restoration General Notes"
 - b. SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets Major Excavation"
 - c. SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys Major Excavation"
 - d. SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets Minor Excavation"
 - e. SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys Minor Excavation"

- **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.
- **306-8.9.4.5 Dechlorination and Flushing.** To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:
 - 4. All costs associated with the purchase of the meter and flushing operations shall be included under the costs for the pipeline installation and shall be paid under the Bid item for "WATER MAIN RELOCATION".
- **PAYMENT.** To the "GREENBOOK", ADD the following:
 - 1. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
- **General.** To the "WHITEBOOK", item 1, subitem n, DELETE in its entirety and SUBSTITUTE with the following:
 - n. Permanent resurfacing. See **306-1 GENERAL** for permanent pavement restoration requirements.
- **306-15.7 Buried Structures.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
- **306-15.7 Buried Structures.** To the "GREENBOOK", sentence (3), DELETE in its entirety and SUBSTITUTE with the following:

The Contract Unit Price shall include excavation, backfill, disposal of all excess excavation, constructing inverts, furnishing and installing castings, restoration of the street surface (See **306-1 GENERAL** for permanent resurfacing requirements) and improvements including but not limited to sidewalk panel, and all other Work, excluding temporary resurfacing, necessary to construct the buried structure, complete in-place.

- **306-15.8 Pipeline Appurtenances.** To the "WHITEBOOK", ADD the following:
 - 10. Payment for pipeline appurtenances will be mate at the contract unit price for each appurtenance of the size including permanent resurfacing requirements. See **306-1 GENERAL** for permanent resurfacing requirements.

306-16.6 Payment. To the "WHITEBOOK", ADD the following:

- 6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
 - a. See **306-1 GENERAL** for permanent resurfacing requirements.

306-17.2 Payment. To the "WHITEBOOK", ADD the following:

- 12. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
- 13. See **306-1 GENERA**L for permanent resurfacing requirements.

SECTION 400 - PROTECTION AND RESTORATION

400-1 GENERAL. To the "WHITEBOOK", ADD the following:

- 6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work..
 - a. SDG-105, "Pavement Restoration General Notes"
 - b. SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets Major Excavation"
 - c. SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys Major Excavation"
 - d. SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets Minor Excavation"
 - e. SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys Minor Excavation"

SECTION 401 - REMOVAL

401-3.1 Concrete Pavement. To the "WHITEBOOK", ADD the following:

4. See Section **400-1 GENERAL** for permanent resurfacing requirements.

- 401-3.2 Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections. To the "WHITEBOOK", ADD the following:
 - 7. See Section **400-1 GENERAL** for permanent resurfacing requirements.

SECTION 402 - UTILITIES

402-1.1 General. To the "GREENBOOK", paragraph 5, DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall complete excavation, backfill, and placement of temporary resurfacing on the same Day. Backfill shall conform to 306-12. Temporary resurfacing shall conform to 306-13.1. Permanent resurfacing shall be placed within 10 Working Days unless otherwise specified in the Special Provisions or directed by the Engineer. See Section **400-1 GENERAL** for permanent resurfacing requirements.

To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTUTUTE with the following:

- 2. You shall fill all potholes on the same day of potholing if no trenching is to be performed within 10 Working Days of the excavation. Fully restore all potholes and any damaged surrounding areas to their original condition unless otherwise specified by the Engineer. Permanent resurfacing shall conform to SDG-123, "36-Inch and Smaller Pothole and Exploratory Excavation".
- **402-2 PROTECTION.** To the "WHITEBOOK", item 2, ADD the following:
 - g) Refer to **Appendix I Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.
- **402-6 COOPERATION.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 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).
- **402-8 PAYMENT.** To the "WHITEBOOK", ADD the following:
 - 6. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

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) Carmel Valley Road: Dove Canyon Rd Valle Del Sur Ct
 - b) Winecreek Road: driveway Construction Operations (County of san Diego)

- **Payment** . To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
 - 2. The payment for Engineered Traffic Control Plans, traffic control Work, and traffic control permits shall be included in the Bid item for "Fire Station & Site Improvements".

SECTION 700 - MATERIALS

- **700-1.3 (86-1.02B) Conduit.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. When approved by the Engineer, conduit runs shown on the plans to be located behind curbs may be installed in the street, within 4 feet of and parallel to the curb, by narrow trenching. All pull boxes shall be located behind the curb or at locations shown on the plans. Narrow trenching shall be performed in accordance with the latest City Standards. Any changes in conduit location shall be approved in advance by the Engineer. All narrow trenching shall conform to the City of San Diego Standard Drawings SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation", SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation" and be inspected prior to backfill. Trenches behind sidewalks shall be compacted using compaction tools to ensure no sinking of trench will occur. Trenches wider than 6 inch (15.2 cm) shall conform to the City of San Diego Standard Drawings SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation", and SDG-119, "Trench Types G, H & I Backfill for Dry Utility". A 3-inch (7.6 mm) bed of fine soil or sand shall be placed in the trench.

SECTION 800 - MATERIALS

800-1.2.5 Mulch. To the "WHITEBOOK", item 3, subsection "i", ADD the following:

Type 9 Mulch shall be 4 inches maximum in size.

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

- **Project Biologist.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
 - 2. You shall 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.
- **Payment.** To the "WHITEBOOK", item 1, subsection "e", DELETE in its entirety and SUBSTITUTE with the following:
 - e. The payment for the monitoring, reporting, and maintenance Work required during the maintenance period beyond the PEP in accordance with the Long

Term Maintenance and Monitoring Agreement (LTMMA) included in the Contract Documents includes payment for the Project Biologist when required, furnishing the required reports, site observations, and bond(s), and shall be included in the Lump Sum Bid item for the "25-Month Revegetation Maintenance and Monitoring Program".

SECTION 901 - INSTALLATION AND CONNECTION

- **901-1.1.2.3 High-lining Removed by the Contractor.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
 - After removing all high-lining construction material and debris, you shall restore streets, curbs, gutters, sidewalks, fire hydrants, and other disturbed facilities in accordance with PART 4 - EXISTING IMPROVEMENTS. Street resurfacing shall be restored in accordance with the SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation".
- **Pavement Restoration.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
 - 2. After the final connection is completed, you shall remove all temporary resurfacing, compact sub-grade and restore affected area with permanent resurfacing in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a. SDG-105, "Pavement Restoration General Notes"
 - b. SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets Major Excavation"
 - c. SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys Major Excavation"
 - d. SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets Minor Excavation"
 - e. SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys Minor Excavation"
- **Payment.** To the "WHITEBOOK", item 1, subitem g, and item 3, DELETE in their entirety and SUBSTITUTE with the following:
 - g. Pavement Restoration including influence area.
 - 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 square foot Bid Item for "Water Main Relocation".

SECTION 1001 - CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

- **1001-1 GENERAL.** To the "WHITEBOOK", ADD the following:
 - 8. Based on a preliminary assessment by the City, this Contract is subject to **SWPPP Risk Level 1.**
- **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 L SWPPP Construction BMP Maintenance Log**.

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

ADDENDUM TO AN ENVIRONMENTAL IMPACT REPORT, NOTICE OF DETERMINATION AND FINAL RECORDED SITE DEVELOPMENT PERMIT

FOR THE ABOVE ENVIRONMENTAL DOCUMENTS REFER THE FOLLOWING LINK:

https://drive.google.com/drive/folders/1q2hkTjbtFTMHXyvWr3Z89ERIiULM7iLH

APPENDIX B

FIRE HYDRANT METER PROGRAM

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
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FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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- 11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any reinstallation.
- 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**

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**

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

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

- b) Floating Meters: Floating Meters are meters that are not mounted to a vehicle. (Note: All floating meters shall have an approved backflow assembly attached.) The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:
 - 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
 - 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

7.1 **Fees and Deposit Schedules:** The fees and deposits, as listed in the Rate Book of Fees and Charges, on file with the Office of the City Clerk, are based on actual reimbursement of costs of services performed, equipment and materials. Theses 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. <u>UNAUTHORIZED USE OF WATER FROM A HYDRANT</u>

- 8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.
- 8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.
- 8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.
- 8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

Water Department Director

Tabs: 1. Fire Hydrant Meter Application

2. Construction & Maintenance Related Activities With No Return

To Sewer

3. Notice of Discontinuation of Service

APPENDIX

Administering Division: Customer Support Division

Subject Index: Construction Meters

Fire Hydrant

Fire Hydrant Meter Program

Meters, Floating or Vehicle Mounted

Mobile Meter

Program, Fire Hydrant Meter

Distribution: DI Manual Holders



Application for Fire (EXHIBIT A) **Hydrant Meter**

Application Date

(For Office Use Only)

NS REQ	FAC#	
DATE	ВУ	

Requested Install Date:

METER SHOP (619) 527-7449

PA AT			
11/16	STOR	Intorm	IDTIAN
IAI	- (- 1	Inform	iativii

Fire Hydrant Location: (Attach Detailed Map//Thomas E	Bros. Map Location	or Construction drawing.) Zip:	<u>T.B.</u>	G.B. (CITY USE)	
Specific Use of Water:					
Any Return to Sewer or Storm Drain, If so, explain:					
Estimated Duration of Meter Use:			Check Box if	Reclaimed Water	
Company Information					
Company Name:					
Mailing Address:				×	
City: S	City: State: Zip: Phone: ()				
*Business license#					
A Copy of the Contractor's license OR Busi	ness License is	required at the time	of meter issuance.		
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)			Phone: ()		
Site Contact Name and Title: Phone: (Phone: ()		
Responsible Party Name: Title:					
Cal ID# Phone: ()			·		
Signature:	å.	Date:		9e- J	
Guarantees Payment of all Charges Resulting from the use of th	his Meter. <u>Insures tha</u>	t employees of this Organization	understand the proper use	of Fire Hydrant Meter	
*		5			
Fire Hydrant Meter Removal Request Requested Removal Date:					
Provide Current Meter Location if Different from Above:				1	
Signature:		Title:	T.5		
Jigilata.c.		Title.		ate:	
Phone: ()	Р	ager: ()	120	2.81	
City Meter Private Meter					
Contract Acct #:	Deposit A	mount: \$ 936.00	Fees Amount: \$ 6	2.00	
Meter Serial #	Meter Size	: 05	Meter Make and Sty	rle: 6-7	
Backflow # Backflow Size:		ize:	Backflow Make and Style:		

Signature:

Date:

Name:

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 #
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. Ероху

APPENDIX D

SAMPLE CITY INVOICE

City of San Diego, CM&FE Div., 9573 Chesapeake Drive, SD CA 92123 **Contractor's Name:** Project Name: Contractor's Address: Work Order No or Job Order No. City Purchase Order No. Contractor's Phone #: **Invoice No.** Resident Engineer (RE): Contractor's fax #: **Invoice Date:** RE Phone#: Contact Name: Billing Period: (To) Fax#: Item Description **Contract Authorization** Previous Totals To Date This Estimate Totals to Date Amount Item # Trigger Asset Remaining Price %/QTY % / QTY Amount Amount Unit Qty Extension Amount % / QTY 1.00 \$ -\$0.00 \$0.00 0.00 \$0.00 \$0.00 2 1.00 \$ -\$0.00 \$0.00 0.00% 3 1.00 \$ -\$0.00 \$0.00 0.00% \$0.00 _ \$0.00 1.00 \$ -\$0.00 \$0.00 0.00% 4 \$0.00 0.00% 5 1.00 \$ -\$0.00 \$0.00 _ \$0.00 1.00 \$ -\$0.00 \$0.00 0.00% 6 7 1.00 \$ -\$0.00 \$0.00 0.00% \$0.00 -\$0.00 8 1.00 \$ -\$0.00 \$0.00 0.00% 5 1.00 \$ -\$0.00 \$0.00 0.00% \$0.00 _ 6 \$ -\$0.00 0.00% \$0.00 7 \$0.00 0.00% \$0.00 _ \$0.00 8 \$0.00 0.00% 9 \$0.00 \$0.00 0.00% \$0.00 _ \$0.00 10 \$0.00 \$0.00 0.00% \$0.00 11 \$0.00 0.00% \$0.00 _ \$0.00 \$0.00 12 \$0.00 0.00% 13 \$0.00 \$0.00 0.00% \$0.00 -14 \$0.00 \$0.00 0.00% \$0.00 15 \$ -\$0.00 \$0.00 0.00% \$0.00 -\$0.00 \$0.00 0.00% \$0.00 16 \$0.00 17 \$ -\$0.00 0.00% \$0.00 _ \$ -\$0.00 \$0.00 0.00% \$0.00 **CHANGE ORDER No.** \$ -\$0.00 \$0.00 0.00% \$0.00 _ \$ -\$0.00 \$0.00 0.00% \$0.00 \$ -\$0.00 \$0.00 \$0.00 Total Auhtorized Amount (Original) Total Authorized Amount (including approved Change Order) \$ -\$0.00 \$0.00 **Total Billed** \$0.00 **Total Amount Remaining SUMMARY** \$ \$0.00 I certify that the materials have been received by me, or services A. Original Contract Amount Retention and/or Escrow Payment Schedule have been rendered, in the quality and quantity specified per the B. Approved Change Order #00 Thru #00 \$0.00 Total Retention Required as of this billing (Item E) \$0.00 approved contracted amounts, and is approved for payment \$0.00 Total Authorized Amount (A+B) \$0.00 Previous Retention Withheld in PO or in Escrow \$0.00 \$0.00 Total Billed to Date Add'l Amt to Withhold in PO/Transfer in Escrow: \$0.00 **Resident Engineer** Date \$0.00 Less Total Retention (5% of D) Amt to Release to Contractor from PO/Escrow: \$0.00 Less Total Previous Payments **G. Payment Due Less Retention** \$0.00 **Construction Engineer** Date

Contractor Signature and Date:

\$0.00

1/10/2024 Rev

H. Remaining Authorized Amount

APPENDIX E

LOCATION MAP



Fire Station No. 48 - Black Mountain Ranch

SENIOR ENGINEER Gibson, William 619-533-5401 PROJECT MANAGER Arredondo, Monica 619-533-5163 PROJECT ENGINEER Lozano, Yazmin 619-533-4679 FOR QUESTIONS ABOUT THIS PROJECT Call: 619-533-4207

Email: <u>engineering@sandiego.gov</u>



Legend

Proposed Location of New Fire Station No. 48





APPENDIX F

LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

This **25-Month Long-Term Maintenance and Monitoring Agreement (LTMMA)** is made and entered into by and between the City of San Diego (City), a municipal corporation, and **INSERT NAME OF CONTRACTOR - TO BE IDENTIFIED AFTER AWARD** (Contractor), who may be individually or collectively referred to herein as a "Party" or the "Parties."

RECITALS

- A. Concurrent with execution of this LTMMA, the Parties entered into a general contract (Construction Contract) for the construction of FIRE STATION NO. 48 BLACK MOUNTAIN RANCH (Project), WBS No. S-15015, RFP No. K-24-2206-DB2-3.
- **B.** In accordance with the Construction Contract, the Contractor shall enter into this LTMMA with the City for the purpose of implementing and fulfilling long-term maintenance requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **FIRE STATION NO. 48 BLACK MOUNTAIN RANCH** (Maintenance Requirements).
- **C.** The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTMMA.

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

INTRODUCTORY PROVISIONS

- **A. Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this LTMMA by this reference.
- **B. Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTMMA are incorporated into this LTMMA by this reference.
- Contract Term. This LTMMA shall be effective upon completion of the Plant Establishment Period (PEP) as described in Section 6-1.1 of ATTACHMENT E Supplementary Special Provisions and Section 802 of the 2021 GREENBOOK AND WHITEBOOK and it shall be effective until the completion of the Work as described below.
- D. Terms and Conditions. This LTMMA is subject to the terms and conditions of the Construction Contract included in the 2021 GREENBOOK, WHITEBOOK (Part 1, and Part 8), and Special Provisions, (Contract Document- Equal Opportunity Contracting Program) except as otherwise stated in this LTMMA.

- E. Partial Release of Payment Bond and Performance Bond.
 - Performance of Contract in Two Phases. There are two separate phases of Work to be performed by the Contractor under this Contract. The first phase covers the Work involved in the original agreement as described in this agreement ("Phase 1 Work"). The second phase covers the work involved in the long-term maintenance of the Revegetation/Restoration Area after Phase 1 Work has been completed ("Phase 2 Work").
 - 2. Bond Handling for Contract Phases. The Payment Bond and the Performance Bond covering Phase 1 Work on this Contract shall remain in full force and effort until completion of that phase is certified. The original Payment Bond and the original Performance Bond covering Phase 1 Work on this Contract shall continue in full force and effort for Phase 2 Work, however the value of each bond may be reduced as follows:
 - i. Completion by the Contractor of all Phase 1 Work shall be evidenced solely by the City Engineer affirming in writing that to the best of their knowledge that all Phase 1 Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions, and that the Phase 1 Work completed by the Contractor meets all applicable standards ("Notice of Completion").
 - ii. Upon issuance by the City Engineer of the Notice of Completion for Phase 1 Work, the Payment Bond for this Project, and the Performance Bond for this Project, may be partially released, and thereby reduced for the Work performed under Phase1. The remaining payment and performance bond will cover the full cost of Phase 2 Work on this Project, which will be the amount specified in "Section 4: COMPENSATION" in Section 4.1 of this LTMMA.
 - **3. No Partial Release Upon Default.** No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default on Phase 1 Work.

SECTION 1 - MAINTENANCE CONTRACT SUMMARY

1.1. General. The Contractor shall fulfill the Project's Maintenance Requirements (Work) as identified in the scope of work attached as **Exhibit A** in a manner satisfactory to the City.

The Contractor shall provide all equipment, labor, and materials necessary to perform the **Work** as described in **Exhibit A**, at the direction of the City.

1.2. Schedule of Work. The Contractor shall follow the Schedule of Work (Schedule) for the maintenance and monitoring period provided in the Plans.

After receiving notification from the City, the Contractor shall create a comprehensive Schedule of Work (Schedule) for performance of this LTMMA for the City's approval. The Schedule shall include routine work, inspection, and infrequent operations such as repairs, fertilization, aerification, watering, and pruning.

The City will approve the Schedule prior to the commencement of the Work. The City may require the Contractor to revise the Schedule. The Contractor shall not revise the Schedule unless the revisions have received the prior written approval of the City.

- **1.3. Commencement of Work & Maintenance Period.** This LTMMA shall commence when the City approves of the Work of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with **Part 8, Section 802** of the Construction Contract and shall continue for **25**months. A copy of the approval form is attached as **Exhibit B**.
- **1.4. License.** The Contractor shall hold the following licenses in good standing:
 - **1.4.1. C-27** State Contractor's License.
 - 1.4.1.1. Alternatively, the Contractor shall retain the services of a Subcontractor with a **C-27** State Contractor's License.
 - **1.4.2.** Pest Control Advisor's License.
 - 1.4.2.1. Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.
 - **1.4.3.** Registration with the County Agriculture Commission.
 - **1.4.4.** Qualified Applicator's Certificate for Category B. This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.
 - **1.4.5.** City of San Diego Business License.

Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet. **See Exhibit C**.

1.5. Hours of Performance. The Contractor shall perform the Work between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday (Working Hours). The City may, in its sole discretion, grant permission to the Contractor to perform Work during non-Working Hours. Maintenance functions that generate excess noise (operations of power equipment which would cause annoyance to area residents for example) shall not begin before 7:00 a.m.

SECTION 2 - ADMINISTRATION

- 2.1. Contract Administrator. PURCHASING & CONTRACTING DEPARTMENT, PUBLIC WORKS DIVISION (PWD) is the Contract Administrator for the LTMMA. The Contractor shall perform the Work under the direction of a designated representative of Purchasing & Contracting Department, Public Works Division. The City will communicate with the Contractor on all matters related to the administration of this LTMMA and the Contractor's performance of the Work rendered hereunder. When this LTMMA refers to communications to or with the City, those communications shall be with the City, unless the City or this LTMMA specifies otherwise. Further, when this LTMMA requires an act or approval by City, that act or approval will be performed by the City.
- 2.2. Local Office. The Contractor shall maintain a local office with a company representative who is authorized to discuss matters pertaining to this LTMMA with the City and shall promptly respond and be available during Normal Working Hours. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative may fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls to the Contractor from the City shall be returned within a 1-hour period.
- **2.3. Emergency Calls.** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature. The City shall refer emergency calls to the Contractor for immediate disposition. The Contractor shall provide the City with a 24 hour emergency telephone number for this purpose.
- **2.4. Staffing.** The Contractor shall furnish supervisory and working personnel capable of promptly accomplishing all Work required under this LTMMA on schedule and to the satisfaction of the City.
- **2.5. Contractor Inspections.** The Contractor shall perform inspections of the Work site and shall prepare and submit to the City a Punchlist and dates of correction. The Punchlist shall include a comprehensive report of Work performed at the Work site to ensure 100% cover.

SECTION 3: WORK SITE MAINTENANCE

3.1. Use of Chemicals. The Contractor shall submit to the City for approval sample labels and MSDS for all chemical herbicides, rodenticides, and pesticides proposed for use under this LTRMC. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture.

The use of any chemical shall be based on the recommendations of a licensed pest control advisor. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used for the Work site covered by this LTRMC. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations.

No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by City as appropriate for the purpose and area proposed.

The Contractor shall submit a monthly pesticide use report to the City along with the Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of application, applicator's name, and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the report.

3.2. Irrigation Water. The Contractor shall diligently practice water conservation, including minimizing run-off or other waste. The Contractor shall turn off irrigation systems, if any, during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticultural landscape maintenance practices in accordance with the instructions from the Project Biologist. The Contractor's failure to properly manage and conserve water may result in deductions from the monthly payment to be made to the Contractor or other penalties under this LTMMA.

If the Contractor causes excessive use or waste of irrigation water, the estimated cost of that water shall be deducted from the monthly payment. Further, any monetary fines or other damages assessed to City for the Contractor's failure to follow water conservation regulations imposed by the City, the Public Utilities Department of the City of San Diego, and, where appropriate, the State of California, the County Water Authority, or other legal entities shall be solely the responsibility of the Contractor and may be deducted from the monthly payment to be made to the Contractor under this LTMMA.

- **3.3. Payment for Water.** The Contractor shall pay for the water used in the maintenance of the Work site and this cost is included in the price of this LTMMA.
- **3.4. Satisfactory Progression.** If the Revegetation/Restoration Area is not progressing towards the required performance criteria, as defined in the Scope of Work, in accordance with the Work Schedule, and as determined by City, the City may accordingly adjust monthly payments to the Contractor.

SECTION 4: COMPENSATION

- **4.1. Maximum Compensation.** The compensation for this LTMMA shall not exceed \$CONTRACTOR'S LUMP SUM BID AMOUNT FOR THIS LONG-TERM MAINTENANCE AGREEMENT TO BE ESTABLISHED DURING THE AWARD PROCESS. SEE EXHIBIT A. (Contract Price).
- **4.2. Method of Payment and Reports.** The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit a detailed invoice and report of maintenance Work performed every month. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding payment by the City.
- **4.3. Final Payment.** The Contractor shall not receive final payment until the following conditions have been completed to the City's satisfaction:
 - **4.3.1** The item(s) of the Work subject to this maintenance coverage as specified in **Exhibit A** (Maintenance Items) have been determined to be in compliance with the Construction Contract and this LTMMA.

- **4.3.2** The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Construction Contract, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.
- **4.3.3** The Contractor has provided a final work summary report to the City.
- **4.3.4** The Contractor has performed comprehensive and successful testing and checks of the Maintenance Items.

SECTION 5: BONDS AND INSURANCE

- **5.1. Contract Bonds.** Prior to the commencement of Work, the Contractor, at its sole cost and expense, shall provide the following bonds issued by a surety authorized to issue bonds in California satisfactory to the City:
 - **5.1.1.** A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price for this Bid item, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Payment Bond shall be maintained by the Contractor in full force and effect until the Work is accepted by City and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.
 - **5.1.2.** A Performance Bond in an amount not less than the Contract Price for this bid item to guarantee the faithful performance of all Work within the time prescribed in a manner satisfactory to the City and to guarantee all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect until performance of the Work is completed as set forth in this LTMMA.
- **5.2. Insurance.** The Contractor shall maintain insurance coverage as specified in **Section 5-4**, **"INSURANCE"** of the Construction Contract at all times during the term of this LTMMA.

The Contractor shall not begin the Work under this LTMMA until they have complied with the following:

- **5.2.1.** Obtain insurance certificates reflecting evidence of insurance:
 - 1. Commercial General Liability
 - 2. Commercial Automobile Liability
 - 3. Worker's Compensation
- **5.2.2.** Confirm that all policies contain the specific provisions required in **Section 5-4**, **"INSURANCE"**.

The Contractor shall submit copies of any policy upon request by the City.

The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this LTMMA.

SECTION 6: MISCELLANOUS

- **6.1. Illness and Injury Prevention Program.** The Contractor shall comply with all the mandates of Senate Bill 198 and shall specifically have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to the performance of any Work.
- **6.2. City Standard Provisions.** This LTMMA is subject to the same standard provisions and Contractor Certification requirements as the Construction Contract.
- **6.3. Taxpayer Identification Number.** I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this LTMMA.
- **6.4. Assignment.** The Contractor shall not assign the obligations under this LTMMA, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this section shall constitute a Default and is grounds for immediate termination of this LTMMA, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.
- **6.5. Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of the City. Any provisions of this LTMMA that may appear to give the City any right to direct the Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the City concerning the end results of the performance.
- **6.6. Covenants and Conditions.** All provisions of this LTMMA expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.
- **6.7. Jurisdiction and Venue**. The jurisdiction and venue for any suit or proceeding arising out of or concerning this LTMMA, the interpretation or application of any of its terms, or any related disputes shall be the County of San Diego, State of California.
- **6.8. Successors in Interest.** This LTMMA and all rights and obligations created by it shall be in force and effect whether or not any Parties to this LTMMA have been succeeded by another entity and all rights and obligations created by this LTMMA shall be vested and binding on any Party's successor in interest.
- **6.9. Integration.** This LTMMA and the exhibits, attachments, and references incorporated into this LTMMA fully express all understandings of the Parties concerning the matters covered in this LTMMA. No change, alteration, or modification of the terms or conditions of this LTMMA, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid

- unless made in the form of a written change agreed to in writing by both Parties or by an amendment to this LTMMA agreed to by both Parties. All prior negotiations and agreements shall be merged into this LTMMA.
- **6.10. Counterparts.** This LTMMA may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- **6.11. No Waiver.** Any failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term, or condition of this LTMMA, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this LTMMA, shall constitute a waiver of any such breach or of such covenant, term, or condition. No waiver of any breach shall affect or alter this LTMMA, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- **6.12. Severability.** The unenforceability, invalidity, or illegality of any provision of this LTMMA shall not render any other provision of this LTMMA unenforceable, invalid, or illegal.
- **6.13. Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF, this Contract is executed 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	
Printed Name: Claudia Direct	C. Abarca
Date: January 8, 2025	
	I HEREBY CERTIFY I can legally bind Level 10 Construction and that I have read this entire contract. By:
	S verified by sign New 11/21/2024 21-49-45 UTC dc30dd2e524945efb6bb Printed Name: Paul Moran
	Title: President
	Date:
I HEREBY APPROVE the form of th	e foregoing Contract this
Heather Ferbert, City Attorney By:	Pal na L. Rae
Date: Deputy City A	2025

SignNow e-signature ID: 1eb88ccc0a... 11/21/2024 16:56:06 UTC

EXHIBIT A

SCOPE OF WORK

- **Location of Work.** The location of the Work to be performed (Revegetation Area) is shown on Specifications and Drawings that will be provided after award of project.
- II. Description of Work. The Contractor shall maintain and monitor the Revegetation/Restoration Area during the Monitoring Program in accordance with this Contract. The Revegetation/Restoration Area shall meet the success criteria specified in the Plan at each of the milestones listed in the Schedule for the maintenance and monitoring period. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this Contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.

The Work also includes biological monitoring of the Revegetation/Restoration Area according to the schedule and methods specified in the Revegetation/Restoration Plan. The monitoring work shall include all reporting tasks specified in the Plan.

III. Method of Performing Work.

- **A. Irrigation.** Irrigation shall be applied to container and salvaged plants in accordance with instructions from the Project Biologist. Irrigation delivery techniques and schedules will vary depending on the availability of a sprinkler irrigation system and weather patterns. Failure of an existing irrigation system to provide full and proper irrigation shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage of all areas subject to this LTMMA.
 - In areas where an automatic sprinkler system is installed, Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed 7 Calendar Days. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.
 - 2. All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method in accordance with instructions from the Project Biologist. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. The Contractor shall exercise due diligence to prevent water waste, erosion, and detrimental seepage into existing underground improvements and to existing structures.
 - 3. Irrigation shall be accomplished as follows:
 - a) Turf (if any) shall be irrigated Monday through Friday, as required, to maintain acceptable growth, viability and health, and to encourage

- deep rooting, in accordance with instructions from the Project Biologist. Additional irrigation shall be performed in the event of unusually hot/dry weather conditions (as are present during Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months).
- b) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
- c) Shrub beds (if any) shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
- d) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons and weather conditions.
- 4. **Maintenance of Irrigation System.** The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the "cold" side of the water meter throughout the Revegetation/Restoration Area. The Contractor shall also be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes (if any). The Contractor shall be responsible for light bulb replacements in controller cabinets as necessary.
 - a) Repair or replacement includes: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves and hose bibs. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.
 - b) The Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.

- 5. **Operation of Automatic Irrigation Controllers.** Where the operation of automatic irrigation controllers is required as part of this LTRMC, the Contractor shall:
 - a) Not duplicate any coded City key furnished by City for access and operation of the controller;
 - b) Surrender all keys furnished by City, promptly at the end of the term of this LTRMC, or at any time deemed necessary by City to prevent serious loss to City;
 - c) protect the security of City's property by keeping controller cabinet and building doors locked at all times; and
 - d) refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by City.
- **B. Pruning Shrubs and Ground Cover Plants.** The Contractor shall prune all shrubs and ground cover plants growing in the Revegetation Area as required to:
 - 1. Maintain plant growth viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
 - 2. Prevent encroachment of passage ways, walks, streets, or view of signs; and
 - 3. Prevent encroachment in any manner deemed objectionable by the City.

The Contractor shall remove dead or damaged limbs with sharp pruning tools, with no stubs remaining. The Contractor shall seal any pruning cut which exceeds 2 inches in diameter with an approved pruning paint when required by the City. The Contractor shall perform pruning to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by the City. The Contractor shall not shear, hedge, or severely prune plants, unless authorized by the City. The Contractor shall not use growth regulators.

- **C. Tree Maintenance.** The Contractor shall maintain all trees and container plants in the revegetation area in accordance with instructions from the Project Biologist. The Contractor shall perform pruning in accordance with instructions from the Project Biologist, when necessary. The Contractor shall not top trees.
 - 1. **Potential Hazards.** The Contractor shall notify the City within 24 hours of any tree that shows signs of root heaving or leaning, or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.
 - 2. **Replacement.** The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by the City. The Contractor shall replace trees in kind and size as determined by the City. If there is a difference in value between the tree lost and the replacement tree, the City will deduct the difference from payment to be made under this

LTMMA. The City shall determine the value of the tree lost using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.

- 3. **Staking.** The Contractor shall securely stake any newly planted trees and other trees needing support with two "lodge pole" type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with at least two flexible rubber tree ties. The Contractor shall regularly inspect tree ties and stakes and reposition them as necessary to ensure against girdling and abrasion.
- **D. Fertilization.** The Contractor shall fertilize the Revegetation Area as necessary in accordance with instructions from the Project Biologist. Contractor shall submit to City Material Safety Data Sheets and a schedule of application showing the site, date, and approximate time of fertilizer application (Fertilizer Schedule). The Fertilization Schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse Contractor from performing any other Work regularly required under this LTMMA. All fertilization shall first be approved by the Project Biologist.
 - 1. The Contractor shall notify the City at least 48 hours before beginning any fertilization. Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages shall not be accepted. The Contractor shall furnish to the City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this LTMMA. The invoices shall state the grade, amount and quantity received. Both the copy to be retained by the City and the Contractor's copy shall be signed by the City, on site, before any fertilizer may be used.
 - 2. Fertilizers, if necessary, shall be applied at the direction of the Project Biologist and according to manufacturer's product specifications.
 - 3. If deemed necessary by the City to achieve required results, the Contractor shall apply other materials as directed by the City, including:
 - a) iron chelate;
 - b) soil sulfur;
 - c) gypsum; or
 - d) surfactant enzymes such as Sarvon or Naiad.
 - 4. The Contractor shall adequately irrigate the fertilized area(s) immediately following the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

E. Weed Removal. The Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, "Weed" means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.

Weed removal in areas with native habitat shall be in accordance with **Section 802 of the Whitebook**.

- F. Disease and Pest Control. The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify the City within 4 Calendar Days if disease or insect or rodent infestation is discovered. In its notice to the City, the Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of the City, the Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. The Contractor shall continue the approved control measures until the disease, insect, or rodent is controlled to the satisfaction of the City.
 - All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of the Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.
 - 2. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If the Contractor is unable to control the pest or disease, a pest control company will be hired and the cost shall be deducted from Contractor's monthly payment.
- **G. Plant Replacement.** Except as provided in **Section H** below, the Contractor shall notify the City within 4 Calendar Days of the loss of plant material due to any cause.
 - 1. The Contractor shall, at no cost to the City, replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by the City.
 - 2. If so directed by the City, the Contractor shall replace any plant damaged or lost that is not a result of the Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City. The City will pay for materials and labor outside of warranty.
 - 3. The City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When the City determines such replacement should occur, Contractor shall replace the plants as directed by the City. The City will pay for materials and labor outside of warranty.

- **H. Damage Reports.** The Contractor shall notify the City within 24 hours of any damage to the Work Area caused by accident, vandalism, or theft.
- Litter. The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this LTMMA. The Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.
 - 1. **Contractor Generated Litter.** The Contractor shall promptly remove all debris generated by the Contractor's pruning, trimming, weeding, edging and other Work required by this LTMMA. Immediately after working in streets, park walks, gutters, driveways, and paved areas, the Contractor shall clean them in accordance with all applicable laws.
 - 2. **Third Party Generated Litter.** Upon discovery, the Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.
- J. Monitoring. The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the Revegetation Area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist shall meet all requirements specified in Section 802 of the Whitebook.
- **K. Final Site Cleanup**. Prior to completion of the LTMMA, all temporary irrigation materials, BMP's, and signs shall be removed from the site and properly disposed of.

EXHIBIT B

INSERT A COPY OF THE ENGINEER'S FIELD NOTIFICATION WHICH ESTABLISHES THE COMMENCEMENT DATE OF THE MONITORING PROGRAM, SEE THE 2021 WHITEBOOK, SECTION 802

EXHIBIT C LICENSE DATA SHEET

State Contractor License Classification and Number:			
Name of License Holder:			
Expiration Date:			
City of San Diego Business License Number:			
Expiration Date:			
LAUHAHUH DAIC.			

APPENDIX G

SAMPLE ARCHEOLOGY INVOICE

(FOR ARCHAEOLOGY ONLY) Company Name Address, telephone, fax

Date: Insert Date

To: Name of Resident Engineer

City of San Diego

Construction Management and

Field Services Division 9573 Chesapeake Drive San Diego, CA 92123-1304

Project Name: Insert Project Name

SAP Number (WBS/IO/CC): Insert SAP Number **Drawing Number:** Insert Drawing Number

Invoice period: Insert Date to Insert Date

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to

Archaeology Monitoring Bid item. See Note 1 below.

Summary of charges:

Description of Services	Name	Start Date	End Date	Total	Hourly	Amount
				Hours	Rate	
Field Archaeologist	Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant	Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal						\$3,420

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Curation/Discovery Bid item. See Note 2 below.

Summary of charges:

Description of Services	Where work occurred (onsite vs offsite/lab)	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist		Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant		Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal							\$3,420

Total this invoice:	\$
Total invoiced to date:	\$

Note 1:

For monitoring related bid items or work please include summary of construction work that was monitored from Station to Station, Native American monitors present, MMC coordination, status and nature of monitoring and if any discoveries were made.

Note 2:

For curation/discovery related bid items or work completed as part of a discovery and curation process, the PI must provide a response to the following questions along with the invoice:

- 1. Preliminary results of testing including tentative recommendations regarding eligibility for listing in the California Register of Historical Resources (California Register).
 - Please briefly describe your application (consideration) of <u>all four</u> California Register criteria.
 - b. If the resource is eligible under Criterion D, please define the important information that may be present.
 - c. Were specialized studies performed? How many personnel were required? How many Native American monitors were present?
 - d. What is the age of the resource?
 - e. Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the San Diego Archaeological Center (SDAC). How many personnel were required? How many Native American monitors were present?
- 2. Preliminary results of data recovery and a definition of the size of the representative sample.
 - a. Were specialized studies performed? Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the SDAC. How many personnel were required? How many Native American monitors were present?
- 3. What resources were discovered during monitoring?
- 4. What is the landform context and what is the integrity of the resources?
- 5. What additional studies are necessary?
- 6. Based on application of the California Register criteria, what is the significance of the resources?
 - a. If the resource is eligible for the California Register, can the resource be avoided by construction?
 - b. If not, what treatment (mitigation) measures are proposed? Please define data to be recovered (if necessary) and what material will be submitted to the SDAC for curation. Are any specialized studies proposed?

(After the first invoice, not all the above information needs to be re-stated, just revise as applicable).

APPENDIX H

SAMPLE OF PUBLIC NOTICE

FOR SAMPLE REFERENCE ONLY









CONSTRUCTION NOTICE

PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
- Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
- This work is anticipated to be complete in your community by December 2016.

How your neighborhood may be impacted:

- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
- Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
- Parking restrictions will exist because of the presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX









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Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

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- Cars parked in violation of signs will be TOWED.

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Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

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



APPENDIX I

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 2021 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.

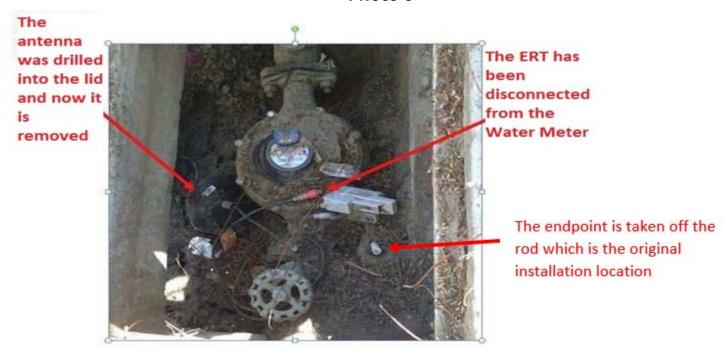
The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

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 Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257 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 Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257.

Rev. 9.11.2023

APPENDIX J

ZERO EMISSIONS MUNICIPAL BUILDINGS AND OPERATIONS POLICY 900-3

CURRENT

SUBJECT: ZERO EMISSIONS MUNICIPAL BUILDINGS AND

OPERATIONS POLICY

POLICY NO.: 900-03

EFFECTIVE DATE: OCTOBER 11, 2022

BACKGROUND:

I. California Law and Policy

Since 2006, the State of California has enacted laws and adopted policies designed to reduce *Greenhouse Gas (GHG) Emissions* within the state to prevent global warming. Among them:

- The Global Warming Solutions Act of 2006, Assembly Bill 32 (2018-2019 Reg. Sess.) (A.B. 32), requires a reduction in GHG Emissions to 1990 levels by 2020 and beyond.
- The Energy Efficiency Strategic Plan was adopted by the California Public Utilities Commission in response to A.B. 32. It requires all new commercial construction to be Zero Net Energy by 2030, and 50% of existing buildings to be Zero Net Energy by 2030.
- The Clean Energy and Pollution Reduction Act, Senate Bill 350 (2015-2016 Reg. Sess.) (S.B. 350), requires California to set a renewable electricity procurement goal of 50% by 2030, and double energy efficiency savings in electricity and natural gas end uses by 2030.
- The 100% Clean Energy Act of 2018, Senate Bill 100 (2017-2018 Reg. Sess.) (S.B. 100), sets a world-leading precedent by committing to 100% renewable and zero-carbon electricity in California by 2045, speeding up the state's timeline for moving to carbon-free power sources.
- The Zero Emissions Buildings and Sources of Heat Energy Act of 2018, Assembly Bill 3232 (2017-2018 Reg. Sess.) (A.B. 3232), required the California Energy Commission to assess, by January 1, 2021, how to reduce GHG emissions from the state's building stock by 40% below 1990 levels by 2030.
- The California Building Standards Code (California Code of Regulations, Title 24) sets prescriptive requirements and performance standards for building energy efficiency, use of electric appliances, provision of circuits and panel capacity to support electric appliances, onsite solar panels, onsite battery storage systems, and provision of electric vehicle chargers at nonresidential buildings.

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- Executive Order N-79-20, issued by Governor Newsom on September 23, 2020, declared that by 2035, all new cars and passenger trucks sold in California must be zeroemission vehicles.
- The Advanced Clean Truck regulation issued by the California Air Resources Board in 2020 requires a steadily increasing share of medium and heavy trucks sold in California from 2024 onward to be zero emissions vehicles.

II. City of San Diego Policy

In 2014, the City Council (Council) of the City of San Diego (City) adopted Council Policy 900-14, the Sustainable Buildings Policy, which sets forth the City's commitment to follow green building practices in City facilities and provide leadership and guidance in promoting, facilitating, and instituting such practices in the community. In 2022, Council adopted the Climate Action Plan update (CAP), which calls for eliminating all GHG Emissions in the City and aims for all electricity to be generated from zero carbon sources by 2035. The CAP states that natural gas consumption at City facilities will be reduced by 50% by 2030 and eliminated by 2035. The CAP further states that 50% of all light, medium, and heavy-duty municipal fleet vehicles will be zero emissions vehicles by 2035.

PURPOSE:

This Policy establishes a framework for achieving the goal of portfolio-wide zero *GHG Emissions* in City-owned and leased buildings and operations by 2035 by prioritizing proven energy efficiency strategies, eliminating the use of non-emergency *Fossil Fuel Systems*, requiring *Electric Vehicle* charging, and requiring the generation, or procurement of, renewable or zero carbon energy to power municipal building operations.

POLICY:

I. Definitions

- A. Automated Load Management System: A system designed to manage load across one or more Electric Vehicle Supply Equipment (EVSE) to share electrical capacity and/or automatically manage power at each connection point.
- B. *Battery Energy Storage System*: A technology developed for storing electric charge by using specially developed batteries. Stored energy can be discharged from the battery to supply building end uses at a later time.
- C. Design Target: The annual energy use intensity calculated for a Proposed Design.

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- D. *Direct Current Fast Charger* (*DCFC*): A device capable of charging an electric car with direct current electricity at a rate of at least 50 kilowatts and meeting the definition and requirements of a *DCFC* stated in the California Code of Regulations, Title 24.
- E. *Electric Vehicle* (*EV*): A vehicle whose drivetrain is powered exclusively by electricity.
- F. *Electric Vehicle Supply Equipment (EVSE)*: The conductors, including the ungrounded, grounded, and equipment grounding conductors, and the *Electric Vehicle* connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the *Electric Vehicle*.
- G. *Energy Retrofit*: Any construction, retrofit, renovation, or equipment replacement to an existing building other than a *Major Renovation*, that alters, reconfigures, or replaces the *Thermal Envelope* of a building, its *Fossil Fuel Systems*, or other energy-consuming systems and equipment.
- H. *Energy Use Intensity (EUI)*: A measurement that quantifies a building's site energy use relative to its size. A building's energy use intensity is calculated by dividing the total net energy consumed in one year by the gross floor area of the building, excluding the parking garage. EUI is reported as a value of thousand British thermal units per square foot per year (kBtu/sq.ft./yr).
- I.. EV Capable Space: An automotive parking space that is provided with some of the infrastructure necessary for the future installation of Electric Vehicle Supply Equipment (EVSE) at a specified level (Level 1, 2, or DCFC). Infrastructure shall include a raceway that is capable of accommodating a dedicated branch circuit of the appropriate level from a building electrical service panel to the parking space, sufficient electrical capacity and physical space in the same building electrical service panel to accommodate a dual-pole circuit breaker sized to the appropriate level, and sufficient physical space at the parking space for installation of EVSE.
- J. *EV Ready Space*: An automotive parking space that is provided with one dedicated branch circuit for *Electric Vehicle Supply Equipment* that is terminated at a receptacle, junction box, or *Electric Vehicle Supply Equipment* within the parking space.
- K. *EVSE Space*: An automotive parking space equipped with a dedicated branch circuit and installed *Electric Vehicle Supply Equipment*. Level 2 *EVSE* shall be capable of supplying at least 30 amperes at 208/240 volts.

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- L. *Fossil Fuel*: For the purposes of this Policy, *Fossil Fuel* refers to any solid, liquid, or gaseous fuel consumed in buildings, generators, equipment, or vehicles, other than those that are sourced exclusively from a verified renewable source accepted for credit under the California Renewables Portfolio Standard. *Fossil fuels* include, but are not limited to, coal, natural gas (methane), gasoline, diesel, kerosene, and propane. All fuels are presumed to be *fossil fuels* unless proven otherwise.
- M. *Fossil Fuel System*: a combination of equipment and auxiliary devices by which fossil fuel energy is transformed so it performs a specific function, such as heating, ventilation, and air conditioning (HVAC) and service water heating.
- N. Global Warming Potential (GWP): The equivalent amount of carbon dioxide associated with the warming effect of a given quantity of a GHG expressed as CO2-equivalent (CO2e).
- O. *Greenhouse Gas (GHG) Emissions*: A measure used to determine and compare the emissions of various greenhouse gases based upon their *Global Warming Potential*. Carbon dioxide equivalent (CO2e) emissions from carbon dioxide (CO2), methane (CH4), and nitrous oxide (N2O) are included. The CO2e for a gas is calculated by multiplying the weight of the gas by its associated *GWP*.
- P. *Heavy Duty Vehicle*: A road vehicle with a gross vehicle weight rating of greater than 26,000 pounds.
- Q. *Light Duty Vehicle*: A road vehicle with a gross vehicle weight rating of 10,000 pounds or less, such as a sedan, sport utility vehicle, pickup truck, or utility van.
- R. Level 1 Electric Vehicle Space: A parking space, which is either EV Capable, EV Ready, or has an EVSE installed and which has or is designed to receive a dedicated 120 volt branch circuit with 16 or 20 ampere capacity.
- S. Level 2 Electric Vehicle Space: A parking space, which is either EV Capable, EV Ready, or has an EVSE installed and which has or is designed to receive a dedicated 208/240 volt, 40 ampere branch circuit.
- T. Major Renovation: A Major Renovation shall mean:
 - 1. Any repaying, alteration, addition, or improvement of a parking lot or parking garage where the work area exceeds 50% of the parking area; or
 - 2. Any repair, alteration, addition, or improvement of a building, which includes replacement of two or more of the following:

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- a) HVAC unitary systems or HVAC central heating or cooling equipment serving the alteration area.
- b) 50% or more of the internal lighting fixtures in the building.
- c) 50% or more of the external lighting fixtures on the building exterior and in the parking lot.
- d) 50% or more of the area of interior surfaces in the building.
- e) 50% or more of the area of the building's exterior wall envelope.
- U. *Medium Duty Vehicle*: A road vehicle with a gross vehicle weight rating of between 10,001 and 26,000 pounds.
- V. *New Construction*: Any newly constructed building, facility, or parking lot that has never been previously used or occupied for any purpose.
- W. *On-Site Renewable Energy System*: Photovoltaic, solar thermal, geothermal, wind, hydroelectric, landfill gas, and digester gas systems used to generate energy and located on any of the following:
 - 1. The building;
 - 2. The property upon which the building is located;
 - 3. An adjacent property that shares a boundary with and is under the same ownership or control as the property on which the building is located; or
 - 4. A property that is under the same ownership or control as the property on which the building is located and is separated only by a public right-of-way from the property on which the building is located.
- X. *Proposed Design*: A description of the proposed building, or portion thereof, used to estimate annual energy use and *Fossil Fuel* combustion, used as the basis for calculating the *Design Target*.
- Y. *Renewable Energy System*: Photovoltaic, solar thermal, geothermal, wind, hydroelectric, landfill gas, and digester gas systems used to generate energy.
- Z. *Thermal Envelope*: The basement walls, exterior walls, floors, ceilings, roofs, windows, and any other building element assemblies that enclose conditioned space or provide a boundary between conditioned space and exempt or unconditioned space.

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III. Scope

- A. Commencing with this Policy, all managers of City-owned and occupied buildings and facilities must take action as provided in this Policy to achieve net zero emissions. This shall be achieved in *New Construction, Major Renovation, and Energy Retrofit* projects by implementing the following strategies:
 - 1. Prioritizing energy efficiency by achieving appropriate site *Energy Use Intensity (EUI)* targets;
 - 2. Specifying electric sources for space conditioning, water heating, cooking, lighting, and all other non-emergency functions;
 - 3. Offsetting building operational energy use with *Renewable Energy Systems*; and
 - 4. Providing parking spaces equipped to charge *Electric Vehicles*.
- B. Additionally, City departments shall develop plans for the elimination of all sources of *Fossil Fuel* combustion within their existing buildings and facilities and for the provision of vehicle chargers for all *Light Duty Vehicles* in their fleets by 2035.
- C. The requirements of this Policy shall be incorporated into the terms of all new leases of City-owned buildings and land (i.e., leases where the City is the landlord) that require Council approval. Generally, San Diego Municipal Code section 22.0901 requires Council approval of a new lease if its duration will exceed three years (or will exceed ten years in the case of a telecommunications facility using wireless technology).

IV. Implementation

- A. Building Efficiency
 - 1. All *New Construction* projects of buildings larger than 1,000 square feet shall use energy modeling to demonstrate that the *Proposed Design* yields energy consumption which is either no greater than the applicable site *EUI* targets specified in Table 1 or at least 10% lower than the Standard Design annual time dependent value energy use calculated by the methodology established in the California Code of Regulations, Title 24 Part 6.

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Table 1: Proposed Site EUI Targets for New Construction Projects

Building Type	Site EUI Target for New Construction (kBtu/sq.ft./year)
Community Center	20
Fire Station	28
Laboratory	160
Library	28
Medium Office (≤100,000 Sq. Ft)	20
Museum	18
Non-refrigerated Warehouse	8
Operations Yard (Vehicle service)	25
Police	45
Recreation Center	20
Refrigerated Warehouse	15
Restaurant	150
Senior Center	30
Theater	20

Industrial facilities such as pump stations and treatment plants are exempt from this requirement because their energy consumption is determined by industrial process factors which are not proportional to their floor area. Where an industrial facility includes onsite office buildings, laboratories, warehouses, or other uses listed in Table 1, which are larger than 1,000 square feet, this requirement applies to those portions of the buildings or areas with those uses.

2. All *Major Renovation* projects to buildings larger than 1,000 square feet shall use energy modeling to demonstrate that the *Proposed Design* yields energy consumption which is either no greater than the applicable site *EUI* targets specified in Table 2 or no greater than the Standard Design annual time dependent value energy use for new buildings calculated by the methodology established in the California Code of Regulations, Title 24 Part 6.

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Table 2: Proposed Site EUI Targets for Major Renovation Projects

Building Type	Site EUI Target for Major Renovation (kBtu/sq.ft./yr)
Fire Station	35
Library	35
Medium Office (≤50,000 Sq. Ft)	27
Non-refrigerated Warehouse	12
Operations Yard (Vehicle service)	35
Police	55
Recreation Center	25
Refrigerated Warehouse	25
Restaurant	200

Industrial facilities such as pump stations and treatment plants are exempt from this requirement because their energy consumption is determined by industrial process factors which are not proportional to their floor area. Where an industrial facility includes onsite office buildings, laboratories, warehouses, or other uses listed in Table 2, which are larger than 1,000 square feet, this requirement applies to those portions of the buildings or areas with those uses.

B. Zero Emission Buildings

1. All *New Construction* and *Major Renovation* projects shall be designed and operated with exclusively electric systems or appliances for space conditioning, water heating, cooking, and lighting, and without using any *Fossil Fuel* energy source for non-emergency electricity generation or any other non-emergency functions. In the case of *Major Renovation* projects, this requirement shall apply to the entirety of the building or facility being renovated.

a) Exceptions:

 Facilities which use an onsite source of renewable gas (limited to landfill gas and wastewater treatment plant digester gas) for digester heating, renewable electricity generation, or other essential functions may use nonrenewable gas at times when the supply of renewable gas is disrupted.

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- ii. Flares at landfills, wastewater plants, and similar facilities may use supplemental natural gas to the extent necessary to meet air quality regulations.
- 2. All *New Construction* and *Major Renovation* projects of buildings larger than 1,000 square feet shall install onsite renewable electricity generation equipment sized to match the annual average building electricity consumption. This equipment shall be installed either as part of the construction or renovation project or separately within two years of final inspection on the facility construction or renovation. *Battery Energy Storage Systems* shall be evaluated based on their economic impact to facility operations and reliability benefits. The generation and storage equipment may be City-owned or third party-owned. Facility designs shall anticipate the addition of solar panels or other renewable generation and energy storage.

a) Exceptions:

- i. The generation and storage requirement may be reduced or avoided if economic analysis indicates that the cost of installation of renewable electricity generation plus energy storage equipment at the site could not be recouped through savings, revenue under Net Energy Metering, or other available utility programs using a 20-year time horizon.
- ii. The generation requirement may be reduced or avoided if existing or planned tree canopy cover makes a location unsuitable for solar power. Due to the availability of clean grid power through San Diego Community Power, opportunities for establishment of new tree canopy shall be prioritized above establishment of new onsite solar power at City facilities in cases of conflict.
- 3. All *New Construction* and *Major Renovation* projects shall obtain 100% of their energy, except for emergency generation, from zero-carbon or renewable sources, using one of more of the following acceptable sources:
 - i. Onsite Renewable Energy System;
 - ii. Directly owned off-site Renewable Energy System;
 - iii. Power purchase agreement;
 - iv. Zero-carbon or renewable fuel purchase agreement; or

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- v. 100% zero-carbon electricity rate options offered by the facility's community choice aggregator (San Diego Community Power (SDCP)) or electric utility.
- a) Onsite Renewable Energy Systems are preferred over other acceptable zero-carbon or renewable sources.
- b) Energy sources used must be 100% zero-carbon or renewable on an annual net basis. Sources for which the zero-carbon or renewable energy generation is matched to the time of consumption are preferred.
- c) The zero-carbon or renewable energy generating source shall be a source which is classified as zero-carbon under the 100% Clean Energy Act of 2018 (S.B. 100) or recognized for credit by the California Renewables Energy Portfolio Standard, such as the following: photovoltaic systems; solar thermal power plants; geothermal power plants; wind turbines; hydroelectric plants; and fuel cells, turbines, or internal combustion engines powered by landfill gas or digester gas.
- d) Fuel cells, turbines, or internal combustion engines powered by renewable energy sources may use nonrenewable energy sources only for incidental or emergency use when supply of the renewable fuel is temporarily disrupted and within the limitations on nonrenewable fuel use by such facilities described in the California Renewables Energy Portfolio Standard.
- e) Off-site zero-carbon or renewable energy (including electricity and fuels) delivered or credited to the facility shall be subject to a legally binding contract to procure qualifying off-site zero-carbon or renewable energy. Qualifying off-site energy shall meet the following requirements:
 - i. The City shall sign a legally binding contract to procure qualifying off-site zero-carbon or renewable energy with a minimum duration of 20 years.
 - ii. The generation source shall be located where the energy can be delivered to the building or facility by the same utility or distribution entity, the California Independent System Operator, or the Western Electric Coordination Council.

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- iii. Exception: Purchase of 100% zero-carbon or renewable electricity from San Diego Community Power is acceptable without a long-term contract.
- 4. New and existing buildings and facilities, which obtain energy from onsite or off-site zero-carbon or *Renewable Energy Sources*, shall continue to use zero-carbon or renewable energy from that source or a replacement source throughout the life of the building/facility.
- 5. All municipal buildings and facilities not covered by the above requirements shall obtain 100% of their electricity and other energy, excluding emergency generation, from zero-carbon or renewable sources to the greatest extent feasible and cost effective as soon as is feasible, and in no case later than by 2035.
- 6. Projects that are not classified as *New Construction* or *Major Renovation* projects shall meet the following requirements:
 - a) *Energy Retrofit* projects shall prioritize measures that result in the replacement of *Fossil Fuel Systems* used to meet space-conditioning loads and provide hot water with efficient all-electric systems.
 - b) All *Fossil Fuel Systems* used for space conditioning, water heating, cooking, lighting, and all other non-emergency functions shall be replaced with all-electric systems upon the end of that system's useful life.
 - c) No new *Fossil Fuel Systems* used for space conditioning, water heating, cooking, lighting, or any other non-emergency function shall be installed.

C. Electric Vehicle Charging

- 1. New Construction and Major Renovation projects with parking facilities for passenger and Light Duty Vehicles shall include Electric Vehicle charging infrastructure that meets the following requirements:
 - a) The parking facility shall include sufficient reserved parking spaces for the number of City-owned *Light Duty Vehicles* expected to be parked there overnight. *Light Duty Vehicle* fleet spaces shall be made *EV Ready Spaces* at the time of construction in a manner consistent with the approved light fleet charging plan for the facility. In absence of an approved charging plan, all parking spaces designated for overnight parking of City-owned *Light Duty Vehicles* shall be *Level 2 EV Ready Spaces*.

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- b) At newly constructed buildings, parking lots, or parking garages, at least 50% of parking spaces not designated for City-owned vehicles shall be *EV Capable Spaces*, *EV Ready Spaces*, or *EVSE Spaces*.
 - i. *EV* spaces accessible to the public or to employee private vehicles shall be connected to a separate electric panel and meter other than the panel and meter used for the City building and fleet charging.
 - ii. *Direct Current Fast Chargers* of 50 kilowatt capacity or greater may be substituted for *Level 2 EV Capable Spaces* at up to 40% of parking spaces not designated for City-owned vehicles, with one parking space with *DCFC* installed counting as equivalent to five *Level 2 EV Capable Spaces*.
- c) The electrical panel that contains the physical space to accommodate the future installation of circuit breakers for *EV Capable Spaces* shall have sufficient electrical capacity to provide no less than 3.3 kilowatts per *EV Capable Space* and no less than required by state code.
- d) On a case-by-case basis where there is insufficient utility-side electrical supply to meet the above requirements, the number of *EV* spaces not designated for City-owned vehicles may be reduced to the amount which can be accommodated by the supply. If there is not sufficient electrical supply for the facility's planned allocation of City-owned vehicles, adequate supply must be created or the number of City-owned vehicles allocated to the lot must be reduced.
- e) At large parking lots primarily used for special event overflow parking or where a large proportion of spaces are normally not occupied, the EV charging requirements may be calculated based on the number of spaces to be regularly occupied rather than the entire lot. Such reductions shall be done on a case-by-case basis and each case shall require approval by the Sustainability and Mobility Department Director or their designee.

D. GHG Emissions Reporting

1. For all *New Construction* projects and *Major Renovation* projects larger than 1,000 square feet completed after the adoption of this Policy, the Asset Managing Department (AMD) must disclose the following information to the Mayor or City Manager:

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- a) Prior to submission of final building permit, the architect or engineer of record shall submit a GHG Emissions Compliance report to the Sustainability and Mobility Department Director or their designee that includes:
 - i. Documentation of the applicable energy efficiency requirements under this Policy and energy modeling documentation that the *Proposed Design* meets the *Design Target*.
 - ii. An inventory of all *Fossil Fuel* consuming appliances and equipment and confirmation that space conditioning, hot water heating, and other non-exempt energy-consuming needs are met with all-electric systems and appliances.
 - iii. An estimate of the annual GHG Emissions associated with the project. The estimate shall be made in accordance with ASHRAE Standard 105, Section 7 using GHG emissions factors published by the EPA.
 - iv. A renewable energy assessment that identifies the zero-carbon or renewable energy sources that will be used to meet the energy needs of the building or facility.

E. Fossil Fuel Elimination Plans

- 1. By May 1, 2023, all AMD shall submit a *Fossil Fuel* equipment inventory to the Mayor or City Manager which shall include:
 - a) An inventory of each facility's *Fossil Fuel Systems*, their install dates, and the useful life remaining for those systems.
 - b) Any known or anticipated equipment-specific obstacles that would prevent replacement with electric equipment.
- 2. By January 1, 2024, all AMDs shall submit a detailed *Fossil Fuel* elimination plan to the Mayor or City Manager that identifies and prioritizes the strategies needed to eliminate *Fossil Fuel* combustion within each facility by 2035. This plan shall include:
 - a) The necessary actions, funding, and investments needed to eliminate Fossil Fuel Systems;
 - b) A timeline for substantial alterations and system replacement efforts;

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- Priority actions for system replacement efforts that have the greatest potential return on investment based on cost analysis that includes the cost of carbon emission impacts;
- d) Demonstration that the plan achieves at least a 33% reduction of the department's direct *GHG Emissions* from *Fossil Fuel* combustion relative to 2019 levels by January 1, 2028; 55% reduction by January 1, 2030; 67% reduction by January 1, 2031; and 100% reduction by January 1, 2035; and
- e) Potential locations for the installation of *On-Site Renewable Energy Systems*.
- 3. All AMDs shall submit a report by January 1, 2025, to the Mayor or City Manager and each year thereafter documenting their progress made in *Fossil Fuel* elimination. This annual report shall include an update to the *Fossil Fuel* elimination plan reflecting documented progress and remaining work.

F. Fleet Charging Plans

- 1. By January 1, 2024, all AMDs shall submit a detailed light fleet charging plan to the Mayor or City Manager.
- 2. By January 1, 2026, all AMDs shall submit a detailed medium and heavy fleet charging plan to the Mayor or City Manager.
- 3. The fleet charging plans shall identify prospective charging locations for all City-owned vehicles which park overnight at each facility, which the respective AMD manages, in order to support electrification of all City-owned *Light Duty Vehicles* and 75% of City-owned *Medium Duty Vehicles* and *Heavy Duty Vehicles* by 2035. For each facility, these plans shall include:
 - a) A list of all City-owned vehicles which use the facility as their primary parking location or otherwise use the facility as an overnight parking location. The list shall include the AMD's vehicles as well as any vehicles from other departments that normally park at the facility.
 - b) An estimate of the daily mileage and charging requirement of each vehicle, assuming all *Light Duty Vehicles* are replaced with an equivalent *Electric Vehicle*.
 - c) An assessment of the number and type of chargers most suitable for the location, considering both vehicle usage needs and cost.

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- i. The quantity shall support electrification of all vehicles based at the facility.
- ii. By default, plans should assume one *Level 2* charging port per *Light Duty Vehicle*.
- iii. For *Light Duty Vehicles* with modest daily mileage and charging requirements, plans may specify a single *Level 2* charger to be shared between multiple *Electric Vehicles* or use *Level 1* chargers.
- iv. If EV chargers will be shared, the plan shall specify how sharing will be managed, such as by assigning alternating days.
- d) A map of the facility, which indicates the proposed charging locations, the location of the electric panel, and any additional panel or subpanel to be used.
- e) An estimation of the quantity of circuits and length of conduit required to be installed, the required and available capacity in the electrical panel, whether an *Automated Load Management System* should be used, and whether panel upgrades are required.
- f) An estimate of the cost to install the specified chargers.
- 4. Each AMD's medium and heavy fleet charging plan shall include an option and timeline to achieve 100% electrification, going beyond the initial 75% target.
- 5. Departments shall additionally submit a list of all vehicles owned or operated by their department, as well as additional vehicles anticipated to be acquired, which indicates the vehicle's assigned parking location and which facility fleet charging plan will accommodate the vehicle. Departments shall ensure that any of their vehicles which park on a facility managed by a different AMD are included in the relevant charging plan. Departments shall include a plan to provide charging to any of their vehicles which currently park at a location not owned and operated by the City.
- 6. All AMDs shall submit a report by January 1, 2025, to the Mayor or City Manager and each year thereafter documenting their progress made in installing vehicle chargers for their department's fleet. This annual report shall include an update to the fleet charging plans reflecting documented progress and remaining work.

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G. Leased Properties

- 1. The requirements of this Policy for buildings and facilities shall be incorporated into all new leases of City-owned property with an effective date of January 1, 2024, or later that require Council approval. The lease language shall apply the requirements to all leased buildings and land.
- 2. If the City has been leasing City-owned buildings or land to a specific tenant since before January 1, 2024, and if the City proposes to grant a time extension or a new lease to that same tenant effective on or after January 1, 2024, that will require Council approval, the Mayor or Mayor's designee may propose to revise or omit specific provisions of this Policy when negotiating the lease terms on a case by case basis if the Mayor or Mayor's designee determines that the tenant has presented compelling reasons for the revision or waiver. A full explanation and justification for any Policy revision or waiver shall be presented to Council as part of the staff report when the time extension or the new lease is being presented to Committee and Council for approval.

H. Exemptions

1. Projects to construct or provide emergency shelter are exempt from all requirements of this Policy, except buildings shall procure their electricity from a zero-carbon or renewable source, such as through qualifying options offered by San Diego Community Power.

I. Effective Date

- 1. This Policy shall apply in full to *New Construction* and *Major Renovation* projects for which a design contract is issued 120 days or greater after the passage of the Policy or for which in-house design or planning begins after final passage of the Policy.
- 2. Any *New Construction* or *Major Renovation* project which does not have a 30% design completed and approved by the City prior the final passage of this Policy shall be designed and built with no Fossil Fuel Systems, excepting the emergency or backup uses permitted by the Policy.
- 3. All other portions of this Policy, including portions related to operation of existing buildings and replacement of building equipment, shall take effect 120 days after final passage of the Policy.

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REFERENCES:

- California Department of General Services Zero Net Energy https://www.dgs.ca.gov/OS/Resources/Page-Content/Office-of-Sustainability-Resources-List-Folder/Zero-Net-Energy
- California Zero Code https://zero-code.org/wp-content/uploads/2018/09/ZERO-Code-California.pdf
- 2019 CalGreen https://codes.iccsafe.org/content/CAGBSC2019/cover
- ASHRAE Standard 105 (Methods for Determining, Expressing, and Comparing Building Energy Performance and Greenhouse Gas Emissions) https://webstore.ansi.org/standards/ashrae/ansiashraestandard1052014
- International Organization for Standardization (ISO) standard 14025 https://www.iso.org/standard/38131.html
- International Organization for Standardization (ISO) 21930 https://www.iso.org/standard/61694.html
- European Standard (EN) 15804 https://www.en-standard.eu/csn-en-15804-a2-sustainability-of-construction-works-environmental-product-declarations-core-rules-for-the-product-category-of-construction-products/

HISTORY:

"Zero Emissions Municipal Buildings and Operations Policy" Adopted by Resolution R-314377 – 10/11/2022

APPENDIX K

SUSTAINABLE BUILDING POLICY 900-14

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SUBJECT: SUSTAINABLE BUILDING POLICY

POLICY NO.: 900-14

EFFECTIVE DATE: October 11, 2022

BACKGROUND:

The passage of the California Global Warming Solutions Act of 2006 (Assembly Bill 32) and other pivotal legislation and policy in California — such as the establishment of statewide energy efficiency goals (AB 2021), Low-Income Energy Efficiency statutes, the Governor's Green Building Executive Order, the California Energy Commission Integrated Energy Policy Report (2007), and the CA Public Utilities Commission (CPUC) Strategic Plan (2008)— creates an environment where energy efficiency efforts must not only continue to thrive but scale up at unprecedented levels. The four specific programmatic goals, known as the "Big Bold Energy Efficiency Strategies," established by the CPUC include:

- 1. All new residential construction in California will be zero net energy by 2020;
- 2. All new commercial construction in California will be zero net energy by 2030;
- 3. Heating, Ventilation and Air Conditioning (HVAC) will be transformed to ensure that its energy performance is optimal for California's climate; and
- 4. All eligible low-income customers will be given the opportunity to participate in the low income energy.

The 2003 update of 900-14 requires City projects to achieve the U.S. Green Building Council's LEED silver standard for all new buildings and major renovations over 5,000 square feet. The City of San Diego General Plan (2008) and the City of San Diego Climate Protection Action Plan (2004) formalize the commitment to increase energy efficiency and the use of renewable energy. In order to achieve the goals in the CPUC Strategic Plan and the City's General Plan, more substantial requirements are needed as a bridge to zero net energy in 2020 (residential) and 2030 (commercial). To that end, the Sustainable Building Policy will be updated every three years to remain current with new State and Federal guidelines and local needs.

PURPOSE:

The purpose of this policy is to reassert the City's commitment to green and sustainable building practices and applies to new construction or major renovations that the City owns, occupies or leases. A major renovation is defined as an alteration or renovation to existing conditioned spaces that are 5,000 gross square feet or larger in area and require at least two energy building system changes. The site boundary for the scope of this Policy is the contract limit line of the work included in the Major Renovation project. (See Definitions, page 5-6.)

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The Sustainable Buildings Policy shall recognize projects that are designed, constructed and operated using cost-effective innovative strategies and technologies that seek to achieve the following:

- 1. Avoid permanent adverse impact on the natural state of the air, land, and water;
- 2. Ensure a healthful indoor environmental quality;
- 3. Optimize social and economic benefits to the project and the community; and
- 4. Encourage occupant behavior, maintenance and operations that maximize conservation opportunities, reduce resource consumption and minimize wastes

Fiscal analysis using life cycle cost estimating is part of a "reasonable payback" determination for energy efficiency and renewable energy technology. Approved life-cycle cost estimating measures to be used include first-cost, incentives, operating expenses, and utility savings for proposed technology. This policy shall implement renewable energy strategies that provide a payback of less than 20 years.

STANDARDS:

- 1. City-owned, occupied or leased new construction and major renovation projects shall meet the requirements of the US Green Building Council (USGBC) Leadership in Energy and Environmental Design Program[®] (LEED[®]) for Silver level certification.
- 2. City-owned and occupied new construction and major renovation projects of buildings containing more than 1,000 square feet of conditioned space shall meet the energy efficiency requirements of San Diego Council Policy 900-03, Zero Emissions Municipal Buildings and Operations Policy.
- 3. City-owned and occupied new construction and major renovation projects of buildings containing more than 1,000 square feet of conditioned space shall include or made ready for onsite renewable energy generation as required by San Diego Council Policy 900-03, Zero Emissions Municipal Buildings and Operations Policy.
- 4. City-owned, occupied or leased new construction and facilities replacing plumbing fixtures shall use 20 percent less water than the baseline water consumption profile for interior non-process water uses.
- 5. City-owned, occupied or leased facilities shall use non--potable water for permanent irrigation to the extent possible.

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- 6. City-owned, occupied or leased facilities shall comply with all stormwater development requirements in the Storm Water Management and Discharge Control Ordinance and the San Diego Municipal Code Land Development Manual Storm Water Standards for all projects.
- 7. City-owned, occupied or leased new construction or major renovation facilities shall comply with all elements of the Construction and Demolition Ordinance.
- 8. City-owned, occupied or leased facilities shall comply with all elements of the City Recycling Ordinance, and occupant recycling should include paper, corrugated cardboard, glass, plastic and metals at a minimum.
- 9. Cooling, refrigeration, or fire suppression equipment in new buildings or replacement of equipment in City-owned, occupied or leased facilities shall not use CFC-based products.
- 10. The following sustainable building measures are strongly encouraged for City-owned, occupied or leased new construction and major renovation:
 - a. Incorporate enhanced commissioning and measurement and verification procedures for all facilities.
 - b. Improve indoor air quality by reducing contaminants from all occupied spaces by using low-emitting volatile organic materials, including adhesives, paints, coatings carpet systems, composite wood and agrifiber products.
 - c. Limit disruption of natural water flows and minimize storm water runoff by minimizing building footprints and other impervious areas, increasing on-site infiltration, preserving and/or restoring natural drainage systems, and reducing contaminates introduced into San Diego's rivers, bays, beaches and the ocean.
 - d. Incorporate building products that have recycled content reducing the impacts resulting from the extraction of new materials. Newly constructed City facilities shall strive to have a minimum of 25% of building materials that contain in aggregate, a minimum weighted average of 20% post-consumer recycled content materials.
 - e. Prioritize the use and purchase of products that are manufactured, extracted, and assembled within the City of San Diego.
 - f. Reduce the use and depletion of finite raw and long-cycle renewable materials by replacing them with rapidly renewable materials. Newly constructed City facilities should consider incorporating rapidly renewable building materials for 5% of the total building materials.

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- g. Establish minimum indoor air quality (IAQ) performance to prevent the development of indoor air quality problems in buildings, maintaining the health and well-being of the occupants. Newly constructed City facilities must show compliance with Federal and California IAQ standards by conforming to the latest published version of ASHRAE 62, Ventilation for Acceptable Indoor Air Quality standard.
- h. Design and build to take maximum advantage of passive and natural sources of heat, cooling, ventilation and light.
- i. Provide sustainable lighting systems that use 5000 Kelvin lamps in conjunction with high efficiency program start ballasts integrated with occupancy sensors and day lighting systems. All lighting must exceed a Color Rendering Index of 80 CRI.
- j. Outdoor lighting systems shall comply with local ordinances and utilize broad-spectrum lighting.
- k. Buildings must use energy management systems that can be automatically accessed for demand response calls with the local utility.

IMPLEMENTATION:

- 1. All City departments shall be responsible for understanding the requirements for new construction and major renovations, and shall comply with the mandatory standards of the Sustainable Building Policy and seek to include as many voluntary measures as possible.
- 2. Engineering and Capital Projects Department, Development Services Department, and Environmental Services Department shall ensure, to the extent of their responsibility, that construction plans and implementation meet the mandatory standards.
- 3. The City will seek cooperation with other governmental agencies, public interest organizations, and the private sector to promote, facilitate, and implement sustainable building, energy efficiency, and renewable generation in the community.
- 4. This Policy shall be reviewed and updated at least every three years to align with applicable codes, standards and technologies.

LEGISLATION:

The City supports State and Federal legislation that promotes or allows sustainable development, conservation of natural resources, energy efficiency, and renewable technology.

CITY OF SAN DIEGO, CALIFORNIA COUNCIL POLICY

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Definitions Used In This Policy:

<u>Build It Green</u>: Build It Green (BIG) is a professional non-profit membership organization whose mission is to promote healthy, energy- and resource-efficient buildings in California. Supported by a solid foundation of outreach and education, Build It Green connects consumers and building professionals with the tools and technical expertise they need to build quality green homes. (Definition source: Build It Green.)

<u>Baseline Water Consumption Profile</u>: Baseline water consumption profile represents the average State of California water usage for commercial and residential buildings, as provided by the Department of Water Resources.

<u>Conditioned Space</u>: Part of a building where temperatures are controlled through heating or cooling.

Energy Consumption, Total Building: Total Building Energy Consumption is used for calculating a building's annual energy use as specified in the Alternative Calculation Methods Manuals for Title 24 compliance and is equivalent to the Energy Budget that is the maximum amount of Time Dependent Valuation (TDV) energy that a proposed building, or portion of a building, can be designed to consume. (Definition source: Title 24.)

<u>Expedite</u>: The permit will be reviewed by appropriate City staff in 75% of the standard time it takes for permit review.

<u>GreenPoint Rated</u>: GreenPoint Rated is a third-party rating system for homes and multi-family buildings based on a set of green building measures pulled from the Green Building Guidelines developed by Build It Green and used to evaluate a residence's environmental performance. (Definition source: Build It Green.)

<u>LEED</u>: The LEED (Leadership in Energy and Environmental Design) Green Building Rating System is a voluntary, consensus-based national standard for developing high-performance, sustainable buildings. Members of the U.S. Green Building Council, representing all segments of the building industry, developed LEED and continue to contribute to its evolution using their guiding principles that provide the clarity and continuity, while also giving the system the flexibility to grow and respond to a rapidly changing market. (Definition source: USGBC.)

<u>Major Renovation- City-Owned, Occupied or Leased Buildings</u>: Alterations or renovations to existing conditioned spaces that are 5,000 gross square feet or larger in area and require at least two energy building system changes. The site boundary for the scope of this Policy is the contract limit line of the work included in the Major Renovation project.

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<u>Major Renovation- Private Sector Residential And Commercial Buildings</u>: Alterations or renovations to existing conditioned spaces in residential buildings with more than 1,500 gross square feet or larger and require at least two energy building system changes, <u>**OR**</u> commercial buildings with more than 5,000 gross square feet or larger and require at least two energy building system changes.

New Construction- City-Owned, Occupied or Leased Buildings: New Construction includes newly constructed buildings that have never been used or occupied for any purpose. (Definition source: Title 24.) For purposes of this policy, New Construction is expanded to mean projects that are 5,000 gross square feet or larger in area. The site boundary for the scope of this Policy is the contract limit line of the work included in the New Construction project.

New Construction- Private Sector Residential and Commercial Buildings: New Construction includes newly constructed buildings that have never been used or occupied for any purpose. (Definition source: Title 24.) For purposes of this policy, New Construction is expanded to mean residential projects that are 3,000 gross square feet or larger in area <u>OR</u> commercial buildings that are 10,000 gross square feet or larger in area. The site boundary for the scope of this Policy is the contract limit line of the work included in the New Construction project.

<u>Renewable Energy Technologies</u>: Renewable energy potential technologies include solar, wind, geothermal, low-impact hydro, biomass, bio-gas technologies, and fuel cell technologies that do not use fossil fuels. (Definition source: USGBC). Other technologies that do not use refined fossil fuels may be considered on a project-by-project basis.

Reasonable Payback: Fiscal analysis using life cycle cost estimating is part of a "reasonable payback" determination for energy efficiency and renewable energy technology. -Approved life-cycle cost estimating measures to be used include first-cost, incentives, operating expenses, and utility savings for proposed technology. This policy shall implement renewable energy strategies that provide a payback of less than 10 years.

<u>Title 24</u>: Title 24, Part 6, of the California Code of Regulations is the Energy Efficiency Standards for Residential and Nonresidential Buildings in California. Established in 1978 in response to a legislative mandate to reduce California's energy consumption, the standards are updated periodically (usually every three years, at minimum) to allow consideration and possible incorporation of new energy efficiency technologies and methods. Energy efficiency reduces energy costs for owners, increases reliability and availability of electricity for the State, improves building occupant comfort, and reduces environmental impact. (Definition source: California Energy Commission.)

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<u>USGBC</u>: The U.S. Green Building Council (USGBC) is a non-profit organization committed to expanding sustainable building practices. USGBC is composed of more than 15,000 organizations from across the building industry that are working to advance structures that are environmentally responsible, profitable, and healthy places to live and work. (Definition source: USGBC.)

REFERENCES:

- Council Policy 400-11, Water Conservation Techniques
- Council Policy 400-12, Water Reclamation/Reuse
- Council Policy 600-17, Affordable/In-Fill Housing and Sustainable Buildings Expedite Program
- Council Policy 900-02, Energy Conservation and Management
- Council Policy 900-06, Solid Waste Recycling
- Ordinance Number O–19420 N.S., Construction and Demolition Debris Diversion Deposit Program, Ordinance Number O–19694 N.S
- General Plan Update (2008)
- Equal Opportunity Contracting, Municipal Code 18173, sections 22.2701- 22.2702
- Non-Discrimination in Contracting, Municipal Code 18173, sections 22.3501-22.3517

HISTORY:

Adopted by Resolution R-289457 – 11/18/1997

Amended by Resolution R-295074 – 06/19/2001

Amended by Resolution R-298000 – 05/20/2003

Amended by Resolution R-305833 – 05/18/2010

Amended by Resolution R-314378 – 10/11/2022

APPENDIX L

SWPPP Construction BMP Maintenance Log

SWPPP Construction BMP Maintenance Log

Examples of construction BMP maintenance activites 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 Acitivities

- Maintain stabilized construction entrances/exits
- O Redress gravel/rock to full coverage and remove any sediment accumulation
- Remove and replace geotextile/compost blanket/plastic with holes or tears
- O 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
- O 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
- O 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

APPENDIX M

PALEONTOLOGICAL CONSTRUCTION MONITORING REQUIREMENTS

Paleontological Construction Monitoring Requirements

PALEONTOLOGICAL MONITORING AND REPORTING PROGRAM (PMRP):

I. **GENERAL REQUIREMENTS.** Post Plan Check (After permit issuance/Prior to start of construction).

A. PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.

- 1. The Contractor is responsible to arrange and perform this meeting by contacting the City Resident Engineer (RE)/Construction Manager (CM) of the Construction Management and Field Engineering (CMFE) Division and City staff from Mitigation Monitoring Coordination (MMC). Attendees shall also include the Contractor's representative(s), job site superintendent, and the paleontologist.
- 2. NOTE: Failure of all responsible Contractor's representatives and paleontological monitor to attend the pre-construction meeting shall require an additional focused meeting with all parties present.

CONTACT INFORMATION:

- a) The primary point of contact is the RE/CM at the CMFE Division at 858-627-3200.
- b) For clarification of environmental requirements, call the RE/CM and MMC at 858-627-3360.

B. PMRP COMPLIANCE.

- 1. This Project shall conform to the City's paleontological monitoring requirements, as further specified below, in accordance with the City of San Diego's Land Development Code Grading Regulations, Section 142.0151, and implemented to the satisfaction of MMC and RE/CM. The requirements shall 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: Contractor shall alert RE/CM and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts shall be approved by RE/CM and MMC before the Work is performed.

C. MONITORING EXHIBIT.

1. Contractor Engineering and Capital Projects Department's consultant (if applicable) is required to submit, to RE/CM and MMC, a paleontological monitoring exhibit on a 11 x 17 inch reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the Limits of Work, scope of that discipline's work (i.e. delineation showing work area(s) requiring paleontological monitoring), 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.

D. OTHER SUBMITTALS AND INSPECTIONS.

 The Contractor or Engineering and Capital Projects Department's consultant (if applicable) shall submit all required documentation, verification letters, and requests for all associated inspections to the RE/CM and MMC for approval per the following schedule:

DOCUMENT SUBMITTAL/INSPECTION CHECKLIST:

ISSUE AREA	DOCUMENT SUBMITTAL	ASSOCIATED INSPECTION, APPROVALS, NOTES	
Paleontology	Principal Investigator & Paleontological Monitors Qualification Letters	Prior to Pre-Construction Meeting	
Paleontology	Site-Specific Records Search	Prior to Pre-Construction Meeting	
Paleontology	Paleontological Monitoring Exhibit	Prior to, or at, the Pre- Construction Meeting	
Paleontology	Letter of Acknowledgement of Responsibility for Curation	Prior to the Pre- Construction Meeting	
Paleontology	Construction Schedule (Monitoring)	Prior to Construction	
Paleontology	Paleontology Reports	Paleontology Observation	
Final PMRP		Final PMRP Inspection	

SPECIFIC PMRP ISSUE AREA CONDITIONS/REQUIREMENTS:

- I. PALEONTOLOGICAL RESOURCES.
 - A. Prior to Permit Issuance or Construction.
 - 1. Letters of Qualification have been submitted to MMC.
 - a) Prior to the pre-construction meeting, Engineering and Capital Projects Department shall submit a letter of verification to 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.

- b) MMC will provide a letter to Engineering and Capital Projects
 Department confirming the qualifications of the PI and all persons
 involved in the paleontological monitoring of the project.
- c) Prior to the start of work, Engineering and Capital Projects Department shall obtain approval from MMC for any personnel changes associated with the monitoring program.

B. Prior to Start of Construction.

1. Verification of Records Search.

- a) 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.
- b) The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.

C. PI Shall Attend Pre-Construction Meetings.

- Prior to beginning any work that requires monitoring, the City or City's representative shall arrange a pre-construction meeting that shall include the PI, Grading Contractor, RE/CM, Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related pre-construction meetings to make comments and/or suggestions concerning the Paleontological Monitoring Program with the RE/CM and/or BI and Grading Contractor.
 - a) If the PI is unable to attend the pre-construction meeting, the Contractor, or Engineering and Capital Projects Department's consultant (if applicable), shall schedule a focused pre-construction meeting with MMC, PI, and RE/CM or BI, if appropriate, prior to the start of any work that requires monitoring.
- 2. Acknowledgement of Responsibility for Curation (Capital Improvement Program Project or Other Public Projects).
 - a) The Contractor, or Engineering and Capital Projects Department's consultant (if applicable), shall submit a letter to MMC, RE/CM and/or Bl 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 inch) to MMC and RE/CM and/or BI 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. 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). MMC shall notify the PI that the PME has been approved prior to commencing with any ground-disturbing activities.

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/CM and/or BI indicating when and where monitoring will occur.
- b) The PI may submit a detailed letter to MMC and RE/CM and/or BI 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.
 - a) After approval of the PME by MMC, the PI shall submit to MMC and RE/CM and/or BI written authorization of the PME and Construction Schedule from the Contractor.

D. During Construction.

- 1. The Monitor shall be present during Grading/Excavation/Trenching.
 - a) The paleontological 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.
 - b) The Contractor is responsible for notifying the RE/CM and/or BI, 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.
 - c) The PI may submit a detailed letter to MMC and RE/CM and/or BI 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.

d) The paleontological monitor shall document field activity via the ConsultantSiteVisitRecord(CSVR). TheCSVR's shall be emailed and/or provided hard copy by the Contractor or Engineering and Capital Projects Department's consultant (if applicable) to the RE/CM and/or BI the first day of monitoring, the last day of monitoring, monthly (Notification of Monitoring Completion), and in the case of ANY discoveries. The RE/CM and/or BI shall forward copies to MMC.

2. Discovery Notification Process.

- a) 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/CM and/or BI, as appropriate.
- b) The paleontological monitor shall immediately notify the PI (unless paleontological monitor is the PI) of the discovery.
- c) The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC and RE/CM and/or BI within 24 hours by fax or email with photos of the resource in context, if possible.
- 3. Determination of Significance.
 - a) The PI shall evaluate the significance of the resource.
 - i. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC and RE/CM and/or BI indicating whether mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - ii. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC and/or RE/CM and/or BI. PRPandanymitigation must be approved by MMC and RE/CM and/or BI before ground-disturbing activities in the area of discovery will be allowed to resume.
 - Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under item 4, "Discovery Process for Significant Resources - Pipeline Trenching Projects".
 - iii. 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.

- iv. The PI shall submit a letter to MMC and RE/CM and/or BI 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.
 - 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.
 - Note: For pipeline trenching projects only, if significance cannot be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.
- 4. Discovery Process for Significant Resources Pipeline Trenching Projects.
 - a) Procedures for Documentation, Curation and Reporting. 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.
 - i. 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.
 - ii. The PI shall prepare a Draft Paleontological Monitoring Report and submit to MMC via the RE/CM and/or BI as indicated in **Section F Post Construction**.
 - iii. 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 PMRP. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Paleontological Monitoring Report.
 - iv. The Final Paleontological Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

E. Night and/or Weekend Work.

- 1. If night and/or weekend work is included in the contract:
 - a) When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the preconstruction meeting. The following procedures shall be followed:
 - 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 submitto MMC via the RE/CM and/or BI via email or in person by 8AM on the next business day.
 - Discoveries All discoveries shall be processed and documented using the existing procedures detailed in Section D During Construction.
 - Potentially Significant Discoveries If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section D - During Construction shall be followed.
 - b) The PI shall immediately contact the RE/CM and/or BI and MMC, or by 8AM on the next business day, to report and discuss the findings as indicated in **Section D During Construction**, unless other specific arrangements have been made.
- 2. If night and/or weekend work becomes necessary during the course of construction:
 - a) The Contractor shall notify the RE/CM and/or BI a minimum of 24 hours before the work is to begin.
 - b) The RE/CM and/or BI, as appropriate, shall notify MMC immediately.
- 3. All other procedures described above shall apply, as appropriate.

F. Post Construction.

- 1. Preparation and Submittal of Draft Paleontological Monitoring Report.
 - a) The PI shall submit two copies of the Draft Paleontological Monitoring Report (even if negative), prepared to the satisfaction of MMC, which describes the methods, results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE/CM and/or BI for review and approval within 90 calendar days following the completion of monitoring.
 - For significant or potentially significant paleontological resources encountered during monitoring, as identified by the PI, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - ii. 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 PMRP, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.

- b) MMC shall return the Draft Monitoring Report to the PI via the RE/CM and/or BI for revision or, for preparation of the Final Report.
- c) The PI shall submit revised Draft Monitoring Report to MMC via the RE/CM and/or BI for approval.
- d) MMC shall provide written verification to the PI and RE/CM and/or BI of the approved report.
- 2. Handling of Fossil Remains.
 - a) The PI shall ensure that all fossils collected are cleaned to the point of curation (e.g., removal of extraneous sediment, repair of broken specimens, and consolidation of fragile/brittle specimens) and catalogued as part of the Paleontological Monitoring Program.
 - b) The PI shall ensure that all fossils are analyzed to identify stratigraphic provenance, geochronology, and taphonomic context of the source geologic deposit; that faunal material is taxonomically identified; and that curation has been completed, as appropriate.
- 3. Curation of Fossil Remains: Deed of Gift and Acceptance Verification.
 - a) The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an accredited institution that maintains paleontological collections (such as the San Diego Natural History Museum).
 - b) The PI shall submit the Deed of Gift and catalogue record(s) to the RE/CM and/or BI, as appropriate for donor signature with a copy submitted to MMC.
 - c) The RE/CM and/or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
 - d) The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE/CM and/or BI and MMC.
- 4. Final Paleontological Monitoring Report(s).
 - a) The PI shall submit two copies of the Final Paleontological Monitoring Report to MMC (even if negative), within 90 calendar days after notification from MMC of the approved report.
 - b) The RE/CM and/or BI 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.

APPENDIX N

DECORATIVE METAL FENCE AND GATES (EXAMPLE SPECIFICATIONS)

DECORATIVE METAL FENCES AND GATES (EXAMPLE SPECIFICATIONS)

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Wrought Iron Fencing.
 - 2. Wrought iron swing gates.
 - 3. Wrought iron electrically operated rolling gate.

PART 2 – PRODUCTS

2.1 MANUFACTURER

A. Source Limitations: Obtain decorative metal fences, gates and components from a single manufacturer.

B. Basis-of-Design Product:

- 1. Ameristar Fence Products.
 - a) Montage Commercial: Classic.

2.1 MATERIALS

A. Steel: Steel material for fence panels and posts shall conform o the requirements of ASTM A653/A653M, with a minimum yield strength of 45,000 psi (310 MPa) and a minimum zinc (hot-dip galvanized) coating weight of 0.60 oz/ft2 (184 g/m2), Coating Designation G-60

- B. Pickets: ¾" square x 14 Ga. tubing. The rails shall be steel channel, 1.5" x 1.4375"x 14 Ga. Picket holes in the rail shall be spaced 4.675" o.c. Fence posts and gate posts shall meet the minimum size requirements of Table 1.
- C. Anchor and Expansion Bolts: ASTM A307 anchor bolts, unless otherwise noted. Expansion bolts to have I.C.B.O. rating for material into which the installation takes place.

2.2 ROLLING GATES

- A. Basis-of-Design Product:
 - 1. Ameristar Fence Products.
 - a) Ameristar PassPort IS design series.
- B. Steel material for roll gate components (i.e. pales, rails, diagonals and uprights), shall be commercial steel with minimum yield strength of 45,000 psi (344 MPa).
- C. Ornamental pale material shall be 2-3/4" wide x 3/4" corrugated pales. Pale spacing shall be 6". Material for toprails, uprights and diagonals rails shall be 2" square x 12 Ga. Material for the bottom rail shall be 2" x 4" x 11 Ga. Posts shall be a minimum of 4" square x 11 Ga.

2.3 FABRICATION

- A. Pickets, rails and posts shall be pre-cut to specified lengths. Rails shall be pre-punched to accept pickets.
- B. Pickets shall be inserted into the pre-punched holes in the rails and shall be aligned to standard spacing using a specially calibrated alignment fixture. The aligned pickets and rails shall be joined at each picket-to-rail intersection by Ameristar's proprietary fusion welding process, thus completing the rigid panel assembly.
- C. The manufactured panels and posts shall be subjected to an inline electrode position coating (ECoat) process consisting of a multi-stage pretreatment/wash, followed by a duplex application of an epoxy primer and an acrylic topcoat. The minimum cumulative coating thickness of epoxy and acrylic shall be 2 mils. The coated panels and posts shall be capable of meeting the performance requirements for each quality characteristic shown in Table 2 (Note: The requirements in Table 2 meet or exceed the coating performance criteria of ASTM F2408).
- D. The manufactured fence system shall be capable of meeting the vertical load, horizontal load, and infill performance requirements for Commercial weight fences under ASTM F2408.
- E. Gates with an out to out leaf dimension less than and including 72 inches shall be fabricated using Montage Commercial ornamental panel material and 1-3/4" sq. x 14ga. gate ends. Gate leafs greater than 72 inches shall be fabricated using ForeRunner rails, 17 gauge pickets, intermediate uprights, gussets and 1-3/4" sq. x 14ga. gate ends. All rail and upright intersections shall be joined by welding. All picket and rail intersections shall also be joined by welding.
- F. Pales, rails, uprights and posts shall be precut to specified lengths. Diagonals shall be precut to specified lengths and angles. Frame materials shall be joined by welding. Pales shall be face welded to roll gate frame.
- G. Completed gates shall be capable of supporting a 200 lb. load applied at midspan without permanent deformation.

2.4 SHOP PAINTING

A. To insure powder coat adhesion, steel must be free of any scale, paint, varnish, or rust. Substrate preparation prior to powder coating is to include a chemical wash and rinse followed with an iron phosphate treatment. Finished product shall appear bright and smooth, with a refined appearance.

B. The manufactured roll gates and bolt-on panels (if applicable) shall be subjected to the Perma-Coat® thermal stratification coating process (high-temperature, in-line, multistage, multi-layer) including, as a minimum, a six-stage pre-treatment/wash (with zinc phosphate), an electrostatic spray application of an epoxy base, and a separate electrostatic spray application of a polyester finish. The base coat shall be a thermosetting epoxy powder coating (gray in color) with a minimum thickness of 2 mils (0.0508mm). The topcoat shall be a "no-mar" TGIC polyester powder coat finish with a minimum thickness of 2 mils (0.0508mm). The stratification-coated framework shall be capable of meeting the performance requirements for each quality characteristic shown in Table 1.

C. All components shall be powder coated after complete fabrication with triglycidyl isocyanurate (TGIC) powder, a polyester coating. Furnish anchor and expansion bolts with steel washers.

Table 2 – Coating Performance Requirements

Table 2 – Coating Performance Requirements				
Quality Characteris-	ASTM Test Method	Performance Requirements		
tics				
Adhesion	D3359 – Method B	Adhesion (Retention of Coating) over 90% of test		
		area (Tape and knife test).		
Corrosion Re-	B117, D714 & D1654	Corrosion Resistance over 1,000 hours (Scribed per		
sistance		D1654; failure mode is accumulation of 1/8" coating		
		loss from scribe or medium #8 blisters).		
Impact Resistance	D2794	Impact Resistance over 60-inch lb. (Forward impact		
		using 0.625" ball).		
Weathering Re-	D822 D2244, D523 (60°	Weathering Resistance over 1,000 hours (Failure		
sistance	Method)	mode is 60% loss of gloss or color variance of more		
		than 3 delta-E color units).		

2.5 ROLLING GATE OPERATOR

- A. Basis-of-Design Manufacturer:
 - 1. Elite.
 - 2. Or equal.

B. ROLLING GATE OPERATOR EQUIPMENT

- 1. Operator: Model SL3000UL1HP as manufactured by Elite or equal, designed to function with the gate size and weight required for this project.
 - a. Provide key pad access for opening function as per operation specified herein.
 - b. Provide actuator loop under pavement for closing function
 - 1) Self-tuning sensor system for magnetically reading presence of approaching vehicle.
 - 2) Provide in weatherproof enclosure for exterior mounting.
 - 3) Provide loop detectors and all required PVC conduit.

- 4) Provide push button keypad (location as directed by Architect and Resident Engineer)
- 5) Remote wireless capability (RINEAR DELTA 3) receiver.
- 6) Provide timer (self close capability via delay timer).

C. OPERATIONAL CONTROLS

- 1. Gates shall be electrically operated with key pad, Knox Box key, and remote switch capability in station and using Delta III controller-receiver.
- 2. Self-contained keypad system: MINIkey from Chamberlain
- 3. Knox Key Switch: Single FD Switch, Model 3502
- 4. Timer Grässlin GMXdigi-20 Series (includes exterior weatherproof housing)
- 5. Magnetic Vehicle Detector
 - a. Self-tuning sensor system for magnetically reading presence of approaching vehicle.
 - b. Provide in weatherproof enclosure for exterior mounting.
 - c. Provide loop detectors and all required PVC conduit.
 - d. Detector shall keep gate open while vehicle is located within gate location and shall override the time delay device.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Anchor posts in concrete footings or attach to masonry walls as shown on the Drawings.
- B. Securely anchor gates and erect plumb, level, and true, with smooth operating hardware.
- C. Gateposts shall be set in accordance with the spacing's shown in the construction plans. The "Earthwork" and "Concrete" sections of this specification shall govern post base material requirements. 6" wheels shall be bolted to the gate (between the wheel plates welded near the ends of the gate bottom rail). The gate shall be set upright with the V-grooved wheels positioned over the pre-installed steel V-track that traverses the gate opening. Roller guides shall be affixed to the gateposts at a height even with the gate top rail to hold the gate in a vertical position. Gate stops shall be welded to the end of the gate or track so gate cannot pass rollers in either direction.
- D. Touch up abrasions, bolts, rivets, welds and other spots after erection with the same type of paint as used for shop coat.

3.2 CLEANING

A. During the course of the Work and on completion of the Work, remove excess materials, equipment and debris and dispose of away from premises. Leave Work in clean condition.

APPENDIX O

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 (**FIRE STATION 48 – BLACK MOUNTAIN RANCH**) in the amount of Fifty Thousand Dollars and zero cents (\$50,000). The City and Design-Builder are referred to herein as the "Parties".

RECITALS

- A. On **FEBRUARY 13, 2024**, 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-24-2206-DB2-3** will require each Design-Builder to complete and deliver a Stipend Agreement to the City in conjunction with submission of Technical Proposal.
- 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. <u>Compensation and Payment</u>

- 2.1 Compensation payable to Design-Builder for the Work Product described herein shall be **\$50,000**, if all the following conditions are met:
 - 2.1.1 Design-Builder's Proposal was **NOT** selected for award.
 - 2.1.2 Design-Builder's Proposal is responsive to the RFP.
 - 2.1.3 Design-Builder's 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 onsite improvements at a scale of 1" = 30'-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."
 - 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 \$50,000.
 - 2.2.3 Any Design-Builder wishing to be eligible for a stipend under this Stipend Agreement shall submit the completed Stipend Agreement to the City in conjunction with submission of Technical Proposal. 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, in its sole discretion, 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 under this Stipend Agreement. Payment of compensation will be made: within 60 days after receipt of a proper invoice submitted to the City under this section.

3. <u>Indemnification</u>

- 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. <u>Compliance with Laws</u>

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. <u>Assignment</u>

a. 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

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 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
Ву	Ву
Print Name:Mayor or designee	Print Name: Deputy City Attorney
Date:	
CONTRACTOR	
Ву	-
Print Name:	-
Title:	-
Date:	_
City of San Diego License No.:	
State Contractor's License No.:	

APPENDIX P

ACCESS EASEMENT DEED

Recording Requested by: City Real Estate Assets Dept. After recording mail to:

THE CITY OF SAN DIEGO Attention: Director, Real Estate Assets Department 1200 Third Avenue, Suite 1700 MS 51A San Diego, CA 92101-4199

312 281 04 PTN

DOC# 2021-0715664

Oct 14, 2021 10:04 AM
OFFICIAL REGORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$0.00 (SB2 Atkins: \$0.00)
PCOR: N/A

PAGES: 5

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO DOCUMENTARY TAX DUE – R & T 11922 (amended) and Gov't Code 27383 Presented for record by the CITY OF SAN DIEGO

NON-EXCLUSIVE ACCESS EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

4S RANCH MASTER ASSOCIATION, a California nonprofit mutual benefit corporation (Grantor)

HEREBY GRANTS to The City of San Diego, a California municipal corporation, in the County of San Diego, State of California (Grantee), a permanent non-exclusive easement and right-of-way to construct, reconstruct, maintain, operate, and repair a driveway, including all incidents and appurtenances thereto, together with the right of ingress upon, through, over and across the hereinafter described real property for the purpose of vehicular access, situated in the City of San Diego, County of San Diego, State of California (Easement Area), described and depicted in the following:

Exhibit "A" and Exhibit "B" attached hereto, and by this reference incorporated herein.

Grantor, its heirs and assigns, reserves the right to the continued use of the Easement Area, provided that such use does not interfere with the Grantee's use authorized herein, and subject to the following conditions: The erecting of buildings, masonry walls, fences and other structures; the planting or growing of trees; the changing of the surface grade; and the installation of private pipelines shall be prohibited except by written permission of the Grantee.

This easement and any covenants, conditions, and restrictions contained herein shall run with the land and be binding upon and inure to the benefit of the successors, heirs, executors, administrators, permittees, licensees, agents, and assigns of Grantor and Grantee.

Nothing in this Non-Exclusive Access Easement Deed shall be construed as transferring any fee interest in the Easement Area to Grantee. Grantee will defend and indemnify Grantor from claims, demands or liability for injury to person or property arising out of Grantee's use of the Easement Area.

IN WITNESS WHEREOF, the parties have executed this Non-Exclusive Access Easement Deed on the date set forth below.

This is to certify that the interest in the real property conveyed by this instrument to the City of San Diego, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of San Diego pursuant to authority conferred by Resolution No. 250320, adopted by the Council of the City of San Diego on October 1, 1979, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: 10-6-7

Penny Maus Director

Real Estate Assets Department

4S RANCH MASTER ASSOCIATION

By: Athert Bales

Name: Albert Bates

Title: PRS-dent

Approved as to form:

MARA W. ELLIOTT, City Attorney

Julie Inman

Deputy City Attorney

Date: 10/14/2021

Driveway Access Easement for City Fire Station 48 - Black Mountain Ranch

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of San Dieg before me, Christina C. Marin, Notary Public,
Here Insert Name and Title of the Officer
Albert Bates personally appeared 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. CHRISTINA C. MARIN Notary Public - California WITNESS my hand and official seal. San Diego County Commission # 2216113 My Comm. Expires Oct 26, 2021 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: _____ Number of Pages: Document Date: Signer(s) Other Than Named Above: ___ Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: ☐ Corporate Officer — Title(s): _____ □ Corporate Officer — Title(s): _____ ☐ Partner — ☐ Limited ☐ General □ Partner − □ Limited □ General ☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact ☐ Guardian or Con ☐ Trustee ☐ Trustee ☐ Guardian or Conservator ☐ Guardian or Conservator

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Other:

Signer Is Representing:

Signer Is Representing:

Other:

EXHIBIT 'A' ACCESS EASEMENT

APN: 312-281-04

A 70.00 (seventy) foot wide strip of land lying within a portion of Lot 586 of County of San Diego Tract No. 5216-3, in the County of San Diego, State of California, according to Map thereof No. 14978, filed in the Office of the County Recorder of said San Diego County March 9, 2005, the easterly sideline of said strip of land being more particularly described as follows:

Commencing at the most easterly corner of said Lot 586; Thence along the southerly boundary of said Map No. 14978 North 83°50'22" West (record N 83°51'55" W) 281.70 feet to the **True Point of Beginning**; Thence leaving said southerly boundary North 00°43'49" West 31.63 feet to a point of the southerly sideline of Winecreek Road as dedicated to the public on said Map No. 14978, said point being in the arc of an 84.00 foot radius curve concave northerly and being the **Point of Terminus**.

The westerly sideline of said 70.00 foot wide strip of land to be extended or shortened to terminate as follows: in the south on said southerly boundary of Map No. 14978 and in the north on said southerly sideline of Winecreek Road.

The above described Access Easement contains 1557.98 Square Feet, 0.0358 Acre.

Exhibit 'B' (City of San Diego Drawing No. 42380-B) attached and by this reference is made a part hereto.

Daniel R. Watkins LS 8877

Date

Senior Land Surveyor, Field Engineering

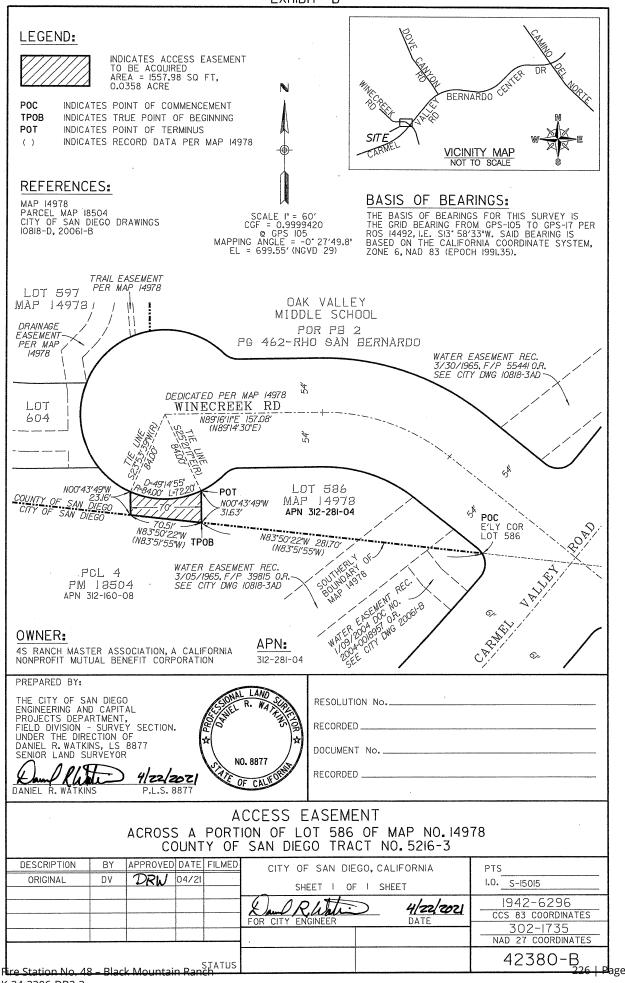
City of San Diego

My Registration Expires 12-31-2021

File: S-15015 Fire Station 48 APN 312-281-04

WBS S-15015 - April, 2021





APPENDIX Q

PARTNERING AGREEMENT

APPENDIX Q

PARTNERING AGREEMENT

DIVISION 1 - PARTNERING REQUIREMENT AND PROCESS

SECTION 1 - GENERAL

The purpose of this specification is to outline a process designed to develop a collaborative environment for the project so that communication, coordination, and cooperation are the norm. This Collaborative Partnering approach will aid issue resolution and will lesson impacts on project budget, schedule and quality.

(City of San Diego) works in a collaborative and cooperative manner with all project stakeholders including the <u>Prime Contractor</u> or <u>Design/Builder</u> (<u>Contractor</u>), all subcontractors, all project architects and engineers; material suppliers, specialty consultants, vendors, representatives of other agencies and the community at large. Partnering is our way of doing business. In executing the contract associated with this specification, each stakeholder agrees that they will actively and enthusiastically participate in the Collaborative Partnering process defined here. <u>Contractor</u> agrees that all sub-contractors, material contractors and other entities within its contractual control will participate in the Partnering process as required. <u>Contractor</u> will make this a specific contractual condition for all sub-contractors, material suppliers, and other entities working on this project including the Architect and/or Engineer and any other consultants engaged in the project. All shall agree to participate in the Partnering process as defined here.

Formal Collaborative Partnering for this project will start within 30 days of the Notice to Proceed and will include these elements (defined in Section 3):

- 1. A mutually agreed, IPI Certified Professional Partnering Facilitator (or approved equal).
- 2. A "Partnering Charter", which includes the joint development of goals.
- 3. A periodic, joint evaluation process.
- 4. Executive Level and Core Team Partnering
- 5. A Partnering Follow-up Plan to resolve potential problems at the lowest possible level

Participation in the formal Partnering process defined here will not void any contract part. All rights and remedies defined by the final contract will be preserved.

SECTION 2 - DESCRIPTION

A. Definitions

1. Project Team: the group of people and organizations who are executing a construction project and who have influence on the outcome. The Project Team is comprised of the Owner (City), the City's Design-Build

- Contractor, the City's Purchase Power Agreement (PPA) vendor, the City's Artist vendor, the Designer, the key sub-contractor(s) (MEP, Grading & Paving, ...), and other stakeholders including Government agencies, tenants, materials suppliers, concessionaires, and third parties affected by the construction project.
- 2. Partnering: an effort by the <u>Project Team</u> to develop joint goals and to establish a cooperative atmosphere regarding execution of the construction project, regardless of delivery method.
- 3. Multi-Tiered Partnering: For large, complex projects, the participants in partnering workshops will be divided into subgroups: Executive Level and the Core Team.
 - a. Executive Level Partnering: workshops involving Executive representatives from the <u>Owner</u>, <u>Contractor</u>, and key Subs who serve as a "project board of directors" to steer the project.
 - b. Core Team Partnering: workshops involving the central group responsible for the successful execution of the project as well as key individuals who are on the project throughout its duration. Typically, field-level Project Managers (PMs) and Superintendents from the owner, contractor, design, subs, key third-parties and stakeholder groups attend these sessions. Representatives from Executive Level Partnering should also attend to ensure commitments and follow through.
- 4. Project Team Leaders: Project Managers (PMs) from both the Owner and Contractor who are accountable for the day-to-day operations of the project and are responsible for leading the partnering effort. They will also be in charge of coordinating project Partnering meeting times, selecting meeting locations and other logistics.
- B. The Goals of Partnering are to:
 - 1. Use early and frequent communication with project stakeholders
 - 2. Develop and maintain a relationship based on shared trust, mutual respect and commitment
 - 3. Identify, quantify, and support attainment of co-created goals
 - 4. Establish strategies for implementing risk management concepts and identify potential project efficiencies
 - 5. Use timely communication and decision-making
 - 6. Resolve potential problems at the lowest possible level to avoid negative impacts on the project

- 7. Hold periodic partnering meetings and workshops throughout the life of the project to maintain the benefits of a partnered relationship
- 8. Establish periodic joint evaluations of the partnering process and attainment of mutual goals

SECTION 3 - PARTNERING IMPLEMENTATION - Level 2 Project

- A. Selecting an Independent Professional Neutral Partnering Facilitator
 - 1. For projects with a budget exceeding \$5M, the <u>Contractor</u> agrees that an Independent Professional Neutral Partnering Facilitator will be retained to facilitate the project Partnering process.
 - 2. (Owner/Owner's Rep), Designer/Architect, and the Contractor Rep will cooperatively select a Certified IPI Partnering Facilitator (or approved equal) that offers the service of a periodic partnering evaluation survey with a 5-point rating scale and agrees to follow IPI's "Partnering Facilitator Standards and Expectations" available at IPI's website.

B. Partnering Initiation

 To initiate the Partnering arrangement, the <u>Project Team</u> will conduct an open discussion prior to the start of the job to select the <u>Facilitator</u>. It is expected that, at the conclusion of the initial discussion, the parties will express a consensus regarding, the <u>Facilitator</u> and, among other things, the respective goals in completing the contract.

Thereafter, the Project Team will continue discussions as necessary and will conduct periodic joint evaluations of performance throughout the life of the contract as outlined below. It is expected that the parties will use the services of the Facilitator not only at the initial partnering workshop, but also to assist in later discussions.

2. In leading the ongoing Partnering effort, Project Team Leaders will schedule the initial partnering workshop. All relevant stakeholders will be expected to attend and participate. It is typical that project partnering sessions may include between 8 and 25 individuals.

Project Team Leaders will also:

- a. Identify the initial suitable workshop site and appropriate meeting duration for the size and complexity of the project.
- b. Agree to other workshop administrative details.
- c. Project Team Leaders will agree to periodic partnering workshops and sessions as outlined in Section 3-part B.

- d. Agree to conduct a project close-out partnering workshop.
- e. Agree to document lessons learned as a condition of final project acceptance.

C. Partnering Charter (Level 2 Project)

In implementing project partnering, the project team will agree to create a "Partnering Charter" that includes the agreed-on mutual goals, the Partnering Follow-up Plan, the Partnering Dispute Resolution Plan, and the signed Team Commitment signature page, explained in detail below:

- Agreed-on mutual goals, which will include the core project goals and may also include project-specific goals and mutually supported individual goals.
 - a. The mandatory core goals are that the Project is constructed (at minimum):
 - i. On time
 - ii. On budget
 - iii. Safely
 - iv. Quality Met
 - b. Optional project-specific goals include win a Partnering Award, excellent communication with local community (zero complaints), effective communication with Media, mitigation of project risks (e.g. environmental requirements met, stakeholder interests understood and managed, etc.).

2. Partnering Evaluation

- a. Establish a monthly Partnering Assessment plan to observe, assess, and target highlighted project goals, which are to be conducted by key stakeholders identified at time of Charter.
- 3. The Partnering Follow-up Plan
 - a. Attendees:

For Level 2 Projects, Partnering will be established in two groups:

- i. Executive Level Sponsors (from Owner, Prime Contractor and key subs) to steer the project and assist with goals.
- ii. Core Team: Project Managers and Superintendents working at the field-level from owner, contractor, design, subs and key thirdparties and stakeholder groups
- b. Frequency of Partnering Sessions:

For Level 2 Partnering, the team will conduct joint Partnering Meetings for (1) full day session before construction start and (2) half

day sessions during construction. Further periodic partnering sessions can also be scheduled as determined necessary by the primary project stakeholders.

4. Partnering Dispute Resolution Plan

The goal of the project Dispute Resolution process is to prevent conflicts from hindering project momentum and causing slowing the project down. It is the <u>Owner's</u> expectation that issues not effectively settled at the Field Level will elevate according to a Dispute Resolution Ladder to be developed as part of the Partnering Charter. The goal is that project momentum can be maintained while a decision is reached by the next layer of Project Management, who can rely on a broader project perspective in decision making. Please refer to the City's established dispute procedure.

SECTION 4 - PARTNERING PAYMENT

A. The (<u>Contractor</u>) agrees to pay 100% of all partnering cost included as part of their lump sum in Line Item 20 "Partnering (EOC Type I)".

End of Specification

APPENDIX R

GHG EMISSIONS COMPLIANCE REPORT TEMPLATE



Greenhouse Gas Emissions Compliance Report

A greenhouse gas emissions compliance report shall be submitted with the final design for all new buildings larger than 1,000 square feet and major renovations of buildings larger than 1,000 square feet which are owned by the City of San Diego or built on land owned by the City of San Diego.

Project Name:
Project Address:
WBS Number:
Design Phase (%):
Estimated Project Cost:
Managing Department:
Project Manager Name and E-mail:
Architect or Engineer of Record Name and E-mail:
Architect or Engineer of Record Organization/Department:
1. Which of the following requirements from Council Policy 900-03, Zero Emissions Municipal Buildings and Operations Policy (ZEMBOP) apply to the project? If not already completed, the Council Policy 900-03: Zero Emissions Municipal Buildings and Operations Policy Applicability Checklist can provide guidance on which policy requirements apply to individual municipal projects.
 Additional Requirements for New Construction of Buildings Over 1,000 SF Additional Requirements for Major Renovations of Buildings Over 1,000 SF
2. Upon project completion, will all space conditioning, hot water heating, and other non-exempt energy-consuming needs in the facility be met with all-electric systems and appliances?
Yes.
No. A Request for Exception from Requirements of CP 900-03, Zero Emissions Municipal Building and Operations Policy has been approved by the Director of the Sustainability and Mobility Department.
3. Upon project completion, will any of the following fossil fuel equipment exist in the building?
☐ Flare required for air quality protection (permitted)
☐ Emergency generator which consumes diesel, natural gas, or another fossil fuel (permitted)
☐ Non-emergency (routine use) generator which consumes a fossil fuel (exemption required)
☐ Water heater (exemption required)
☐ Furnace, boiler, or combination heater/air conditioner (exemption required)
☐ Cooking equipment (exemption required)
☐ Other fossil fuel equipment (exemption required) [please list below]

4. Which zero-carbon or renewable sources will be used to meet 100% of the non-emergency energy needs of the building or the facility?	1
 □ Onsite renewable energy system □ Directly owned off-site renewable energy system □ Power purchase agreement for 100% zero-carbon power □ Zero-carbon or renewable fuel purchase agreement □ 100% zero-carbon electricity rate options offered by San Diego Community Power 	
5. Upon project completion, what will be the estimated annual GHG emissions of the facility? The estimate shall be made in accordance with ASHRAE Standard 105, Section 7 using GHG emissions facultished by the EPA.	tors
6. Which method is being used to demonstrate that the proposed design meets the energy efficiency requirements of Council Policy 900-03, Zero Emissions Municipal Buildings and Operations Policy (ZEMBOP)?	/
• Proposed design yields energy consumption less than or equal to the site EUI target established in ZEMBOP	'n
Proposed design yields energy consumption at least 10% lower than the Standard Design annual time dependent value energy use calculated by the methodology established in the California Code of Regulations, Title 24 Part 6	
An exemption from the energy efficiency requirements has been approved by the Director of the Sustainability and Mobility Department	<u>;</u>
7. What is the design target EUI or Standard Design annual time dependent value energy use?	
8. What is the modeled EUI or annual time dependent value energy use from the design for this facil Attach modeling results to design submittal.	ity?
I certify the above is true and correct, and the project fully complies with the Council Policy 900-03, 2 Emissions Municipal Buildings and Operations Policy (ZEMBOP) or has received authorized exemption	
Architect or Engineer of Record Signature: Date:	

APPENDIX S

DB/EV/EVSE DESIGN AND CONSTRUCTION COORDINATION MATRIX

DB/EV/EVSE DESIGN AND CONSTRUCTION COORDINATION MATRIX

DESIGN-BUILD + THIRD PARTY PV/BESS/MICROGRID + EVSE INSTALLATION

This document outlines the City of San Diego's general expectations for collaboration and communication between the City's Design-Builder, PPA/BESS/Microgrid vendor, and EVSE vendor through collaborative design and phased construction.

This matrix should be considered a template that will need to be adjusted for each project depending scope of work and City/vendor preferences. Many assignments and schedule considerations can be established in the kick off meeting.

Approximate timelines (% design completion) referenced below refer to the facility (work being performed by the design-builder) rather than the renewable energy system.

Refer to RFP section 6.7.14 Zero Emissions Municipal Buildings & Operations Policy (ZEMBOP) Implementation for more detailed requirements associated with each task below.

Task		Responsible Party	Approximate Timeline	Apporximate Duration	
1	Participate in the project Partnering and project Kick-Off meetings to discuss project intent, scope, schedule, budget, roles, responsibilities, etc.	All	at project start	1 day	
2	Determine rough details for PV system including locations (rooftop and/or parking lot), which loads will be served (building and/or EVSE), ownership structures, and implications for design and parking lot construction.	All	prior to 30% design	TBD	
3	Develop facility electrical line drawing and provide to PV/BESS/MG vendor and EVSE vendor	Design-Builder	30% design	TBD	
4	Develop preliminary PV/BESS/MG design and provide to Design-Builder and EVSE vendor	PV/BESS/MG Vendor	post 30% design	TBD	
5	Develop preliminary EVSE design and provide to Design-Builder and PV/BESS/MG vendor	EVSE Vendor	post 30% design	TBD	
6	Develop Title 24, Part 6 compliance documentation including annual energy budget and EUI and provide to PV/BESS/MG vendor and EVSE vendor, along with 60% design plans	Design-Builder	60% design	TBD	
7	Develop final facility design and provide to PV/BESS/MG vendor and EVSE vendor	Design-Builder	90% design	TBD	
8	Develop final PV/BESS/MG design and provide to Design-Builder and EVSE vendor	PV/BESS/MG Vendor	post 90% design	TBD	
9	Develop final EVSE design and provide to Design-Builder and PV/BESS/MG vendor	EVSE Vendor	post 90% design	TBD	
10	Develop GHG Emissions Compliance Report and submit to City Sustainability & Mobility Department	Design-Builder	final design	TBD	
11	Develop and submit permit application including plan set for facility, annoted for PV/BESS/MG and/or EVSE design details as a deferred submittal	Design-Builder	final design	TBD	
12	Develop and submit deferred submittals permit application for PV/BESS/MG systems	PV/BESS/MG Vendor	final design	TBD	
13	Develop and submit deferred submittals permit application for EVSE system	EVSE Vendor	final design	TBD	
14	Participate in construction kick-off meeting to discuss intent, schedule, roles, responsibilities, etc.	All	at start of construction	1 day	

	Complete construction through substantial completion and secure DSD inspection; release job site to PV/BESS/MG vendor for system build out and City inspection	Design-Builder	substantial completion of facility construction	TBD
16	Complete PV/BESS/MG system build out and secure DSD inspection; release job site back to Design Bulider	PV/BESS/MG Vendor	after substantial completion of facility construction	TBD
17	Design Builder releases site to EVSE vendor	Design-Builder	after completion of PV/BESS/MG	TBD
118	Complete EVSE system build out and secure DSD inspection; release job site back to Design Builder	EVSE Vendor	after completion of EVSE system construction	TBD
19	Final DSD inspection and acceptance. Building occupancy received.	City	after all construction is complete	TBD
20	Finalize interconnection of PV/BESS/MG and EVSE by SDGE	PV/BESS/MG Vendor	concurrent with or after occupancy	TBD

ATTACHMENT F

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE (CARB)

ATTACHMENT F

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

The California Air Resources Board (CARB) approved amendments to the Off-Road Regulations which can be found at 13 California Code of Regulations (CCR) sections 2449, 2449.1, and 2449.2. These amendments apply to any person, business, or government agency who owns or operates within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road. See 13 CCR section 2449 (b) for the full list of vehicles covered by these Off-Road Regulations.

Beginning **January 1, 2024**, Contractor shall be subject to the requirements below. No Contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall comply with the following requirements:

- (1) For a project involving the use of vehicles subject to the Off-Road Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR section 2449(n), for the fleet selected for this Contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet and provide copies of such Certificates of Reported Compliance to the City within 10 days of issuance of the Notice of Intent to Award letter. Contractor shall enter into a contract with a fleet for which it does not have a valid Certificates of Reported Compliance for the fleet and its listed subcontractors. City shall not enter into a contract with Contractor until all current Certificates of Reported Compliance for the fleet to be used on this Project are provided by Contractor.
- (2) The Certificates of Reported Compliance received by Contractor for this Project must be retained by Contractor for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request. Additionally, upon request by City, these records must be produced to City within five business days of the request.
- (3) For emergency contracts that meet the definition of "emergency operations" as defined in 13 CCR section 2449(c)(18), they are exempt from the requirements in 13 CCR section 2449(i)(1)-(3) and sections (1) and (2) above, but must still retain records verifying vehicles subject to the regulation that are operating on the "emergency operations" project are actually being operated on the project for "emergency operations" only. These records, as described in more detail below in section (B) must be retained by Contractor for three years after completion of the Project and upon request from either CARB or the City, Contractor shall provide those records to the requesting party within five business days. All other emergency contracts that do not meet the definition of "emergency operations" must comply with the requirements above and 13 CCR section 2449(i)(1) (3).

- A. "Emergency Operations" is defined as:
 - 1. Any activity for a project conducted during emergency, life threatening situations, where a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or an essential public service; or in conjunction with any officially declared disaster or state of emergency, as declared by an authorized health officer, agricultural commissioner, fire protection officer, or other authorized health officer;
 - 2. Any activity for a project conducted by essential service utilities to provide electricity, natural gas, telephone, water, or sewer during periods of service outages and emergency; or
 - 3. Operations including_repairing or preventing damage to roads, buildings, terrain, and infrastructure as a result of an earthquake, flood, storm, fire, other infrequent act of nature, or terrorism. Routine maintenance or construction to prevent public health risks does not constitute emergency operations under the Off-Road Regulations.
- B. The records retained by Contractor for "emergency operations" projects must include:
 - 1. A description of the emergency;
 - 2. The address or a description of the specific location of the emergency;
 - 3. The dates on which the emergency operations were performed; and
 - 4. An attestation by the fleet that the vehicles are operated on the Project for "emergency operations" only.

Beginning **January 1, 2024**, Contractor is also subject to the requirements described in 13 CCR section 2449(j).

- (1) Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in 13 CCR section 2449(n), from all fleets that have an ongoing contract with Contractor as of March 1 of that year. Contractors shall not write contracts to evade this requirement.
- (2) Contractor shall only allow fleets with valid Certificates of Reported Compliance on the Contractor's job sites.
- (3) If Contractor discovers that any fleet intending to operate vehicles subject to this regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in 13 CCR section 2449(n), or if Contractor observes any noncompliant vehicles subject to the regulation on Contractor's job site, then Contractor must report the that to CARB at https://calepacomplaints.secure.force.com/complaints/Complaint, or email dieselcomplaints@arb.ca.gov, for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle, as applicable, within five business days of such discovery. See 13 CCR 2449(n) for the information required to be disclosed to CARB when reporting non-compliance.

- (4) Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for Contractor.
- (5) Contractor shall prominently display signage for any project where vehicles subject to this Off-Road Regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:
 - (A) Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets)."

(B) "In-Use Off-Road Regulation Requirements

<u>Idling Limit</u>: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

<u>Labeling</u>: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.

The EIN shall be located in clear view on both sides of the outside of the vehicle."

ATTACHMENT G

EVALUATION AND SELECTION CRITERIA

ATTACHMENT G

EVALUATION AND SELECTION CRITERIA

Proposals will be ranked according to the criteria described below:

1. Proposer Exceptions to this RFP - Pass / Fail

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

2. Summary of Proposal (5 Points Max)

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

3. Project Team (5 Points Max)

- 3.1. Describe the proposed management plan for this Project. Describe the qualifications of key proposed construction and technical personnel, and subcontractors, from applicable fields including the following:
 - 3.1.1. Civil
 - 3.1.2. Architectural (to include an FF&E/Interior Design Specialist)
 - 3.1.3. Structural
 - 3.1.4. Mechanical
 - 3.1.5. Electrical
 - 3.1.6. Data & Communications
 - 3.1.7. Instrumentation and Controls
 - 3.1.8. Environmental
 - 3.1.9. Geotechnical
 - 3.1.10. Corrosion

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 (0-2 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 (0-2 points): LEED Silver is a minimum requirement; therefore, 1 point will be awarded if LEED Gold is proposed & feasible, and 1 additional point if LEED Platinum is proposed & feasible.
- 4.1.6. Site Layout (0-3 points): Site layout of all improvements shall give special consideration to the following: Integration into existing circulation (both pedestrian and vehicular), as well as landscape integration with building design.
- 4.1.7. Proposed Design Schedule: Outline the proposed design schedule, including sequencing of each major design component and proposed durations.

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 operation of facility during construction
 - 5.1.3. Plan for phasing of construction activities
 - 5.1.4. General plan for functional testing and start-up.
 - 5.1.5. Proposed safety program
 - 5.1.6. Proposed emergency response plan
 - 5.1.7. Proposed construction schedule
 - 5.1.8. Traffic Control Management
 - 5.1.9. 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.

	ОИТСОМЕ	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		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 Builder's Technical Proposals, the design builders' renderings will be displayed for public votes. Written public comments will be collected during the two-week display of renderings at the project web site. For purposes of public review, the display renderings 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 public votes will be on a weighted average basis:
 - 7.2.1. (Votes received/total overall votes) x 25 = Points Earned

8. Presentation and Interview (10 Points Max)

8.1. 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 \$25,850,000. 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 **Fire Station 48 – Black Mountain Ranch**, 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.

ltem 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 (2.1)	1	D	LS		\$
3	541330	Engineering and Design Services (2.2 & 2.3)	1	D	LS		\$
4	237110	Water Main Relocation	1		LS		\$
5	236220	Site Grading & Pad Preparation	1		LS		\$
6	236220	Fire Station & Site Improvements	1		LS		\$
7	236220	Plan Checking and Permit Fees (EOCP Type	1		AL		\$300,000
8	236220	Furnishings, Fixtures, and Equipment (FF&E) (EOC Type I)	1		AL		\$350,000
9		City Contingency (EOC Type II)	1		AL		\$700,000
10	541330	SWPPP Development	1	D	LS		\$
11	237310	SWPPP Implementation	1		LS		\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
12	541330	SWPPP Permit Fee (EOC Type I)	1		AL		\$5,000
13	541370	Survey Services	1		LS		\$
14	561730	Revegetation Installation	1		LS		\$
15	561730	90 Day Plant Establishment Period	1		LS		\$
16	541330	25-Month Revegetation Long-Term Maintenance and Monitoring Agreement	1		LS		\$
17	541330	Contingency for 25 Month Revegetation Maintenance - (EOCP Type II)	1		AL		\$75,000
18	541690	Paleontological Monitoring Program	1		LS		\$
19	541330	Biological Monitoring and Reporting	1		LS		\$
20	236220	Partnering	1		LS		\$
TOTAL DESIGN-BUILD BASE PROPOSAL (ITEMS NO 1 THROUGH 20 INCLUSIVE):					\$25,850,000		

* Design Element (For City Use)

Price Proposal Forms

Total Price for Design-Build Proposal, (items 1 through 20, 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 copartnership, state true name of firm, also names of all individual co-partners composing firm; if Design-Builder or other interested person is an individual, state first and last names in full.

NOTES:

- A. The Contract Price to be used in the selection process as described in Attachment G of the RFP will be determined by the base proposal alone.
- B. After the selected Design-Builder has been determined, the City may, at its sole discretion, award the contract for the Base Proposal alone-
- C. Proposals shall not contain any recapitulation of the Work. Conditional Proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- D. Subcontractors' License Numbers must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.
- E. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal non-responsive and ineligible for award.
- F. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- G. All extensions of the unit prices bid will be subject to verification by the City. In the case of conflict between the Product of the Quantity x Unit Price and the written Extension, the Product shall govern.
- H. In the case of conflict, between the sum of the Extensions and the Bid Total, the sum of the Extensions shall govern.

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 ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name:								
Address:								
City:								
State:								
Zip:								
Phone:								
Email:								
Name:								
Address:								
City:								
State:								
Zip:								
Phone:								
Email:								
As appropriate, Design-Builder shal	l identify Subcontractor	as one of the following	g and shall include a valid	proof of certifica	tion (except for OBE, SL	BE and ELBE):	I	
Certified Minority Business Enterprise		MBI		d Woman Busine			WBE	
Certified Disadvantaged Business Enterprise		DBE			an Business Enterprise		DVBE	
Other Business Enterprise		OBE		Certified Emerging Local Business Enterprise			ELBE	
Certified Small Local Business Enterprise		SLB		Small Disadvantaged Business			SDB	
Woman-Owned Small Business		Wos		ne Business			HUBZone	
Service-Disabled Veteran Owned Small Busines			/OSB					
② As appropriate, Design-Builder shal	l indicate if Subcontract							
City of San Diego		CITY			rtment of Transportatio		CALTRANS SRMSDC	
California Public Utilities Commission		CPL	JC San Die	San Diego Regional Minority Supplier Diversity Council				

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

City of Los Angeles

U.S. Small Business Administration

CADoGS

Form AA05 - Design-Build List of Subcontractors

State of California

State of California's Department of General Services

LA

SBA

MRE WRE DRE

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST **TO BE INCLUDED WITHTHE 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⊕	WHERE CERTIFIED®
Name:							
Address:							
City: State:							
Zip: Phone:							
Email:							
Name:							
Address:							
City: State:							
Zip: Phone:							
Email:							

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 Rusiness	SDVOSB		

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.

Form AA25 - Design-Build Named Equipment Supplier List

ATTACHMENT I

DESIGN-BUILD AGREEMENT

DESIGN-BUILD AGREEMENT

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-24-2206-DB2-3 for FIRE STATION NO. 48 BLACK MOUNTAIN RANCH, 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 Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- F. 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. <u>Contract Performance</u>. 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.

SignNow e-signature ID: 7397cbe5b7...

- 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.
- Contract Documents. This Contract incorporates the 2021 Edition of the Standard D. Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2021 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 auth	orizing such execution.
THE CITY OF SAN DIEGO	APPROVED AS TO FORM
	Heather Ferbert, City Attorney
By CAGINCA	By Christinal Rap
Print Name: <u>Claudia C. Abarca</u> Director Purchasing & Contracting Department	Print Name: Christina L. Rae Deputy City Attorney
Date:_January 8, 2025	Date: 19 2025
contractor Paul Moran	
ByS Verified by signNew 11/22/2024 17:09:10 UTC 0800609aeef544479ta1	
Print Name: Paul Moran	
Fitle:President	
Date:	
City of San Diego License No.: <u>B2013056480</u>	e
State Contractor's License No.: 967797	



Bond No. 9463489 Premium: \$174,021.00

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Level 10 Construction	,	а	corporation,	as	principal,	and
Zurich American Insurance Company	,		corporation			
business in the State of California, as Surety, hereby obligate the	m	selv	es, their succ	esso	rs and assig	gns,
jointly and severally, to The City of San Diego a municipal cor	ро	rat	ion in the sur	n of	Twenty Fi	ve
Million Eight Hundred Fifty Thousand Dollars and Zero	Cei	nts	(\$25,850,000) foi	the faith	ful
performance of the annexed contract, and in the sum of $\underline{\text{Twer}}$	nty	Fiv	ve Million Eig	ht H	lundred Fi	fty
Thousand Dollars and Zero Cents (\$25,850,000) for the b	oer	nefi	t of laborers	and	materialm	ien
designated below.						

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of 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.

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

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

THE CITY OF SAN DIEGO	APPROVED AS TO FORM
	Heather Ferbert, City Attorney
By: Agua	By: Christina & Race
Print Name: Claudia C. Abarca Director	Print Name: Deputy City Attorney
Purchasing & Contracting Department Date: January 8, 2025	Date: 192025
CONTRACTOR Level 10 Construction	SURETY Zurich American Insurance Company
By: PARTHER, MIR PRESIDENT	By: Attorney-In-Fact
Print Name: MICHAEL CONROY	Print Name: Lawrence F. McMahon, Attorney-in-Fact
Date: Nov. 27, 2024	Date: November 27, 2024
	525 Market St., Suite 900, San Francisco, CA 94105
	Local Address of Surety
	415-590-1138
	Local Phone Number of Surety
	\$174,024.00
	Premium
	9463489
	Bond Number
σ .	Bond Number

ELECTRONICALLY SUBMITTED FORMS

FAILURE TO FULLY <u>COMPLETE</u> AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR PROPOSAL NON-RESPONSIVE.

PLANETBIDS WILL NOT ALLOW FOR PROPOSAL SUBMISSIONS WITHOUT THE ATTACHMENT OF THESE FORMS

The following forms are to be completed by the proposer and submitted (uploaded) electronically with the bid in PlanetBids.

- A. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
- **B. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- C. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR
- D. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
- E. DESIGN-BUILD PROPOSAL
- F. DESIGN-BUILDER'S GENERAL INFORMATION

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 con disc stat	undersigned on per riminated agai	certifies that within nding action in a nst its employees, s on of that complain	legal administra subcontractors, ve	rs the Bidder ative proceed endors or supp	has been the subject of ing alleging that Biddo bliers. A description of th taken and the applicab
ATE OF	Location	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

USE ADDITIONAL FORMS AS NECESSARY

Name

Signature

Title Sr. Vice President/CFO

Date August 5, 2024

Certified By

BIDDER/PROPOSER INFORMATION

L	egal Name		DBA		
Level 10 Construction, LP		Level 10 Construction, LP			
Street Address	City	State Zip			
12626 High Bluff Drive, Ste .250, San Diego		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
John Bunje	Project Executive
City and State of Residence	Employer (if different than Bidder/Proposer)
Poway, 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, Sr. VP/CFO	Jul In	August 5, 2024
Print Name, Title	Signature	Date

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Level 10 Construction, LP		Level 10 Construction, LP	
Street Address	City	State	Zip
12626 High Bluff Drive, Ste .250, San Diego		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 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.

- 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	
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		

Name	Title/Position
Stephen Shores	Project Manager
City and State of Residence	Employer (if different than Bidder/Proposer)
Encinitas, CA	
Interest in the transaction	
Project Manager 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, Sr. VP/CFO	Jul In	August 5, 2024
Print Name, Title	Signature	Date

^{*} The precise nature of the interest includes:

^{**} Directly or indirectly involved means pursuing the transaction by:

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Level 10 Construction, LP		Level 10 Construction, LP	
Street Address	City	State	Zip
12626 High Bluff Drive, Ste .250, San Diego		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
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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
Patrick Schroeder	Superintendent
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	
Interest in the transaction	
Superintendent on this project	

Name	Title/Position
Nick Verdis	Estimator
City and State of Residence	Employer (if different than Bidder/Proposer)
Vista, CA	
Interest in the transaction	
Estimator 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, Sr. VP/CFO	Had The	August 5, 2024
Print Name, Title	Signature	Date

BIDDER/PROPOSER INFORMATION

Legal Name			DBA
COAR Design Group			
Street Address	City	State	Zip
9640 Granite Ridge Dr	ive, Suite 130, San Diego	CA	92123
Contact Person, Title		Phone	Fax
Jeff Katz, President		(619) 504-0984	

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	
Jeff Katz	President	
City and State of Residence	Employer (if different than Bidder/Proposer)	
San Diego, CA		
Interest in the transaction		
Proposed Principal-in-Charge		

Name	Title/Position	
Christie Jewett	Principal	
City and State of Residence	Employer (if different than Bidder/Proposer)	
San Diego, CA		
Interest in the transaction		
Proposed Design Principal		

* 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 terminațion.

Jeff Katz, President	CETTANZ.	August 6, 2024
Print Name, Title	Signature	Date

BIDDER/PROPOSER INFORMATION

Legal Name			DBA
COAR Design Group			
Street Address	City	State	Zip
9640 Granite Ridge Drive, Suite 130, San Diego		CA 92123	
Contact Person, Title		Phone	Fax
Jeff Katz, President		(619) 504-0984	

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	
Matt Kingdon	Principal	
City and State of Residence	Employer (if different than Bidder/Proposer)	
San Diego, CA		
Interest in the transaction		
Proposed QA/QC Principal		

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 terminaţion.

Jeff Katz, President	CAPPARZ.	August 6, 2024	
Print Name, Title	Signature	Date	

BIDDER/PROPOSER INFORMATION

Legal Name McParlane & Associates, Inc.		DBA N/A	
4830 Viewridge Ave, Ste, A San Diego		CA	92123
Contact Person, Title		Phone	Fax
Doug Isaaks, PE, Principal		(858) 277-9721	(858) 277-9760

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	
Doug Isaaks, PE	Principal/Prinicpal-in-Charge	
City and State of Residence	Employer (if different than Bidder/Proposer)	
San Diego, CA	Same as above	
Interest in the transaction		
Principal/Principal-in-Charge for the Mechanical an	d Plumbing Engineering Team	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
erest 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.

Doug Isaaks, PE, Principal	The l	March 5, 2024	
Print Name, Title	Signature	Date	

BIDDER/PROPOSER INFORMATION

Legal Name			DBA
ELEN Consulting, In	C.	CANNOT CHARLES AND THE CANONIC CONTROL OF THE	CASE MANAGEMENT SERVICE SAME PROCESSOR AND SERVICE SERVICES.
Street Address	City	State	Zip
9150 Chesapeake Dr., Ste. 220, San Diego		CA	92123
Contact Person, Title		Phone	Fax
Anton Nathanson, CEO		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.
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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
Anton Nathanson	CEO/Electrical Engineer
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	1 7 1
Interest in the transaction	

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.

Anton Nathanson, CEO	A Nathanga	07/19/2024
Print Name, Title	Signature	Date

BIDDER/PROPOSER INFORMATION

Legal N	lame		DBA
Degenkolb	Engineers		
Street Address	City	State	Zip
225 Broadway, Suite 1325	San Diego	California	92101
Contact Person, Title		Phone	Fax
Peter Maloney, Associate Prin	cipal	619-814-7005	

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

Name	Title/Position
Peter Maloney	Associate Principal
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	
Interest in the transaction	

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

* Use Additional Pages if Necessary *

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Peter Maloney, Associate Principal	Kot Maky	03/05/2024	
Print Name, Title	Signature	Date	

Name of Shareholder	Ownership
Michael Braund	1.85%
Jeremy Callister	0.93%
Chad Closs	0.75%
Alvaro Celestino	0.62%
Peter Maloney	0.43%
Jose Brambila	0.25%
Alex Motzny	0.19%
Octavio Cortes-Macouzet	0.09%
Hannah Johnson	0.09%
Lindsey Kuster	0.02%
Jeffrey Lee	0.02%
Valentina Couse-Baker	0.01%
Pascal Conte	0.01%
Megan Schroeder	0.01%
Austin Shkiban	0.01%
Ramez Barakat	0.01%
Juan Yescas	0.01%
Aliana Sonza	0.01%
	ž.

BIDDER/PROPOSER INFORMATION

Le	gal Name		DBA
PRINCE CO	NSULTING		
Street Address	City	State	Zip
4998 CORTE PLAYA	PALMERA, SAN DIEGO	CA	92124
Contact Person, Title		Phone	Fax
JOHN PRINCE, VICE	PRESIDENT	619-787-5566	

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

Name	Title/Position
JOHN PRINCE	VICE PRESIDENT
City and State of Residence	Employer (if different than Bidder/Proposer)
SAN DIEGO, CA	
Interest in the transaction	
49%	

Name	Title/Position
JESSICA PRINCE	PRESIDENT
City and State of Residence	Employer (if different than Bidder/Proposer)
SAN DIEGO, CA	
Interest in the transaction	
51%	

* Use Additional Pages if Necessary *

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JOHN PRINCE, VP	_ Quellell_	3/6/24	
Print Name, Title	Signature	Date	

BIDDER/PROPOSER INFORMATION

Legal Name			DBA
Drew George	& Partners, Inc.	AND CONTROL STATE CONTROL STATE OF THE PROPERTY OF THE STATE OF THE ST	all parkers a surviver a surviver and a surviver construction of the surviver and a surviver and
Street Address	City	State	Zip
575 Madisor	Ave SW, Bandon	Oregon	97411
Contact Person, T	itle	Phone	Fax
Drew George	e, CEO	(619) 818-3739	

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

Name	Title/Position
Drew George	CEO
City and State of Residence	Employer (if different than Bidder/Proposer)
Bandon, Oregon	Drew George & Partners, Inc.
Interest in the transaction	
100% ownership of Dre	w George & Partners, Inc.

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

* Use Additional Pages if Necessary *

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Drew George, CEO	Du ferro	7/23/2024
Print Name, Title	Signature	Date

BIDDER/PROPOSER INFORMATION

Lega	Name		DBA
PARTERRE	CONTROL CONTRO		
Street Address	City	State	Zip
1221 HAYES AVENUE	SAN DIEGO	CALIFORNIA	92103
Contact Person, Title		Phone	Fax
LILI OCONNOR, OWNER/	PRINCIPAL	619 993-4250	NA

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
LILI OCONNOR	OWNER/PRINCIPAL
City and State of Residence	Employer (if different than Bidder/Proposer)
SAN DIEGO, CALIFORNIA	
Interest in the transaction	
100 PERCENTAGE OWNERSHIP INTEREST IN I	PARTERRE

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

* Use Additional Pages if Necessary *

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LILI OCONNOR, OWNER/PRINCIPAL	Illi OGnnon	JULY 22, 2024	
Print Name, Title	Signature	Date	

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, Presid	lent	858-292-7575 x 414	N/A

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
Danny J. Barnett	President
City and State of Residence Poway, CA	Employer (if different than Bidder/Proposer)
Interest in the transaction	
51%	

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

* Use Additional Pages if Necessary *

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Danny J. Barnett, President		9/9/2024
Print Name, Title	Signature	Date

BIDDER/PROPOSER INFORMATION

Legal	Name		DBA
Habitat Restoration Scien	ces, Inc.		
Street Address	City	State	Zip
1217 Distribution Way, V	ista	Calfornia	92081
Contact Person, Title		Phone	Fax
Eliud Lopez, Project	Manager	760 415-4997	760 479 - 4190

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	
Joe Monaco	President/CEO	
City and State of Residence	Employer (if different than Bidder/Proposer	
Encinitas, CA	Dudek	
Interest in the transaction		
0%		

Name	Title/Position
Helder Guimaraes	CFO
City and State of Residence	Employer (if different than Bidder/Proposer)
	Dudek
Interest in the transaction	
0%	The state of the s

* Use Additional Pages if Necessary *

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Joe Monaco, President/CEO	MMm	9/9/2024	
Print Name, Title	Signature	Date	

BIDDER/PROPOSER INFORMATION

Legal	Name		DBA
Habitat Restoration Scien	ces, Inc.	HAMANIAN WARE CONTROL OF THE PROPERTY OF THE P	TO THE OWNER OF THE PARTY OF TH
Street Address	City	State	Zip
1217 Distribution Way, V	ista	Calfornia	92081
Contact Person, Title		Phone	Fax
Eliud Lopez, Project Manager		760 415-4997	760 479 - 4190

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
Eliud Lopez	Project Manager
City and State of Residence	Employer (if different than Bidder/Proposer
Vista, CA	
Interest in the transaction	
0%	

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

* Use Additional Pages if Necessary *

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Joe Monaco, President/CEO	Mm	9/9/2024
Print Name, Title	Signature	Date

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
Paul Moran	President
James F. Evans	Sr. Vice President/CFO
Mike Conroy	Vice President of 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

If there are any exceptions to this certification, insert the exceptions in the following space.

Signature

• 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.

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, LP

Certified By James F. Evans Title Sr. Vice President/CFO

Date September 10, 2024

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.

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	e indicate if principal owner is serving	g in the capac	ity of subcontracto	r, supplier, and/or	manufacturer:
X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER
	NAME			TITLI	
Dai	niel R. Fitzgerald		CEO, Pacific	Southwest Structur	es
X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER
	NAME			TITLI	
Ма	rk David Brown		President, St	ruc Steel, Inc.	
X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER
	NAME			TITLI	
Jan	nes Matthew Moore		President/CE	O, Core Contracting	
X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER
	NAME			TITLI	
Ма	rio de Jesus Orozco Magallanes		Owner, Maso	onry Mavens, Inc.	
Contr	actor Name: <u>Level 10 Constru</u>	uction, LP			
Certifi	ied By James F. Evans	5		TitleSr. V	ice President/CFO
	gaf :	Name		Date Se p	otember 10, 2024
	U .	Signature	9		

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.

Pleas	e indicate if principal owner is servi	ng in the capacity o	f subcontract	or, supplier, and/or	manufacturer:
Χ	SUBCONTRACTOR	SI	JPPLIER		MANUFACTURER
	NAME			TITI	.E
Eva	an Serpanos		Owner, A O	S Inc dba Superior I	Roofing
Χ	SUBCONTRACTOR	SI	JPPLIER		MANUFACTURER
	NAME			TITL	.E
На	yley Piro		President, C	Centerline Commerc	ial Assemblies
Χ	SUBCONTRACTOR	SI	JPPLIER		MANUFACTURER
	NAME			TITI	.E
Dav	vid Wayne Vincent		Owner, Prima	ary Glazing	
Dav	wn Kala Vincent		Owner, Prima	ary Glazing	
X	SUBCONTRACTOR	SI	JPPLIER		MANUFACTURER
	NAME			TITI	
	nes Spooner, Thomas Spooner, & V	·	Officers, Spooner's Woodworks Inc		
	ristopher Spooner, & Stephen Spoo		RMEs, Spooner's Woodworks Inc		
Ro	semari Spooner, John Vanderveen,	& Timothy Spooner	Officers, Spooner's Woodworks Inc		
Contr	ractor Name: Level 10 Const	ruction, I P			
Contr	actor Name: <u>Level 10 correc</u>	raction, Er			
Certif	ied By James F. Eva	ns		TitleSr. `	Vice President/CFO
	gad	Name		Date <u>Se</u>	ptember 10, 2024
	-	Signature			

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	e indicate if principal owner is servin	g in the capac	ity of subcontract	or, supplier, and/or	r manufacturer:	
X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
	NAME			TITI	LE	
Cas	ey Ligrano		Owner, Calif		dba San Diego Paint Pros	
X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
	NAME			TITI	LE	
Ros	s Murray		President, S	D SYS Inc. dba Supe	erior Door Systems	
X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
	NAME			TITI	LE	
Rick	ky Lee Marshall		Owner, Brad	dy West Inc.		
Gre	gory Michael Ilstrup		RME, Brady			
Brid	ce Alan Neiman		CEO/Preside	ent, Brady West Inc.		
	tt Anthony Ehlers		Officer, Brad			
	ole Lynn Yost		Officer, Brad	Officer, Brady West Inc.		
Χ	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
	NAME			TITI	LE	
Micl	nael James Barrack		President, Ba	arrack-Nickols Cont	racting	
Ade	le Marie Barrac		Officer, Barra	Officer, Barrack-Nickols Contracting		
Contr	actor Name: Level 10 Constr	uction, LP				
Certif	ied By James F. Evan	S		Title Sr.	Vice President/CFO	
	gad	Name		Date S e	ptember 10, 2024	
	U.	Signature	2			

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)

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Please	e indicate if principal owner is se	rving in the capacity o	f subcontracto	r, supplier, and/o	or manufacturer :
X	SUBCONTRACTOR	☐ SU	JPPLIER		MANUFACTURER
	NAME			TIT	TLE
Laui	ra Geist		President, Me		· - -
Ant	hony Robert Geist		RMO, Mech C	One, Inc.	
X	SUBCONTRACTOR	☐ SI	JPPLIER		MANUFACTURER
	NAME			TIT	TLE
Ronal	d Wood, Steve Buhr, Alan Mash	burn, Carl Zirkus, & Jus	tin Knippel	Offic	ers, Bergelectric
Willi	iam Wingerning & Edward Billig		Presidents/CE	Os, Bergelectric	-
Tom	my Badillo		RME, Bergeled	tric	
Han	s Erickson		RMO, Bergele	ctric	
X	SUBCONTRACTOR	☐ SI	JPPLIER		MANUFACTURER
	NAME				TLE
The	odore Baker		President & C	EO, Baker Electric	2
Dav	id Durant		RME, Baker El	lectric	
Patr	rick Gleeson		RME, Baker El	lectric	
Bria	an Miliate		Officer, Baker	r Electric	
X	SUBCONTRACTOR	☐ SI	JPPLIER		MANUFACTURER
	NAME			TIT	TLE
Ryar	n Rethmeier		President, We	stern Pump	
Janio	ce Cecelia Rethmeier		Officer, Western Pump		
Micl	hael Mizicko		RME, Western Pump		
Dere	ek Scott Rethmeier		RMO, Westerr	n Pump	
Contra	actor Name: Level 10 Con	struction, LP			
Certifi	ed By James F. Ev	ans ans		TitleSr.	Vice President/CFO
	gag	Name		DateS	eptember 10, 2024
		Signature			

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	e indicate if principal owner is serving	in the capac	city of subcontrac	tor, supplier, and/or	r manufacturer:	
X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
	NAME			TITI	LE	
Gler	n Bullock		Owner, Dic	k Miller, Inc.		
X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
	NAME			TITI	LE	
Abn	er Dominguez		Owner, Ter	ra Group Landscape	LLC	
X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
	NAME			TITI	LE	
Stils	on Kent Scott		Owner, Sco	ott Fence		
X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
	NAME			TITI		
Jose	ph Monaco			& CEO, Habitat Restor		
	n Disabatino			RMO, Habitat Restoration Sciences, Inc.		
	thia Thompson			Officer, Habitat Restoration Sciences, Inc.		
Helo	der Guimaraes		Officer, Ha	bitat Restoration Scie	ences, Inc.	
Contra	actor Name: Level 10 Constru	ıction, LP				
Certifi	ed By James F. Evans			Title Sr.	Vice President/CFO	
	gut a	Name		Date S e	ptember 10, 2024	
					,	
		Signatur	e			

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	e indicate if principal owner is serving	in the capac	ity of subcontracto	or, supplier, and/or	manufacturer:	
X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
	NAME			TITL	E	
Dan	Barnett		Principal, NO	VA Services, Inc.		
X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
	NAME			TITL	E	
Jess	sica Prince		President, Pr	rince Consulting		
	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
	NAME			TITL	E	
	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
	NAME			TITLE		
Contra	actor Name: Level 10 Constru	ıction, LP				
Certifi	ed By James F. Evans			TitleSr. \	/ice President/CFO	
	gad ;	Name		Date Ser	otember 10, 2024	
	0.	Signatur	e			

DESIGN-BUILD PROPOSAL

- The undersigned The Design-Builder proposes and agrees, if this Proposal is accepted, to enter into an agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled FIRE STATION NO. 48 – BLACK MOUNTAIN RANCH 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:	August 5, 2024		
The De	esign-Builder: Level 10 Construction, LP		
Ву:	and En		
,	(Signature)		
Title:	James F. Evans, Sr. Vice President/CFO		

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.

Caltrans funded contracts or Tasks, the Project shall be constructed in accordance with the Caltrans Special Provisions (including the payment of not less than the minimum wages set forth therein) and the Contract annexed hereto and in accordance with the Caltrans Standard Specifications dated May 2006, Standard Plans dated May 2006, Traffic Signal Control Equipment Specifications dated January, 1989, Labor Surcharge and Equipment Rental Rates in effect on the date the Work is accomplished, and General Prevailing Wage Rates of the State of California, Department of Transportation.

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				
	ARTNERSHIP, SIGN HERE:				
(1)	Name under which business is conducted Level 10 Construction, LP				
(2)	Name of each member of partnership, indicate character of each partner, general or special (limited):				
	Level 10 Management Inc. (General), Level 10 In	vestments (Limited), Paul Moran (Limited),			
	James F. Evans (Limited), Douglas Collins (Limited), Casey Wend (Limited),				
(3)	Kevin Englund (Limited), Leigh Askew (Limited) 3) Signature (Note: Signature must be made by a general partner)				
	Full Name and Character of partner General Partner - Level 10 Management Inc.				
(4)	Place of Business (Street & Number)1050 Enterprise Way, Suite 250				
		Zip Code94089			
(6)	Telephone No. <u>408-747-5000</u>				
(7)	Email Address jevans@level10gc.com				
IF A CO	RPORATION, 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 B	usiness (Street & Number)				
(5) City and S	tate	Zip Code			
(6) Telephon	∍ No	Facsimile No			
(7) Email Add	ress				
THE FOLLOWING	SECTIONS MUST BE FILLED IN	BY ALL PROPOSERS:			
In accordance will license for the fol	th the "Request for Proposal", to owing classification(s) to perform	the proposer holds a California State Contractor's n the work described in these specifications:			
LICENSE CLASSIFI	CATION CA Contractors License	Type B - General Building			
LICENSE NO. 96	7797 EXP	IRES11/30/2025			
DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER:1000002788					
license classificati	ication must also be shown on the proposal envelope may	he front of the proposal envelope. Failure to show y cause return of the proposal unopened.			
E-Mail Address:	jevans@level10gc.com				
THIS PROPOSAL I	MUST BE NOTARIZED BELOW:				
l certify, under p Contractor's licens	penalty of perjury, that the repeated and exp	presentations made herein regarding my State piration date are true and correct.			
Signature	& Tum	Title Sr. Vice President/CFO			
SUBSCRIBED AND	SWORN TO BEFORE ME, THIS	DAY OF			
Notary Public in a	nd for the County of	, State of			
(NOTARIAL SEAL)	_	SEE ATTACHED CERTIFICATE			

18:18:18:18:18:18:18:18:18:18:18:18:18:1					
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 Clared }					
on July 30, 2024 before me, KRYSTAI CARISON, notary publi					
Date Here Insert Name and Title of the O					
	Name(s) of Signer(s)				
	Nume(s) of Signer(s)				
to the within instrument and acknowledged to me that authorized capacity(ies), and that by his/her/their sign upon behalf of which the person(s) acted, executed the	nature(s) on the instrument the person(s), or the entity				
KRYSTAL ANN CARLSON Notary Public - California Santa Clara County Commission # 2342631 My Comm. Expires Jan 20, 2025	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.				
Place Notary Seal and/or Stamp Above	Signature of Notary Public				
	IONAL Signature of Policy Fabric				
	deter alteration of the document or form to an unintended document.				
Description of Attached Document					
Title or Type of Document:					
Document Date:					
Signer(s) Other Than Named Above:					
Capacity(ies) Claimed by Signer(s)					
Signer's Name:	Signer's Name:				
□ Corporate Officer – Title(s): □ Partner – □ Limited □ General	□ Corporate Officer – Title(s): □ Partner – □ Limited □ General				
☐ Individual ☐ Attorney in Fact					
☐ Trustee ☐ Guardian or Conservator	☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator				
Other:	☐ Trustee ☐ Guardian or Conservator ☐ Other:				
Signer is Representing:	Signer is Representing:				

City of San Diego

CITY CONTACT Rosa I. Riego, Senior Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426

ADDENDUM 1 PROPOSAL DOCUMENTS





FOR

FIRE STATION NO. 48 - BLACK MOUNTAIN RANCH

RFQ NO.:	K-24-2206-DB2-3-A-C
RFP NO.:	K-24-2206-DB2-3
SAP NO. (WBS/IO/CC):	S-15015
CLIENT DEPARTMENT:	1912
COUNCIL DISTRICT:	5
PROJECT TYPE:	BC, IL, KA

PROPOSALS DUE:

2:00 PM AUGUST 6, 2024

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

http://www.sandiego.gov/cip/bidopps/

 July 23, 2024
 ADDENDUM 1
 Page 1 of 36

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

Date

Seal

A. CHANGES TO CONTRACT DOCUMENTS

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

B. **BIDDER'S QUESTIONS**

- Q1. Attachment G Evaluation and Selection Criteria, Item 5.1.2: "Plan for operation of facility during construction". Does this apply to this project?
- A1. There is not an existing fire station facility on the project site; as such, a "plan for operation of facility during construction" will not be required as part of this project. See Section C, Changes to the Request for Proposals, Item 14 of this Addendum.
- Q2. Can you provide us with a copy of the soils report? We are aware that the site is full of rock.
- A2. The City has provided two technical studies and subsurface data. Please refer to Attachment E, Supplementary Special Provisions, Section 3-9. For bid purposes, Design-Builders may utilize the soils information provided in those two reports. After award, it will be the responsibility of the selected Design-Build team to hire a geotechnical firm to conduct the soils report as required for design and construction of the project.
- Q3. Please give us the boundaries for the LTMMA.
- A3. Please reference the environmental documents within link provided in Appendix A ADDENDUM TO AN ENVIRONMENTAL IMPACT REPORT, NOTICE OF DETERMINATION AND FINAL RECORDED SITE DEVELOPMENT PERMIT for anticipated environmental permitting requirements, including the boundaries for the LTMMA. The boundaries will be subject to the project design and its impact to the adjacent sensitive habitats.

As a reminder, per Attachment A, Section 2.2, a Substantial Conformance Review will need to be approved by Development Services Department per Information Bulletin (IB-500), prior to ground disturbance, to ensure consistency with the existing environmental permits included in the RFP.

- Q4. Is a dedicated stand-alone irrigation system to be provided and removed at the end of the LTMMA?
- A4. Refer to Appendix F, Long-Term Maintenance and Monitoring Agreement, Exhibit A, Section K.
- Q5. Is a rain harvester required for this project? This was removed via RFI on a previous bid.
- A5. A rain harvester is not required for this project. However, one may be included to achieve more points for LEED silver or gold requirements.
- Q6. Ref. SDFR Standardization, Vol2, Division 07. Community Forum comments indicate a Standing Seam Metal Roof is the new standard for steep-sloped roofs. Referenced standards do not include Standing Seam. Please confirm and provide specifications.
- A6. An Addendum to the SDFR Standardization, Vol2 is in progress. The Standing Seam Metal Roof specifications shall be provided to the selected Design-Build Team during the design phase.
- Q7. Page 46 of the RFP states that the facility will be all-electric. Please confirm that there should be no gas range.
- A7. Confirmed. For more information see response to RFI question 27.
- Q8. During the Community Meeting, a representative from the Rancho Penasquitos Fire Safe Council asked about locating an Emergency Evacuation Equipment storage container on the site of the new Fire Station. Is this something that the City would like to designate a space for?
- A8. If there is space onsite after designating areas for fire station operations, SDFD would be willing to consider allowing an Emergency Evacuation Equipment Storage area. Inclusion of a storage area is not part of this contract and, if space allows, would be addressed following occupancy.
- Q9. Does this project have a Skilled and Trained Workforce requirement?
- A9. No.

- Q10. Does this project have a Project Labor Agreement?
- A10. No.
- Q11. Is the Access Easement Deed available?
- A11. The Access Easement Deed shall be requested from City's Real Estate Management Department by the City Project Manager, and provided to the selected Design- Build team after award.
- Q12. The RFP states to provide a cost-loaded schedule. This is an expensive and time-consuming process. Can we provide a schedule, and then cost load when the project is awarded?
- A12. Cost loaded project schedule is required. Refer to Attachment A, Section 2.9.2 for requirements regarding technical proposal and price proposal.
- Q13. The record plans provided for the existing waterline and road improvements (31926-D and 31999-D) indicate "as-built" in the file name but there is no signed as-built block on the sheets. Can you please confirm these are accurate as-builts and/or provide record plans with as-built stamp.
- A13. The as-builts provided in the RFP are the latest versions available at the City. The responsibility lies upon the design-builder to verify existing conditions onsite.
- Q14. Record plans for the existing waterline running to the site were not provided. Record plan 31999-D indicates that the original waterline is per 10819-D. Can you please provide this record as-built?
- A14. See Section C. Changes to the Request for Proposals, Item 7 of this Addendum.
- Q15. Please confirm the elevations where the existing water transmission line runs through the building site. This information is not shown on any documents issued with the RFP.
- A15. Design-Builder team to investigate and verify the elevations where the existing water transmission line runs through the building site.

- Q16. The interim report of Testing and Observation Services During Site Grading prepared by Geocon and dated 11/4/2020 does not address soil conditions anticipated to be encountered in the work to re-route the water transmission line. Please confirm if rock blasting will be required for any portion of the water line relocation work.
- A16. For the purpose of the Design-Builder's proposal, the City will assume rock-blasting will not be required for any portion of the water line relocation work. However, after award, during the design phase, the selected Design-Build team will be responsible for hiring a professional geotechnical firm to conduct all borings and soils testing required to verify if rock-blasting will be needed for any portion of the water line relocation work, to avoid any unexpected surprises during the construction phase.
- Q17. Section 3.10-1 indicates the City may provide survey services for the project. Will the City provide surveying services for this project? If not, please clarify if the City will require the surveying work for both design and construction activities to be hired only by the design team or if the contractor may hire the surveyor for construction activities required for completion of the project.
- A17. While the City may perform survey services for specific tasks (such as monument mark-outs), the selected Design-Build team is responsible for providing survey services, by licensed surveyors hired by the Design-Build team, for both design and construction phases of the project. It is up to the Design-Build team to hire the licensed surveyor(s) required to conduct the surveying tasks require to the complete the project.
- Q18. A preliminary survey plan was issued as part of the RFP documents. Please confirm for bidding purposes that RFP responses including design and cost proposals are to be based on the information contained in the preliminary survey document and that a final survey will be performed after award by the successful design-builder to confirm actual conditions. Actual conditions will be verified against the preliminary survey document and any changes in scope or cost will be addressed via change order. Please confirm this approach.
- A18. Yes, the approach described above is confirmed.
- Q19. Line 17 of the Price Proposal Form Contingency for 25 Month Revegetation Maintenance (EOCP Type II) stipulates an amount of \$75,000. Is this amount intended to cover the actual cost of the work for

- the 25 month Revegetation Maintenance or is this in addition to the actual cost of the work for the 25 month Revegetation Maintenance and Monitoring Agreement?
- A19. The \$75,000 allowance listed for the bid item of Contingency for 25 Month Revegetation Maintenance (EOCP Type II) of the Price Proposal Form is the amount allotted for contingency for the 25 Month Revegetation Maintenance. This amount is in addition to the actual cost of the work for the 25 month Revegetation Maintenance, which will be priced as a lump sum under the bid item of 25-Month Revegetation Long-Term Maintenance and Monitoring Agreement.
- Q20. The interim report of Testing and Observation Services During Site Grading prepared by Geocon and dated 11/4/2020 includes an asgraded geologic map. This map shows a proposed 50' water easement at the southwest portion of the site. Should we plan on this being the location at which we reconnect the water line in Carmel Valley Rd. to the existing water transmission line?
- A20. For bid purposes, Design-Builders may assume the location of the proposed 50' water easement at the southwest portion of the site, as shown in the report by Geocon, will be the location at which they will reconnect the water line in Carmel Valley Rd. to the existing water transmission line.
 - After award, during the design phase, it will be the responsibility of the selected Design-Build team to verify further if the that location will work.
- Q21. Please clarify if the RFP schedule needs to be cost loaded or if this will be a post-award submittal.
- A21. Cost loaded project schedule is required. Refer to Attachment A, Section 2.9.2 for requirements regarding technical proposal and price proposal.
- Q22. The San Diego Fire Station Design Standardization provides an Equipment and Furniture (FF&E) list dated 4/7/2017.
 - This list compiles specific equipment in specific rooms and assigns dollar values. This includes bolted/secured equipment such as: 1,000 Gallon Fuel Tank, Emergency Generator, Flagpole, Air Exhaust System, Air Compressor, SCBA Air Fill Station, Sinks, Extractor, Turnout Dryer, Turnout Lockers, Dishwasher, Range Hood, etc.

The Price Proposal form bid item #08 states a \$350,000 pre-filled value for FF&E.

Please explicitly clarify what should be carried under Bid Item #08 FF&E and what shall be considered cost of work under Bid Item #06 Fire Station & Site Improvements as it directly relates to items shown in the SDFS Design Standardization under the 4/7/2017 Equipment and Furniture section.

A22. Please refer to the following:

- Attachment A, Section 2.8.3.
- Attachment A, Section 4, Bridging Documents which provides a link to the San Diego Fire Department (Volume 1) Fire Station Design Standardization document (SDFR_Standardization_Vol1_05-16-2024.pdf). See page 2, third bullet point under Chapter 2 – Program Documents, titled Equipment and Furnishing Lists, and note at the top of page 72, above the Equipment and Furniture List table.
- Attachment H, Price proposal Forms, bid item of Furnishings, Fixtures, and Equipment (FF&E) (EOC Type I).

Clarification:

- In the San Diego Fire Department (Volume 1) Fire Station Design Standardization document, Equipment and Furniture List (pages 72 82), the first column is Equipment, which is part of the Base bid; the second column is City Provided/Contractor Installed, which is part of the Base bid; the third column is City provided/Installed FF&E, which is for the Contractor to provide and install and which is an allowance per contract and should be part of bid item of Furnishings, Fixtures, and Equipment (FF&E) (EOC Type I); the fourth column is City provided/Installed IT, which is for the City to provide and City to install.
- Q23. Will the new pipeline need to tie into the existing 36-inch line in Winecreek Road (parallel 36-inch lines fronting the project site, see red line in attached) or will it tie into the existing 36-inch line in Carmel Valley Road south of the project site (intertie, see dashed blue line in attached)?

Please confirm that the 36-inch line in Carmel Valley Road south of the project site is already in place and that no extension of this line is needed as part of the scope of work of this project.

*Refer to page 36 of this Addendum.

A23. Per Attachment A, Section 2.1: The water main relocation work will include the installation of new 36" CML welded steel pipe with a cross-tie connection from the Rancho Bernardo pipeline to the existing water main alignment located within Carmel Valley Road, as referenced per the dashed blue line in Exhibit A to RFI 23.

Confirmed: the 36-inch line in Carmel Valley Road south of the project site, as referenced in green highlight in Exhibit A to RFI 23, is already in place and no extension of this line is needed as part of the scope of work of this project.

Coordination with and final approval from the City's Public Utilities Department will be required during design and construction of the water main relocation work.

- Q24. Attachment A item 2.3 notes that new Right-of-way improvements will also include providing accessible pathways to the site and new building by; ensuring sidewalks surrounding facility meet current ADA standards. Is this in reference to existing sidewalks or new sidewalks to be constructed as part of this project? Is the expectation that the design-builder bring any existing conditions up to current codes?
- A24. The Design-Builder will be responsible for providing accessible pathways to the site and new building; ensuring all sidewalks surrounding facility meet current ADA standards. This will include ensuring that both new and existing sidewalks are up to current accessibility codes.
- Q25. Attachment A item 2.6.1.1.7 notes that the project is to include the design and construction of emergency flasher signalization (beacon) at the driveway onto Carmel Valley Road. Is loop detection required for this signal or will video detection be acceptable?
- A25. Typically, emergency vehicles would need to get the right of way from the signal and they would use emergency vehicle preemption equipment to do so, no loops. However, consider also in your bid to use video detection, as well. During the design phase, the City will discuss

- further and clarify with the City's traffic engineer to determine if video detection is needed in addition to the emergency vehicle preemption equipment.
- Q26. Attachment A item 2.10.1 notes a final BIM model is to be delivered to the City at the end of the project. What level of detail is required for this model? Is a BIM model required as part of the RFP submission?
- A26. Per Attachment A item 2.10, 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. The level of detail required for the model shall be determined during design.
 - For the RFP submission, a 3-D digital model and/or walkthrough video is required for display for public review. Refer to Section C, Changes to the Request for Proposals, Item 5 of this Addendum, for additional clarification. Design-Builder to select the best 3-D modelling software for the development of their 3-D digital model or walkthrough video.
- Q27. The FF&E Master List includes gas appliances for the range and dryer, but the RFP notes the building is to be all-electric. Please provide the desired electric appliances and power requirements.
- A27. New City policy requires the building to be all-electric. Refer to Section C, Changes to the Request for Proposals, Item 8 of this Addendum.
- Q28. Considering the project location adjacent to a school, are there specific working hour parameters required for the off-site and on-site work?
- A28. Please refer to Attachment E Supplementary Special Provisions, Section 1 General, Terms, Definitions, Abbreviations, Units of Measure, and Symbols, Subsection 1-2 Terms and Definitions.
 - Any special coordination required related to school hours, shall be coordinated with the PM, Design-Builder, and school, during the design and construction phases.
- Q29. Is a training platform required for Fire Station 48? What, if any, are the requirements?
- A29. Yes, a training platform is required for FS 48 within the secured portions of the property. The training platform should be approximately 18-24 feet tall, with structural components made of galvanized steel, include secured rappelling hooks/anchors, and a guardrail with latching gate. The training platform should meet the intent of NFPA 1402 (Standard on Facilities for Fire Training and Associated Props).

- Q30. Is the fuel refill pump acceptable to be on the passenger side of the fire engines with 20' hoses?
- A30. The fuel refill pump must be on the driver's side. The hose must be long enough to reach apparatus from location of the fuel pump. If the length and position is such that the hose may be accidentally driven over, a retraction device must be included.
- Q31. The FD Design Standards Space Needs for the Apparatus Bay indicate highspeed roll-up doors in "Specific City Areas TBD by City". Please clarify if the FS48 requires high speed doors and manufacturer.
- A31. Yes, FS 48 requires Hormann High Performance Door Model painted red per SDFD selection: Speed Guardian Series, Model 5000 U-42 (Or approved equal). https://www.hormann.us/high-performance/rigid-doors/speed-guardiantm-5000-c-u-42/
- Q32. Are security cameras or card readers required for this Fire Station?
- A32. Security cameras and card readers are not required. Keypads for each exterior entry door and gate are required.
- Q33. Please confirm the finish of the apparatus bay is sealed concrete per the SDFD standards. It is not called to have a polished floor finish in the standards.
- A33. Per the SDFD standards, the finish of the apparatus bay floor must be at minimum sealed (concrete) and light grind.
- Q34. Fire Stations and Facilities Design and Construction Standards dated 2/13/17 Section E Specialized Rooms / Areas; Subsection 05 Communications/IT Equip Room; subpart D states GC is to provide conduit and pull boxes only to accommodate City's cable contractors to pull cable cords to all rooms requiring communication connections, including phones, cable TV, data, and Alert system. All cabling is provided by Cable, Inc. in order to obey City and Xerox (or city's current approved vendor) for all communication requirements.
 - Please confirm the design-builder is only responsible for the conduit and pull boxes. All cabling will be by the City.
- A34. All cabling throughout the station is part of this contract under the bid item of Fire Station & Site Improvements . The City of San Diego no longer has a separate third party complete this. The City of San Diego's Information Technology (IT) team will review the proposed design and products to ensure it meets City IT requirements.

- Q35. Please confirm compaction requirements for the water transmission line relocation areas.
- A35. Please refer to Attachment A, Section 2.1 Water Main Relocation. All relocation work (including compaction requirements for water transmission lines of the size and type specified in this project) shall be consistent with referenced standards for construction, including but not limited to the City of San Diego Standard Specifications for Water and Sewer Design Guidelines.
 - Permitting and coordination with the City's Public Utilities Department will be required during design and construction.
- Q36. Will a tee, dished head, etc. need to be provided for future extension of the new pipeline southwest in Carmel Valley Road?
- A36. This will be verified with the City's Public Utility Department and Development Services Department, during the design phase.
- Q37. Assuming a new parallel 36-inch line fronting the project site is required, can the new pipeline be placed on the south side of the project site, outside and north of Carmel Valley Road?
- A37. Design Builder will need to verify with the City's Public Utility Department and Development Services Department, during the design phase, if that location for the new pipeline can be approved.
- Q38. Will a temporary water bypass system be needed during construction?
- A38. Yes.
- Q39. Please provide any information available for the cathodic protection system of the existing pipeline that will be replaced.
- A39. Currently, we do not have any information to provide regarding the cathodic protection system of the existing pipeline. Selected Design-Build team will work with the City Project Manager during the design phase, to request that information from the City's Public Utility Department and/or Development Services Department.
- Q40. Is the expectation for the Design-Builder to survey and account for all concealed or unknown conditions in the area of work including, but

not limited to the building site, adjacent right of way areas, streets, etc. – or will the information provided with the record documents be utilized for bid purposes with final scope and design to be confirmed after award?

A40. For Bid purposes, Design-Builders will be expected to utilize the information provided with the record documents, in this RFP. After award, it will be the responsibility of the selected Design-Build team to conduct surveying and any additional investigations needed during design and construction. If concealed or unknown site conditions of significance are found in the area of work, these can be addressed via RFI.

C. CHANGES TO THE REQUEST FOR PROPOSALS

 To REQUEST FOR PROPOSAL, Section 1, INTRODUCTION AND PROJECT OVERVIEW, page 5, DELETE in its entirety and SUBSTITUTE with the following:

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 Fire Station No. 48 Black Mountain Ranch Design-Build project.
- **1.1.2** This RFP is being issued to the selected firms for this selection process exclusively. These firms are:
 - Barnhart-Reese Construction
 - 2. Level 10 Construction
- **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

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- to procure or contract for the Work, except for a stipend compensation as presented in **APPENDIX O Stipend Agreement**.
- 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. To REQUEST FOR PROPOSAL, Section 2, **SUMMARY OF WORK**, pages 5 through 6, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 2. SUMMARY OF WORK: This is the City solicitation process to acquire Design-Build services for a Design-Build project to design and construct a new, permanent 3-bay fire station, of approximately 11,500 square feet, per the SDFD's Fire Station Design Standards. The facility will accommodate: three (3) fire apparatus and a crew of nine (9) to eleven (11) fire personnel; onsite surface parking; dorm rooms; kitchen; watch room; training room; ready room; station alerting system; IT data network; wet and dry utilities and fees; electrical; mechanical;

and all other necessary infrastructure associated with this project. Fire Station 48 – Black Mountain Ranch project (Project) must be designed in accordance with the City of San Diego Council Policy 900-03: Zero Emissions Municipal Buildings and Operations Policy [Appendix J], and, changes to the Sustainable Building Policy 900-14 [Appendix K]. In addition, the offsite improvements include, but are not limited to site grading; utility relocation; street/traffic improvements within the public rightof-way along Carmel Valley Road and Winecreek Road to allow for emergency response apparatus' egress & ingress, including new driveway on Winecreek Road (to be permitted via County of San Diego) and an emergency traffic beacon on Carmel Valley Road (to be permitted via City of San Diego). Right-of-way improvement will also include providing accessible pathways to the site and new building by; ensuring sidewalks surrounding facility meet current ADA standards; replace curb ramp at SW corner of Carmel Valley Road & Winecreek Road, with dual curb ramp per current City standard, and relocate Pedestrian Push Buttons (PPBs) and re-align crosswalks per current MUTCD/ADA standards; replace curb ramp at Winecreek Road with Type B curb ramp per current City standard. The Project will include the relocation of an active 36" water transmission line, including permitting and coordination with the City of San Diego Public Utility Department (PUD). A Substantial Conformance Review will need to be approved by Development Services Department per Information Bulletin 500 (IB-500), prior to ground disturbance, to ensure consistency with the existing environmental permits included in the RFP. A long-term maintenance & monitoring agreement will be required for postconstruction up to 25 months for Non-Permanently irrigated areas. The Project site is located on the westerly corner of the intersection between Carmel Valley Road and Winecreek Road in the Black Mountain Ranch Community.

The Project elements include: 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 & Certification through the U.S. Green

Building Council (USGBC) 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 Prevention Plan Record Pollution [SWPPP], Research. Environmental Community Outreach, Investigation, Landscaping, New Traffic Beacon and related work including, but not limited, to median work as required; Implementation of QA/QC and Safety Programs, etc. The Project includes but is not limited to the following: coordinating the design, construction, and startup with Fire & Rescue Department; City of San Diego Public Utilities Department (PUD) for transmission line relocation; City of San Diego Development Services (DSD) for Project permitting; & San Diego County for Hazardous Material, Street Improvements, and utility connection permitting requirements; 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.

For additional information refer to Attachment A.

- 3. To REQUEST FOR PROPOSAL, Section 6, **CONTRACT PERIOD**, page 7, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 6. **CONTRACT PERIOD**: The Project, including the Plant Establishment Period and the Long-Term Maintenance and Monitoring Agreement, shall be completed within **1220 Working Days** from the Notice to Proceed (NTP).
- 4. To ATTACHMENTS, ATTACHMENT A, PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, BRIDGING DOCUMENTS, ASBUILTS AND PRELIMINARY SURVEY, CADD-FILES, AND ZERO EMISSIONS BUILDING & OPERATION POLICY IMPLEMENTATION FOR PARTNERING REQUIREMENTS, Section 2, Scope of Work, Subsection 2.8, PROPOSED PROJECT BUDGET TO BE SUBMITTED AS FOLLOWS, **item 2.8.3**, page 43, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - **2.8.3** Furnishing, Fixtures, and Equipment (FF&E) (with component specifications) list to be provided by the City of San Diego Fire-Rescue Department during the construction phase, providing

adequate lead times. The Design-Builder shall be responsible for purchase, assembly and installation of FF&E.

FF&E Definition:

- o Furniture, fixtures, and equipment (abbreviated as FF&E or FFE) refers to movable furniture, fixtures, or other equipment that have no permanent connection to the structure of a building. These items, which include desks, chairs, computers, movable electronic equipment, tables, bookcases, seatings, filing accessories, and other required loose items.
- A general FF&E item list is provided by the Client department with coordination with City project team, which is included in the RFP for cost estimating purposes in which will be developed and finalized in conjunction with the final design package.
- FF&E Purchasing, Installation, and Assembly:
 - o General contractor is responsible for the purchase, transportation and delivery, assembly, and installation of all listed FF&E items.
 - o Items that are not included in the FF&E list and are covered in the construction document plans are to be provided and installed by the General Contractor under the lump sum of the "Building Construction" line item in the Price Proposal Form.
 - o Procurement and Installation:
 - The Contractor shall coordinate the building completion date with the FF&E Package. It is recommended that the Contractor order the products once the option is awarded to avoid incurring additional costs. Production and delivery dates should be requested of manufacturers at the time of order placement to coincide with the Beneficial

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Occupancy Date (BOD). Any costs incurred due to manufacturer price increases as a result of order placement delays will be the burden of the Contractor.

- Other loose FF&E items that are not included in the finalized FF&E list, but are required to be provided, are to be City-furnished and General Contractor to assemble/install.
- 5. To ATTACHMENTS, ATTACHMENT A PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, BRIDGING DOCUMENTS, AS-BUILTS AND PRELIMINARY SURVEY, CADD-FILES, AND ZERO EMISSIONS BUILDING & OPERATION POLICY IMPLEMENTATION FOR PARTNERING REQUIREMENTS, Section 2, Scope of Work, Subsection 2.10, GRAPHIC SUBMITTALS, item 2.10.1, pages 44 and 45, DELETE in its entirety and SUBSTITUTE with the following:
 - 2.10.1 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. Electronic drawings and 3-dimenional digital study model or walkthrough video 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. The pdf document shall have a maximum file size of 17MB and the 3D model or walkthrough video link to be displayed on a platform accessible to the public such as YouTube, Vimeo or similar.
- 6. To ATTACHMENTS, ATTACHMENT A PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, BRIDGING DOCUMENTS, AS-BUILTS AND PRELIMINARY SURVEY, CADD-FILES, AND ZERO EMISSIONS BUILDING & OPERATION POLICY IMPLEMENTATION FOR PARTNERING REQUIREMENTS, Section 2, Scope of Work, Subsection 2.10, GRAPHIC

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SUBMITTALS, **item 2.10.9**, page 45, **DELETE** in its entirety and **SUBSTITUTE** with the following:

- 2.10.9 Other: Diagrams, charts and photos to further illustrate the proposal are acceptable but not required. Refer to Section 2.10.1 for file type and size requirements.
- 7. To ATTACHMENTS, ATTACHMENT A PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, BRIDGING DOCUMENTS, ASBUILTS AND PRELIMINARY SURVEY, CADD-FILES, AND ZERO EMISSIONS BUILDING & OPERATION POLICY IMPLEMENTATION FOR PARTNERING REQUIREMENTS, Section 5, AS-BUILTS AND PRELIMINARY SURVEY, page 46, The Google Drive Link below:

https://drive.google.com/drive/folders/1PySpg7IWZpEwZizhvVrdVsPdO54H CUm

has been updated to include a new folder titled as **FS 48 RFP Addendum 1 – As-Builts**, which includes updated drawings for the Stamped as-built record plans of the original waterline (10819-D).

8. To ATTACHMENTS, ATTACHMENT A PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, BRIDGING DOCUMENTS, ASBUILTS AND PRELIMINARY SURVEY, CADD-FILES, AND ZERO EMISSIONS BUILDING & OPERATION POLICY IMPLEMENTATION FOR PARTNERING REQUIREMENTS, page 49, **ADD** the following:

8. Electrical Requirements and Products Specifications

Below are the all-electric appliances to be used with weblinks to find the electrical requirements in each product's specifications (or approved equal):

- 60" Electric Range: Vulcan EV60SS-6FP24G208. https://www.vulcanequipment.com/sites/default/files/webdam_asset/861806 15.pdf
- Dryer: Speed Queen Model # DR3003WE. https://speedqueen.com/products/electric-dryers/dr3003we/
- Electric Pellet Grill:

https://pitboss-grills.com/grills/wood-pellet/pit-boss-pro-series-1600-wood-pellet-grill

• Electric hot water heater(s) (not tankless) – design for the station size (typically minimum of 200 gallons), with recirculating pump(s).

- 9. To ATTACHMENTS, ATTACHMENT E, SUPPLEMENTARY SPECIAL PROVISIONS, Section 3, CONTROL OF THE WORK, Sub-section 3-15.2, Integration of the Work with Separate Contractors, **Item 2**, page 90, **ADD** the following:
 - c) EV Vendor
- 10. To ATTACHMENTS, ATTACHMENT E, APPENDICES, APPENDIX F, LONG-TERM MAINTENANCE AND MONITORING AGREEMENT, INTRODUCTORY PROVISIONS, Section E, Partial Release of Payment Bond and Performance Bond, page 144, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Performance of Contract in Three Phases. There are three separate phases of Work to be performed by the Contractor under this Contract. The first phase covers the Work involved for the water main relocation in the original agreement as described in this agreement ("Phase 1 Work"). The second phase covers the Work involved for the construction of the fire station and site improvements in the original agreement as described in this agreement ("Phase 2 Work"). The third phase covers the work involved in the long-term maintenance of the Revegetation/Restoration Area after Phase 1 Work and Phase 2 Work have been completed ("Phase 3 Work").
 - 2. Bond Handling for Contract Phases. The Payment Bond and the Performance Bond covering Phase 1 Work and Phase 2 Work on this Contract shall remain in full force and effort until completion of those two phases are certified. The original Payment Bond and the original Performance Bond covering Phase 1 Work and Phase 2 Work on this Contract shall continue in full force and effort for Phase 3 Work, however the value of each bond may be reduced as follows:
 - i. Completion by the Contractor of all Phase 1 Work and Phase 2 Work shall be evidenced solely by the City Engineer affirming in writing that to the best of their knowledge that all Phase 1 Work and Phase 2 Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions, and that the Phase 1 Work and Phase 2 Work completed by the Contractor meets all applicable standards ("Notice of Completion").

- ii. Upon issuance by the City Engineer of the Notice of Completion for Phase 1 Work and Phase 2 Work, the Payment Bond for this Project, and the Performance Bond for this Project, may be partially released, and thereby reduced for the Work performed under Phase1. The remaining payment and performance bond will cover the full cost of Phase 3 Work on this Project, which will be the amount specified in "Section 4: COMPENSATION" in Section 4.1 of this LTMMA.
- 2. No Partial Release Upon Default. No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default on Phase 1 Work or Phase 2 Work.
- 11. To ATTACHMENTS, ATTACHMENT E, APPENDICES, APPENDIX F, LONG-TERM MAINTENANCE AND MONITORING AGREEMENT, Section 1, MAINTENANCE CONTRACT SUMMARY, subsection 1.1, **General**, page 145, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - **1.1. General.** The Contractor (Design-Builder) shall fulfill the Project's Maintenance Requirements (Work) as identified in the scope of work attached as Exhibit A in a manner satisfactory to the City.

The Contractor shall provide all equipment, labor, and materials necessary to perform the **Work** as described in **Exhibit A**, at the direction of the City.

- To ATTACHMENTS, ATTACHMENT E, APPENDICES, APPENDIX O, STIPEND AGREEMENT, pages 215 through 220, DELETE in their entirety and SUBSTITUTE with pages 23 through 30 of this Addendum.
- 13. To ATTACHMENTS, ATTACHMENT E, APPENDICES, APPENDIX Q, PARTNERING AGREEMENT, Section 2, Description, Subsection A, **item 1**, pages 228 through 229, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 1. Project Team: the group of people and organizations who are executing a construction project and who have influence on the outcome. The Project Team is comprised of the Owner (City), the City's Design-Build Contractor, the City's Purchase Power

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Agreement (PPA) vendor, the EV Vendor, the City's Artist vendor, the Designer, the key sub-contractor(s) (MEP, Grading & Paving,), and other stakeholders including Government agencies, tenants, materials suppliers, concessionaires, and third parties affected by the construction project.

14. To ATTACHMENTS, ATTACHMENT G, EVALUATION AND SELECTION CRITERIA, pages 243 through 247, **DELETE** in their entirety and **SUBSTITUTE** with pages 31 through 35 of this Addendum.

Rania Amen, Director Engineering & Capital Projects Department

Dated: July 23, 2024

San Diego, California

RA/MJN/na

APPENDIX O

STIPEND AGREEMENT

STIPEND AGREEMENT

This stipend agreement [Stipend Agreement] is made and entered into this day of
20_ [Effective Date], by and between The City of San Diego [City], a municipal corporation, and INSE
NAME OF DB FIRM [Design-Builder], for the purpose of submitting fully developed proposals for t
FIRE STATION No. 48 - BLACK MOUNTAIN RANCH DESIGN - BUILD CONTRACT in the amount of Fifty
Thousand Dollars and Zero Cents (\$50,000.00). The City and Design-Builder are collectively referred
as the "Parties".

RECITALS

- A. On **February 13, 2024**, City issued a Request for Qualifications [RFQ] to shortlist qualified Design-Build teams for the design and construction of the Fire Station No. 48 Black Mountain Ranch [Project], to be located on the westerly corner of the intersection between Carmel Valley Road and Winecreek Road in the Black Mountain Ranch Community in San Diego, California; and
- B. The Request for Proposal [RFP] for <u>K-24-2206-DB2-3-A-C</u> will require each Design-Builder to complete and deliver a Stipend Agreement to the City in conjunction with submission of their Technical Proposal; and
- C. This Stipend Agreement attached as O of the RFP states that the City will pay a \$50,000 stipend to each unsuccessful Design-Builder that is deemed responsive by the City; and
- D. The public purpose of the Stipend Agreement is to encourage competition, increase responsiveness, and obtain higher quality Technical Proposals for the Project.

In consideration of the above-incorporated recitals and the mutual covenants and conditions set forth in this Stipend Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties agree as follows:

STIPEND AGREEMENT

1. Work Product.

- 1.1 The City is retaining Design-Builder to prepare and submit, in response to the RFP, a Technical Proposal that fully responds to and satisfies all of the material requirements of this Stipend Agreement and the RFP and its addenda, as determined by the City.
- All work performed by Design-Builder and its team members pursuant to this Stipend Agreement shall be considered "work made for hire" as defined in Section 101 of Title 17 of the U.S. Code ("Copyright Law"), and the Work Product (as defined below) shall, upon receipt by the City, become the property of the City without any restriction or limitation on its use. Neither Design-Builder nor any of its team members shall copyright any of the Work Product developed under this Stipend Agreement.
- 1.3 Work Product. 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 written and electronic submittals generated or developed by or on behalf of Design-Builder in connection with the Project during the RFP process, including the Technical Proposal, and any exchanges

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- of information including reports prepared from any site surveys or site investigations during the pre-proposal and post-proposal period. "Work Product" shall specifically exclude patented rights in previously existing proprietary technology.
- 1.4 Ownership of Work Product. In consideration for the City's payment of the Stipend under this Stipend Agreement, Design-Builder agrees that the City shall own all rights, title and license in the Work Product and be entitled to use all Work Product, without any further compensation or consideration to the Design-Builder, in connection with the RFP, its addenda, the Project, or any future procurements by the City.
- 1.5 Design Build Contract. In no event shall City be obligated to award or enter into a design-build contract. City reserves the right to enter into a design-build contract with parties other than Design-Builder. City shall not be responsible to Design-Builder for any claims or damages resulting from City's failure to enter into a design-build contract with Design-Builder.

2. Compensation and Payment.

- 2.1 Design-Builder may be eligible for only one Stipend. A Stipend in an amount not to exceed **\$50,000.00** will be payable to Design-Builder for the Work Product described in this Stipend Agreement, if all the following conditions are met:
 - 2.1.1 Design-Builder's Proposal was **NOT** selected for award.
 - 2.1.2 Design-Builder's Proposal is deemed responsive to the RFP and its addenda.
 - 2.1.3 Design-Builder's Proposal must contain 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. Drawings and digital study model will be displayed for public review and comment in the project web site. The drawings and model will be displayed anonymously for a minimum of two weeks; therefore, one set of electronic drawings, and the 3- dimensional digital study model or walkthrough video 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 Stipend Agreement and the RFP: Submit one (1) electronic copy of the drawings and one (1) electronic copy of the 3-D model and/or walkthrough video.
 - a. Site Plan: a site plan showing all buildings, site features, and onsite 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,

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- 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. Digital 3-D Study Model: a 3-D digital study model with ability for the 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.
- e. Public Display: Design-builder shall provide the drawings presentation and a 3D model or walkthrough video anonymously to be uploaded onto the project webpage for public viewing. The pdf document shall have a maximum file size of 17MB and the 3D model or walkthrough video link to be displayed on a platform accessible to the public such as YouTube, Vimeo or similar. Additional items such as diagrams, charts, and photos to further illustrate the proposal are acceptable, but not required; file type and size is limited to the above mentioned.
- 2.1.4 Design-Builder shall make a presentation to the selection panel.
- 2.1.5 Design Builder shall 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 meets the criteria identified in Sections 1 and 2.1, above.
 - 2.2.2 The amount paid to Design-Builder under this Stipend Agreement will be determined by the City, in its sole discretion, up to an amount not to exceed \$50,000. City shall have access to all books, records, documents, and other evidence and accounting principles and practices sufficient to allow the City Auditor access to the entity's records as needed to verify compliance with the terms specified in this Stipend Agreement.
 - 2.2.3 Any Design-Builder wishing to be eligible for a Stipend under this Stipend Agreement shall submit the completed Stipend Agreement to the City in conjunction with submission of their Technical Proposal. 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 Technical 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, in its sole discretion, 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 under this Stipend Agreement. Payment of compensation will be made within 90 days after receipt of a proper invoice submitted to the City under this section.
- 2.2.6 City's financial obligations under this Stipend Agreement shall be limited to the payment of the Stipend provided in this Agreement. Notwithstanding any other provision of this Stipend Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Stipend Agreement for the work performed in connection with this Stipend Agreement.

3. <u>Indemnification.</u>

3.1 Other than in the performance of design professional services which shall be solely as addressed in Section 4 below, to the fullest extent permitted by law, Design Builder shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, agents, departments, officials, and employees [Indemnified Parties] from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Design Professional or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under this Stipend Agreement by the Design Builder, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Design Builder's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or sole willful misconduct of the Indemnified Parties.

4. Design Professional Services Indemnification and Defense.

4.1 Design Professional Services Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), with respect to the performance of Design Professional services performed by Design-Builder, Design-Builder shall indemnify and hold harmless the City, its officers, or employees, from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design-Builder or Design-Builder's officers or employees.

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- 4.2 Design Professional Services Defense. Parties will work in good faith to procure applicable insurance coverage for the cost of any defense arising from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design-Builder or Design-Builder's officers or employees.
- 4.3 Insurance. The provisions of this Section are not limited by the requirements of RFP Section 5-4.2 of the Supplementary Special Provisions related to insurance.
- 4.4 Enforcement Costs. The Design-Builder agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in this Section.

5. <u>Compliance with Laws</u>

5.1 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 RFP, 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 and RFP. 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 subcontractors, vendors or suppliers. Design-Builder shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Design-Builder understands and agrees that violation of this clause shall be considered a material breach of the Stipend Agreement and may result in termination without compensation, debarment, or other sanctions. Design- Builder shall ensure that this language is included in contracts between Design-Builder and any subcontractors, vendors and suppliers. Design-Builder agrees 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 section.

6. <u>Assignment.</u>

6.1 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.

7. <u>Miscellaneous.</u>

- 7.1 Design-Builder and the City agree that Design-Builder, its team members, and all of Design-Builder's employees, agents, contractors, subcontractors, consultants, and subconsultants shall not be considered officers, officials, employees or agents of the City as a result of this Stipend Agreement.
- 7.2 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 allgenders.
- 7.3 This Stipend Agreement together with the RFP, as amended from time to time, the provisions which are incorporated by this reference, embodies the entire agreement of

July 23, 2024 ADDENDUM 1 Page 28 of 36

the Parties with respect to the subject matter of this Stipend Agreement. There are no promises, terms, conditions, or obligations other than those contained in this Stipend Agreement, the RFP or its addenda. This Stipend Agreement shall supersede all previous communications, representation, or agreements, either verbal or written, between the Parties.

- 7.4 It is understood and agreed by the Parties 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.
- 7.5 This Stipend Agreement shall be governed by and construed in accordance with the laws of the State of California, and venue for any action to enforce it shall be in San Diego County.

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	
Ву	Ву	
Print Name: Mayor or designee	Print Name: Deputy City Attorney	
Date:	Date:	
CONTRACTOR		
Ву		
Print Name:		
Title:		
Date:		
City of San Diego License No.:		
State Contractor's License No.:		

ATTACHMENT G

EVALUATION AND SELECTION CRITERIA

ATTACHMENT G

EVALUATION AND SELECTION CRITERIA

Proposals will be ranked according to the criteria described below:

1. Proposer Exceptions to this RFP - Pass / Fail

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

2. Summary of Proposal (10 Points Max)

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

3. Project Team (5 Points Max)

- 3.1. Describe the proposed management plan for this Project. Describe the qualifications of key proposed construction and technical personnel, and subcontractors, from applicable fields including the following:
 - 3.1.1. Civil
 - 3.1.2. Architectural (to include an FF&E/Interior Design Specialist)
 - 3.1.3. Structural
 - 3.1.4. Mechanical
 - 3.1.5. Electrical
 - 3.1.6. Data & Communications
 - 3.1.7. Instrumentation and Controls
 - 3.1.8. Environmental
 - 3.1.9. Geotechnical
 - 3.1.10. Corrosion

4. Technical Approach and Design Concept (20 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 (0-2 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 (0-2 points): LEED Silver is a minimum requirement; therefore, 1 point will be awarded if LEED Gold is proposed & feasible, and 1 additional point if LEED Platinum is proposed & feasible.
- 4.1.6. Site Layout (0-3 points): Site layout of all improvements shall give special consideration to the following: Integration into existing circulation (both pedestrian and vehicular), as well as landscape integration with building design.
- 4.1.7. Proposed Design Schedule: Outline the proposed design schedule, including sequencing of each major design component and proposed durations.

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.

	ОИТСОМЕ	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 Builder's Technical Proposals, the design builders' renderings will be displayed for public votes. Written public comments will be collected during the two-week display of renderings at the project web site. For purposes of public review, the display renderings 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 public votes will be on a weighted average basis:
 - 7.2.1. (Votes received/total overall votes) x 25 = Points Earned

TOTAL POINTS: 100

8. Review of Technical Proposal

- 8.1. Following the receipt of the Technical Proposal, the City anticipates allotting 2 weeks for review of the Technical Proposals.
- 8.2. 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.
 - 8.2.1. 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.
- 8.2.2. 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.

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

- 9.1. The City has set a predetermined Contract price of \$25,850,000. 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.
- 9.2. The Panel will evaluate the proposals according to the point system described herein to select the Design-Builder
- 9.3. 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.

City of San Diego

CITY CONTACT Rosa I. Riego, Senior Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426

ADDENDUM 2 PROPOSAL DOCUMENTS





FOR

FIRE STATION NO. 48 - BLACK MOUNTAIN RANCH

RFQ NO.:	K-24-2206-DB2-3-A-C
RFP NO.:	K-24-2206-DB2-3
SAP NO. (WBS/IO/CC):	S-15015
CLIENT DEPARTMENT:	1912
COUNCIL DISTRICT:	5
PROJECT TYPE:	BC, IL, KA

PROPOSALS DUE:

2:00 PM AUGUST 6, 2024

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

http://www.sandiego.gov/cip/bidopps/

July 24, 2024
Fire Station No. 48 - Black Mountain Ranch

A. CHANGES TO CONTRACT DOCUMENTS

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

B. **BIDDER's QUESTIONS**

- Q1. The RFP Appendix J, section IV. Implementation/A. Building Efficiency/Table 1 (Page 179 of the overall pdf document) states that the Site EUI for a fire station is 28 kBTU/SF/yr, which seems extremely low for an all-electric facility (no fossil fuel use). To put this into perspective, the national median Site EUI (normalized for weather) for an efficient Fire Station is 63 kBTU/SF/yr from Energy Star.gov. To properly bid this and to ensure that all parties are bidding the same scope, please confirm that, for PV sizing purposes, we should use the 28 kBTU/SF/yr criteria.
- A1. Per Council Policy CP-900-03 "All New construction projects of buildings larger than 1,000 square feet shall use energy modeling to demonstrate that the Proposed Design yields energy consumption which is either no greater than the applicable site EUI targets specified in Table 1 or at least 10% lower than the Standard Design annual time dependent value energy use calculated by the methodology established in the California Code of Regulations, Title 24 Part 6."
- Q2. SDFR Standardization Vol 1 page 64 shows 22.0 ADA PUBLIC RESTROOM as 'X'd out, but references this is the preferred ADA Public Restroom. Please confirm this program element is not included in the project scope specific to FS #48.
- A2. An ADA Public Restroom to be provided per Code. Detail shown on page 64 is conceptual and is provided only to indicate required furnishings, equipment, and general room proportions. The actual room design may change.

Rania Amen, Director Engineering & Capital Projects Department

Dated: July 24, 2024

San Diego, California

RA/MJN/na

City of San Diego

CITY CONTACT Rosa I. Riego, Senior Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426

ADDENDUM 3 PROPOSAL DOCUMENTS





FOR

FIRE STATION NO. 48 - BLACK MOUNTAIN RANCH

RFQ NO.:	K-24-2206-DB2-3-A-C	
RFP NO.:	K-24-2206-DB2-3	
SAP NO. (WBS/IO/CC):	S-15015	
CLIENT DEPARTMENT:	1912	
COUNCIL DISTRICT:	5	
PROJECT TYPE:	BC, IL, KA	

PROPOSALS DUE:

2:00 PM AUGUST 21, 2024

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

http://www.sandiego.gov/cip/bidopps/

August 1, 2024
Fire Station No. 48 – Black Mountain Ranch

A. CHANGES TO CONTRACT DOCUMENTS

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

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

B. CHANGES TO THE REQUEST FOR PROPOSALS

1. To Request for Proposals, section 11, SELECTION AND AWARD SCHEDULE, **subsections 11.1.4, 11.1.5, 11.1.6, and 11.1.7**, page 9, **DELETE** in their entirety and **SUBSTITUTE** with the following:

11.1.4.	Proposal Due Date	August 21, 2024
11.1.5.	Selection and Notification	October 2024
11.1.6.	Limited Notice to Proceed	January 2025

Rania Amen, Director Engineering & Capital Projects Department

Dated: *August 1, 2024*

San Diego, California

RA/MJN/na

City of San Diego

CITY CONTACT Rosa I. Riego, Senior Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426

ADDENDUM 4 PROPOSAL DOCUMENTS





FOR

FIRE STATION NO. 48 - BLACK MOUNTAIN RANCH

RFQ NO.:	K-24-2206-DB2-3-A-C
RFP NO.:	K-24-2206-DB2-3
SAP NO. (WBS/IO/CC):	S-15015
CLIENT DEPARTMENT:	1912
COUNCIL DISTRICT:	5
PROJECT TYPE:	BC, IL, KA

PROPOSALS DUE:

2:00 PM AUGUST 21, 2024

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

http://www.sandiego.gov/cip/bidopps/

August 7, 2024
Fire Station No. 48 – Black Mountain Ranch

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

Date

Seal:

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

- Q1. Addendum 1 modified the bond requirements of the RFP and noted 3 distinct phases of work for the project. In lieu of providing a performance and payment bond that covers all three phases and reducing the values of those bonds with the completion of Phase 1 and Phase 2 work, is it acceptable to provide a performance and payment bond for Phase 1 and Phase 2 work and separate bonds for the 3rd phase of work which would cover the 25-month LTMMA? After 24 months payment and performance bonds have added penalty costs for time; being able to provide 2 bonds, one for construction and one for maintenance would save the City bond premium expense.
- A1. No. Per, Appendix F Long-Term Maintenance and Monitoring Agreement, Introductory Provisions E Partial Release of Payment Bond and Performance Bond, 2. Bond Handling for Contract Phases: "The original Payment Bond and the original Performance Bond covering Phase 1 Work and Phase 2 Work on this Contract shall continue in full force and effort for Phase 3 Work, however the value of each bond may be reduced [...]."

Please see Section C, item 1of this Addendum.

- Q2. Per the BTR and the RFP "Plans shall indicate not less than a 100 foot buffer or other approved reduced wetland buffer, satisfactory to the Development Services Department. Should a 100 foot buffer not be indicated on the plans, then the following requirements shall apply". A 100 foot wetland buffer is not feasible for the parking and building areas. We have included all of the tasks required for a buffer less than 100 feet. What is the approval process for a buffer area less than a 100 feet?
- A2. Any proposed wetland buffer less than 100 feet shall meet the requirements stated within the EIR and BTR and shall ultimately be reviewed and approved under DSD's Substantial Conformance Review process.

- Q3. On PDF page 20 of the BTR in Table 2 under Invasive Exotics Control and Removal Priority 2, second column, it states that the Project will prepare a Weed Abatement Plan. Is a separate plan required, or can we include this as a section in the Conceptual Restoration Plan?
- A3. For purposes of bidding, assume a separate weed abatement plan will be required.
- Q4. Is hydroseeding or container plant installation anticipated within the wetland area?
- A4. Design-Builder shall comply with the referenced BTR for all grading and disturbed areas.
- Q5. Will CDFW permits be required for enhancement activities within the wetland area?
- A5. Activities within the wetland to meet the consistency requirements within the EIR and BTR should be assumed to be part of the consistency review and permitting.
- Q6. Has the Parcel Trade and MHPA BLA already been completed? If so, is there a Figure of the current MHPA location with respect to the Project area?
- A6. BTR is consistent with attached e-mail (Exhibit A) and its associated attachment (Exhibit B), on pages 9 and 10 of this Addendum. For purposes of bidding, assume the MHPA boundary will be adjusted by supporting documentation during the Substantial Conformance Review justifying Boundary-Line Adjustments outside the parcel boundaries. However, requirements for construction within the 100-foot buffer to wetlands as well as MHPA adjacency requirements as required in the EIR and BTR shall be met.
- Q7. There is an Appendix G "Sample Archaeology Invoice" included in the RFP. However, there is no other language regarding archaeology or Native American monitoring requirements in the RFP. Will archaeology and Native American monitoring be required for this project?
- A7. No, Archaeology and Native American monitoring are not anticipated for this project. Paleontological monitoring is required, per the RFP.

 Appendix G of RFP has been deleted. Refer to Section D, Item 2 of this Addendum.

- Q8. The responses to Questions 12 and 21 of Addendum 1 noted that a cost loaded schedule would be required as part of the RFP submission. Would it be acceptable to provide a scheduled without the cost loading for the RFP and upon notice of intent to award to the successful bidder, provide the full cost-loaded schedule? A cost loaded schedule is a time-consuming process at the same time that the balance of the RFP submission documents are being compiled and assembled for submission.
- A8. Per the RFP, Attachment A, Section 2.9.2, and responses to Questions 12 and 21 of Addendum 1, the Design-Builder shall provide a cost-loaded schedule at the time of RFP submission.
- Q9. The response to question 15 of Addendum 1 notes that the Design-Build team is to investigate and verify elevations of the existing water transmission line. Is this expected to be performed prior to RFP submission? Or for bidding purposes, can the water line be assumed to be at 9'-0" below the existing grade and verified post-award for any changes from that assumption?
- A9. Reference As-Builts provided in Attachment A of the RFP and in Addendum 1; pipe inverts and reference elevation datums are provided on As-Builts.
- Q10. The response to Question 24 of Addendum 1 notes that the Design-Builder is to ensure all existing sidewalks are up to current accessibility codes. No boundary or limit of work for this verification is noted. For bidding purposes, can we assume all existing sidewalks are code-compliant and verify post-award. We can address any discrepancies via change order once a full scope is determined post-award. Please confirm.
- A10. Per Section 2, Summary of Work of the Request for Proposal and Attachment A, of the RFP: "Right-of-way improvement will also include providing accessible pathways to the site and new building by; ensuring sidewalks surrounding facility meet current ADA standards; replace curb ramp at SW corner of Carmel Valley Road & Winecreek Road, with dual curb ramp per current standard, and relocate PPB's and re-align crosswalks per current MUTCD/ADA standards; replace curb ramp at Winecreek Road with Type B curb ramp per current City standard." Refer to response to Question 24 of Addendum 1. Design-Builders shall bid accordingly.

- Q11. The response to Question 26 of Addendum 1 notes that for the RFP submissions, a 3-D model and/or walkthrough video is required for display for public review. Please confirm if this for the exterior elements only, or if the interiors must be included in the fly-through as well.
- A11. Reference Attachment A, Section 2, Subsection 2.10, Graphic Submittals, of the RFP and Addendum 1; and Attachment G Evaluation and Selection Criteria. Per the references, "electronic drawings and 3-dimenional digital study model or walkthrough video will be displayed for public review and comment in the City of San Diego Project Website" and also be used for scoring per the Evaluation and Selection Criteria.
- Q12. The response to Question 1 of Addendum 2 notes that either an EUI of 28 or an energy model showing 10% lower energy use than Title 24 requires is acceptable for building energy efficiency. However, these two standards require significantly different electrical loads, and will affect the overall sizing of the photovoltaic system being designed by the City's PPA. The Design-Builder does not have visibility into the design sizes or quantities of materials or equipment that the City's PPA will utilize for the PV system. Please confirm that any additional infrastructure beyond conduits to roof and/or parking lot locations for the PV system will be provided by the City's PPA as part of the PV system installation.
- A12. Per RFP Attachment A, Section 7 "Zero Emissions Building & Operation Policy Implementation for Partnering Requirements", Design-Build contractor to provide both building and site pathway to a site pad for PPA vendor battery & inverter equipment. Roofing system and anchor points shall be provided as appropriate for PV system by Design-Build contractor. Design-Builder shall provide coordination and documentation as outlined in the RFP in support of PPA vendor's effort.
- Q13. Section 5-4.2.6 of the RFP outlines Builders Risk Insurance requirements. Please confirm that the commencement of the Builders Risk shall be at the time of mobilization to the project site and the start of construction. Please confirm that Builders Risk Insurance will not be needed during the design and preconstruction phases or during the 25-month LTMMA period.
- A13. The Contractors Builders Risk Property Insurance policy, as well as all the insurance policies outlined in Section 5-4.2 of the RFP, shall be

- provided during the entire length of the contract, including design and preconstruction phases as well as during the 25-month LTMMA period.
- Q14. The response to Question 22 of Addendum 1 notes a clarification that specifically calls out the SDFD Vol 1 Fire Station Design standardization document, Equipment and Furniture Lists (pages 72-82), and identifies items in the first and second column to be provided in the base bid, and items in the third column to be provided under the allowance for the Furnishings, Fixtures, and Equipment (FF&E, EOC Type I). However, several items in this list that have dollar values in the 1st and 2nd columns are items that previously were covered by the FF&E Allowance on past projects. For example, section 15 Firefighter-Medic Dorm Rooms identifies the beds including box spring, mattress, cover, and frame under column 1, but these have been covered under the FF&E allowance (column 3) in the past. There are no specifications for these items available for us to secure a formal bid or proposal either. This occurs in multiple sections of this list. Please confirm which items in the first column are to be covered as a cost of the work (base bid) vs. those items which should be provided under column 3 FF&E allowance.
- A14. Page 72 through page 82 of the Fire Station Design Standardization Volume 1, provided at time of RFP issuance, has been updated.

Refer to Section D, Item 1 of this Addendum for updated Fire Station Design Standardization Volume 1 document.

C. ADDENDUM

- 1. To ADDENDUM 1, Section C, CHANGES TO THE REQUEST FOR PROPOSAL, item 10, sub-section 2, **bullet ii**, page 21, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - ii. Upon issuance by the City Engineer of the Notice of Completion for Phase 1 Work and Phase 2 Work, the Payment Bond for this Project, and the Performance Bond for this Project, may be partially released, and thereby reduced for the Work performed under Phase 1 and Phase 2. The remaining payment and performance bond will cover the full cost of Phase 3 Work on this Project, which will be the amount specified in "Section 4: COMPENSATION" in Section 4.1 of this LTMMA.

D. CHANGES TO THE REQUEST FOR PROPOSALS

 To Attachments, Attachment A, PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, BRIDGING DOCUMENTS, AS-BUILTSAND PRELIMINARY SURVEY, CADD-FILES, AND ZERO EMISSIONS BUILDING & OPERATION POLICY IMPLEMENTATION FOR PARTNERING REQUIREMENTS, Section 4, BRIDGING DOCUMENTS, page 46, The Google Drive Link below:

https://drive.google.com/drive/folders/1fbeyTf3PeHkcUzGGOaSMDmx Yqi0e7h3R

has been updated to include a new folder titled as "FS 48 RFP Addendum 4 – Bridging Documents", which includes an updated FF&E list from document pages 72 to 82 of the Fire Station Design Standardization Volume 1. The updated Fire Station Design Standardization Volume 1 file within the new folder supersedes the original Fire Station Design Standardization Volume 1 provided at the time of RFP advertisement.

2. To Attachments, Attachment E, Appendices, **Appendix G - SAMPLE ARCHAEOLOGY INVOICE**, pages 160 through 162, **DELETE** in its entirety.

Rania Amen, Director Engineering & Capital Projects Department

Dated: August 7, 2024

San Diego, California

RA/MJN/na



From:Forburger, KristenTo:Baligad, JuanCc:Ortiz, Victoria

Subject: RE: MSCP/Fire Station 48

Date: Friday, April 24, 2020 12:35:22 PM
Attachments: FS 50 Impact site MHPA loss not imp

FS 50 Impact site MHPA loss not implemented.pdf FS 48 MHPA addition site not recorded as gain.pdf

Hi Juan,

The FS 48 MHPA was approved with the BMR EIR, but it has not been "implemented" because the FS 48 has not been implemented. Attached are 2 maps that show the FS site and the MHPA addition site.

Will the FS come through for permitting? The MHPA addition site is City property so through the review and permitting of FS 48, that property would come into MHPA and conservation. Additionally, the FS site will be counted as a loss in the year it is approved and moves forward with grading.

For all intensive planning purposes, the MHPA BLA has been approved and the FS site should be treated as the MHPA is adjusted off. The MHPA LUAG's are required.

Submittal of FS 48 for permitting should include all the MHPA BLA background and BMR EIR to demonstrate the MHPA has been approved to be adjusted off the FS site.

Have a good weekend,

Kristy Forburger

DPMIII City of SD Planning Department MSCP/CEQA TSW

T (619) 236-6583 www.sandiego.gov

From: Baligad, Juan

Sent: Thursday, April 16, 2020 3:37 PM

To: Forburger, Kristen < KForburger@sandiego.gov>

Cc: Ortiz, Victoria < VOrtiz@sandiego.gov>

Subject: RE: MSCP/Fire Station 48

Hi Kristy,

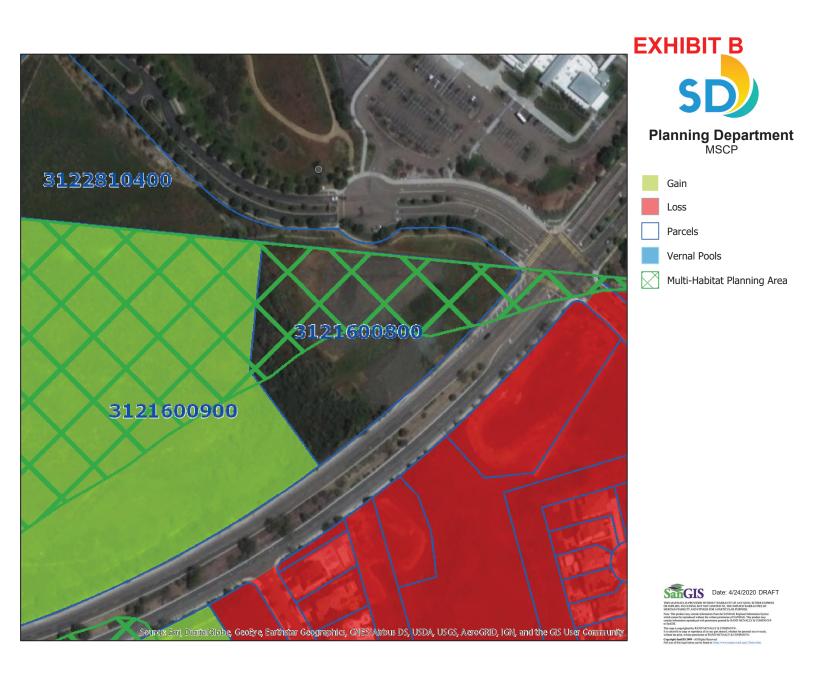
It may be ready for an RFP for a Design-Build contractor later this year. If it's not yet fully implemented, at what point would it make sense to fully implement. How would that be done?

Anyway, I look forward for your reply within the next couple of weeks. Thank you.

Juan Baligad Senior Planner

Sincerely,

T (619) 533-5473



City of San Diego

CITY CONTACT: Rosa I. Riego, Senior Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426

ADDENDUM 5 PROPOSAL DOCUMENTS





FOR

FIRE STATION NO. 48 - BLACK MOUNTAIN RANCH

RFQ NO.:	K-24-2206-DB2-3-A-C
RFP NO.:	K-24-2206-DB2-3
SAP NO. (WBS/IO/CC):	S-15015
CLIENT DEPARTMENT:	1912
COUNCIL DISTRICT:	5
PROJECT TYPE:	BC, IL, KA

PROPOSALS DUE:

2:00 PM SEPTEMBER 11, 2024

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

http://www.sandiego.gov/cip/bidopps/

A. CHANGES TO CONTRACT DOCUMENTS

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

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED** ON THE COVER PAGE.

B. ADDENDUM

- 1. To Addendum 3, Section B, CHANGES TO THE REQUEST FOR PROPOSALS, Item 1, page 2, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. To Request for Proposals, section 11, SELECTION AND AWARD SCHEDULE, subsections **11.1.4**, **11.1.5**, **11.1.6**, and **11.1.7**, page 9, **DELETE** in their entirety and **SUBSTITUTE** with the following:

11.1.4. Proposal Due Date September 11, 2024

11.1.5. Selection and Notification **November 2024**

11.1.6. Limited Notice to Proceed **February 2025**

Rania Amen, Director Engineering & Capital Projects Department

Dated: August 15, 2024

San Diego, California

RA/MJN/na

City of San Diego

CITY CONTACT: Rosa I. Riego, Senior Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426

ADDENDUM 6 PROPOSAL DOCUMENTS





FOR

FIRE STATION NO. 48 - BLACK MOUNTAIN RANCH

RFQ NO.:	K-24-2206-DB2-3-A-C
RFP NO.:	K-24-2206-DB2-3
SAP NO. (WBS/IO/CC):	S-15015
CLIENT DEPARTMENT:	1912
COUNCIL DISTRICT:	5
PROJECT TYPE:	BC, IL, KA

PROPOSALS DUE:

2:00 PM SEPTEMBER 11, 2024

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

http://www.sandiego.gov/cip/bidopps/



coar

DESIGN GROUP

City of San Diego

RFP No. K-24-2206-DB2-3

TECHNICAL PROPOSALFire Station No. 48
Black Mountain Ranch

September 11, 2024



COVER LETTER

September 11, 2024

Rosa I. Riego Sr. Contract Specialist, City of San Diego 1200 Third Ave., Suite 200 San Diego, CA 92101

RE: Fire Station No. 48 - Black Mountain Ranch

Dear Rosa,

We are one step closer to achieving a new Fire Station No. 48 project, a 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 | COAR design-build team has successfully managed 68 design-build projects between our two firms. Additionally, many of 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.

The Level 10 | COAR design-build team is honored to submit our proposal for the Fire Station No. 48 project. On behalf of the Level 10 | COAR design-build team, thank you for your consideration

Mike Conroy, Vice President of Operations

Level 10 Construction

12626 High Bluff Drive, Ste. 250

San Diego, CA 92130

(858) 531-7058

Jeff Katz, AIA, Principal COAR Design Group

9640 Granite Ridge Dr., Suite 130

San Diego, CA 92123

(707) 544-3920



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1. SUBMITTAL REQUIREMENTS

REQUIREMENTS - LEVEL 10 CONSTRUCTION

Legal Name: Level 10 Construction, LP 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, 858-531-7058

Number of Employees in San Diego County: 57

City of San Diego Business License Number: B2013056480 City of San Diego Business License Expiration Date: 9/30/2024

State Contractor's License Number: 967797

State Contractor's License Classification: B – General Building

State Contractor's License Expiration Date: 11/30/2025

REQUIREMENTS - COAR DESIGN GROUP

Legal Name: COAR Design Group Legal Form of Company: Corporation

Year of Establishment: 1992 Parent Company: N/A

Main Office Address: 9640 Granite Ridge Drive, Suite 130, San Diego, CA 92123 San Diego Office Address: 9640 Granite Ridge Drive, Suite 130, San Diego, CA 92123 Firm Contact: Jeff Katz, President, Principal-in-Charge, jeff@coargroup.com, 619-504-0984

Number of Employees in San Diego County: 27

City of San Diego Business License Number: B1992008372 City of San Diego Business License Expiration Date: 9/30/2024 Professional Engineering/Architect License Number: C18223

Professional Engineering/Architect License Expiration Date: 9/30/2025

ACKNOWLEDGMENT OF ADDENDA

The Level 10 | COAR design-build team confirms receipt of:

- ✓ Addendum No. 1, released July 23, 2024
- ✓ Addendum No. 2, released July 24, 2024
- ✓ Addendum No. 3, released August 1, 2024
- ✓ Addendum No. 4, released August 7, 2024
- ✓ Addendum No. 5, released August 15, 2024
- ✓ Addendum No. 6, released September 10, 2024

EXCEPTIONS TO THIS RFP

The Level 10 | COAR design-build team does not have any exceptions to this RFP.



2. Summary of Proposal



2. SUMMARY OF PROPOSAL

The Level 10 | COAR design-build team is honored to submit our proposal for the City of San Diego Fire Station No. 48 project. This Summary of Proposal provides a high-level overview of the information included in the following pages.

PROJECT TEAM

We have included our Design-Build Team's relevant experience and expertise, as well as our team structure, that will ensure a successful project for the City of San Diego. The Level 10 | COAR design-build team includes skilled, knowledgeable individuals, and a local group of highly qualified consultants and subcontractors that will enable us to exceed expectations in all fields. Our Project Leadership Team will be led by John Bunje, experienced in fire station construction, essential facility construction and your main point of contact; and Jeff Katz of COAR. with executive oversight by Level 10's Vice President, Mike Conroy. They are accountable for the project, will provide guidance and high-level decision-making, and allocate firm resources.

TECHNICAL APPROACH AND DESIGN CONCEPT

We are excited to present the City of San Diego with a design for an exciting, modern, functional, and comfortable fire station that will operationally maximize efficiency and comfort for fire personnel and aesthetically fit within the surrounding Black Mountain Ranch community. This new facility will be designed and constructed with close attention to the daily wear and tear that emergency response facilities must withstand. The exterior

was chosen for both its attractiveness and its permanence, with interior finishes chosen for their long lifespan, durability, and low maintenance. The building will have a strong civic presence while embracing the desired style of Black Mountain Ranch community members. Level 10 and COAR Design Group will communicate with the City openly and often to bring this design to life.

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 Procore 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.

We have also identified ways to mitigate the impacts of construction noise, construction traffic and construction dust to the community. As the project evolves, we will continuously re-evaluate these impacts and how we can address any new items that may develop during the project.

EQUAL EMPLOYMENT AND CONTRACTING OPPORTUNITY

We have included the required EOCP documentation as required.

REQUIREMENTS, CERTIFICATIONS AND FORMS

We have included required information in **Tab** 1. We have included certifications and forms as required per the RFP in **Tab** 7.



3. PROJECT TEAM

TEAM QUALIFICATIONS AND MANAGEMENT PLAN

The Level 10 | COAR design-build team 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. The Level 10 | COAR design-build team has successfully managed 68 design-build projects between our two firms. Level 10 is currently constructing the design-build City of San Diego Torrey Pines Fire Station project and completed the Palomar Community College District Maintenance and Operations Complex. This design-build project has received 16 awards to date including the 2019 DBIA National Award of Merit for Educational Facilities. COAR has worked on over 100 fire station projects, including the City of San Diego Fire Station 51 and San Diego County Fire Station No. 44. Our team's expertise and experience will drive value to this project and ensure a quality project delivered on time and within budget.

As a design-build project, you are contracting with a single entity led by Level 10. We have organized our team to provide a structure for project oversight, team integration, and successful results. Our Project Leadership Team will be led by John Bunje, experienced in fire station construction, essential facility construction and your main point of contact; and Jeff Katz of COAR, with executive oversight by Level 10's Vice President, Mike Conroy. They are accountable for the project, will provide guidance and high-level decision-making, and allocate firm resources. Jeff is a leader in design-build delivery and is nationally recognized as an expert designer of public safety facilities.

The core design and construction team is comprised of preconstruction, design and construction expertise. Project Manager, Stephen Shores, and Design Team Project Manager, Malina Villanueva, 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. Christie Jewett, Design Principal, brings specific fire station expertise including the County of San Diego Pine Valley Fire Station No. 44, the City of Chula Vista Fire Stations No. 3, No. 5, and No. 10. The design team is rounded out by a group of carefully selected consultants who have relevant experience.

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.

Superintendent, Patrick Schroeder, will provide invaluable construction expertise throughout the early phases of the work and then coordinate all aspects of construction in the field. Patrick will all be supported in the field by the Project Team including John Bunje and Stephen Shores as well as a fulltime Project Engineer. Patrick will also have the support of Level 10's corporate safety department and San Diego Regional Safety Manager Lisa Kane. Safety is our top priority, which is demonstrated by our completion of more than 9.7 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.

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 2024, Level 10 was ranked the #2 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 250 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, as well as Austin, Texas.

Our core values include Safety, Relationships, Quality, Innovation and Adaptability. Those values guide every decision we make and every action we take.

Level 10 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. All of these are a testament to the quality found in the culture that makes up Level 10.

Level 10 is currently nearing completion of the City of San Diego Torrey Pines Fire Station project. Awarded to Level 10 in 2021, this project will house the first electric fire apparatus in the City of San Diego, and will serve as a standard for the design and construction of future fire stations. The project faced several hurdles including unprecedented

CITY OF SAN DIEGO TORREY PINES FIRE STATION CASE STUDY

Level 10 is currently nearing completion of the City of San Diego Torrey Pines Fire Station project. Awarded to Level 10 in 2021, this project will house the first electric fire apparatus in the City of San Diego, and will serve as a standard for the design and construction of future fire stations. The project faced several hurdles including unprecedented cost escalation arising from the COVID-19 pandemic as well as delays due to severe weather, including the first Tropical Storm to make landfall in Southern California in over 84 years. Through all of these challenges, the Level 10 team remained focused and dedicated to its obligations to build and deliver a state of the art facility for the City of San Diego Fire Rescue Department. By focusing on our core values of safety, innovation, and adaptability, the project will be completed despite these challenges.







cost escalation arising from the COVID-19 pandemic as well as delays due to severe weather, including the first Tropical Storm to make landfall in Southern California in over 84 years. Through all of these challenges, the Level 10 team remained focused and dedicated to its obligations to build and deliver a state of the art facility for the City of San Diego Fire Rescue Department. By focusing on our core values of safety, innovation, and adaptability, the project will be completed despite these challenges.

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.

COAR DESIGN GROUP – DESIGN & INTERIOR DESIGN SPECIALISTS

COAR Design Group is a nationally recognized design firm with offices in San Diego and Santa Rosa, California. We specialize in public projects with an emphasis on fire stations and public safety facilities. At COAR, a combination of COmmunity ARchitects, we value opportunities to bring people together and positively impact the community.

Our projects earn high marks from clients and end users for functionality, innovative design, and incorporation of durable, low-maintenance materials. We believe the true measure of design excellence is a fire station's ability to hold up over time to the heavy use it receives on a daily basis. With years of experience

working on fire station projects, our clients return to us time and time again because we can accomplish projects without sacrificing design quality.

We are honored to be part of a nationally selected group of architects chosen to meet with public safety personnel as subject matter experts at the Firehouse Magazine Station Design Conference. There, our team will personally review and discuss options for municipalities facing roadblocks with their station projects at any stage, from inception to land acquisition, feasibility, design, or construction. Having provided support to hundreds of fire station designs, we bring expertise in not only designing but delivering projects on time and on budget that few can match.

With our home office in San Diego, we have been fortunate to work on numerous fire stations right here in our own community. This includes the City of San Diego Fire Station No. 51 and the design-build San Diego County Fire Station No. 44. We are excited at the opportunity to continue working with the City of San Diego on Fire Station No. 48.

DEGENKOLB ENGINEERS – STRUCTURAL

Founded in 1940, Degenkolb Engineers' practice reflects more than eight decades of commitment to expertise, client service, and life-long learning. We deliver customized structural solutions that meet every project need whether those needs are meeting stringent codes, meeting a bottom line, sticking to a hard construction schedule, or developing

a structural system that creates a landmark. Degenkolb Engineers approaches each project with the goal of developing a uniquely tailored solution that meets the project objectives and vision at the best value possible. As structural engineering experts we aim to:

- Use the right structural solutions to achieve the project vision. For some buildings, conventional solutions are very effective, and for others, unique solutions, sometimes using advanced technologies, must be developed and navigated through the approval process.
- Respect the importance of excellence in design, we will use innovative solutions that allow us to deliver the best structural options that do not compromise design.
- Design next-generation, sustainable facilities that will enhance the lives of the community members.

MCPARLANE & ASSOCIATES – MECHANICAL, PLUMBING & INSTRUMENTATION CONTROLS

McParlane & Associates, Inc. (MPA) is a full-service mechanical, electrical, and plumbing (MEP) engineering consulting firm who delivers an integrated approach in costeffective, energy-efficient, high-performance strategies for the built environment. We've designed mechanical and plumbing systems for over 30 fire stations in California in our 34+ years in business. Our major project sectors are civic, high-education, laboratory, and healthcare.

Our team brings a wealth of skills, values, and expertise to each project with our unique approach that draws on over 40 years of experience. Principal level involvement helps ensure the best qualified individuals are integrated into the design process ensuring responsive, high-quality engineering. Dedication, collaboration, and quality are the cornerstones that have allowed MPA to enjoy lasting relationships with our clients, and we welcome all new clients with the same committed philosophy.

ELEN CONSULTING – ELECTRICAL AND DATA & COMMUNICATIONS

ELEN Consulting, Inc. is a Mechanical, Electrical and Plumbing (MEP) Consulting firm with extensive experience in energy efficient HVAC, power and lighting systems for a variety of manufacturing projects, including libraries, commercial, educational, municipal, hospitality, gaming/casinos, entertainment, retail, urban residential. data-processing, bio-tech and other hightechnology facilities. Principals that head our firm hold over 100 years of combined technical experience with comprehensive knowledge of the most effective and technologically advanced systems available. As a Small Business Enterprise, we have prepared feasibility studies, deficiency analysis, and master planning documents for large campus type facilities. Our company is vastly experienced with assistance during construction activities including but not limited to performing construction observations, value engineering studies, and commissioning of various facilities.

The services provided include BIM (Building Information Modeling); commissioning; construction cost estimates; preparation of construction documents and specifications; bidding; and post-construction administration.

PRINCE ENGINEERING – CIVIL & CORROSION

Prince Consulting brings extensive civil design experience on fire station projects and a vast network of experts in specialties such as pipeline design, signals, and stormwater. Our approach to projects is to raise awareness early to the most critical aspects of a specific site and communicate early and effectively with the team to keep a project moving forward and avoid surprises. For the City of San Diego Fire Station 48, we understand the challenges with pipeline relocation, environmental constraints, and permitting and jurisdictional challenges with the City, County, and Olivenhain Water District and are ready to help the team, City, and Fire Department get a project built successfully.

PARTERRE – LANDSCAPE ARCHITECTURE

Parterre has an extensive background in all aspects of landscape architectural design with an emphasis in park and recreation and public facilities design. Parterre has completed the design and construction documentation for twenty-four fire station sites throughout San Diego County. Parterre's knowledge of Southern California's regional environmental settings, native and naturalized plant materials, irrigation design principles and environmentally preferable landscape products have reduced negative impacts on project sites.

DREW GEORGE & PARTNERS – LEED CONSULTING

DGP provides guidance, support and documentation to meet the high performance standards of the LEED Rating Systems. From early planning through design, construction, and occupancy, our typical role is to help

integrate appropriate goals and assist the project team in meeting the project's sustainability requirements. Our pragmatic approach to the LEED certification process is the cornerstone of our success, resulting in achieving the contracted LEED certification level or higher on every project submitted to date. We provide high quality and cost-effective LEED consulting services for green buildings.

HABITAT RESTORATION SCIENCES, INC. (SUBSIDIARY OF DUDEK) – ENVIRONMENTAL

Habitat Restoration Sciences, Inc. (HRS), a wholly owned subsidiary of Dudek, provides comprehensive habitat restoration services for large and small, long-term, native restoration and habitat establishment projects. For over 20 years, HRS has specialized in projects located in environmentally sensitive areas regulated by local, state, and federal agencies including the U.S. Army Corps of Engineers, California Department Fish and Wildlife, the Regional Water Quality Control Board and the California Coastal Commission. HRS' projects have successfully obtained approval and sign-off from these agencies.

As a habitat installation and maintenance contractor (CA CSLB Lic A, C-27, 842661), HRS' experience includes site preparation, non-native plant control (manual, mechanical and chemical), plant salvaging, hydroseeding, native plant and seed installation, temporary irrigation installation and maintenance, erosion control, BMP installation, and site maintenance. HRS crews are well trained and experienced working with native species and controlling invasive exotic weeds. HRS works closely with project stakeholders to facilitate successful mitigation implementation and maintenance.

BARNETT QUALITY CONTROL SERVICES, INC. DBA NOVA SERVICES, INC. – GEOTECHNICAL

Barnett Quality Control Services, Inc. dba
NOVA Services, Inc. worked with Level 10 on
the City's Fire Station 52 (Torrey Pines Fire
Station), where we provided a geotechnical
investigation and testing and inspection
services. We have a good working relationship
with the team members, which helps to keep
projects running seamlessly from design
through construction. In addition, NOVA is a
City of San Diego SLBE. As such, we are able
to help the team to reach their SLBE goals for
this project.

ORGANIZATIONAL CHART



PROJECT LEADERSHIP

John Bunje

Project Executive
Level 10

Jeff Katz

Principal-in-Charge

COAR

EXECUTIVE OVERSIGHT

Mike Conroy
VP of Operations
Level 10

DESIGN

- Christie Jewett, AIA, DBIA
 Design Principal
 COAR
- Matt Kingdon, AIA, NCARB
 Quality Assurance/Quality
 Control Principal
 COAR
- Malina Villaneuva, AIA, NCARB Project Manager

- **PRECON & CONSTRUCTION**
- Rob Leming
 Precon Executive
 Level 10
- Nick VerdisEstimatorLevel 10

- Stephen ShoresProject ManagerLevel 10
- Patrick Schroeder Superintendent
 Level 10

CONSULTANTS + SUBCONTRACTORS

- Prince Consulting SLBE/ELBE (Civil & Corrosion)
- Degenkolb(Structural)

COAR

- Paterre SLBE (Landscape Architect)
- ELEN Consulting
 (Electrical & Data and
 Communications)
- McParlane & Associates, Inc. SB

(Mechanical, Plumbing & Instrumentation Controls)

- Drew George & Partners (LEED Consulting)
- Habitat Restoration
 Sciences, Inc. (subsidiary of Dudek) (Environmental)
- NOVA Services, Inc. SLBE (Geotechnical)
- Subcontractors

SUPPORT

Specifier

- BIM Manager
- Scheduler

Safety Manager



29 YEARS OF EXPERIENCE

EDUCATION

Purdue University Bachelor of Science, Building Construction Management

PROFESSIONAL DESIGNATIONS/TRAINING

DBIA Associate LEED AP BD+C

REFERENCES

Palomar Community College District Dennis Astl, Manager, Construction & Facilities Planning (760) 744-1150 dastl@palomar.edu

JRMC Real Estate James McCann, President (760) 632-9400 jamie@jrmcre.com

University of San Diego Mary Whelan, Executive Director of University Design & Collections (619) 260-4261 mwhelan@sandiego.edu



BIOGRAPHY

Mike has more than 29 years of construction industry experience. As Vice President, 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 to meet the demands of the project.

PROJECT EXPERIENCE

City of San Diego | Torrey Pines Fire Station, San Diego

Two-story, 12,300 SF fire station with three drive-through apparatus bays. Includes a lobby, kitchen and dining, exercise room, locker turnout, ready room, dorm rooms, and a new emergency signalization mid-block in the public right of way. BIM. LEED Silver. **Design-build.**

\$16,500,000 | completion May 2024

Palomar Community College District | Maintenance and Operations Complex, San Marcos

New **design-build** 28,000 SF complex that includes two buildings: one for departmental offices and one for facilities. Targetin Living Building Challenge "Petal Certification" (which exceeds LEED Platinum).

\$15,346,964 | completion June 2018

MiraCosta Community College District | MiraCosta College Library Building Modernization, Oceanside

Design-build renovation and expansion of the library that includes office space, MEP upgrades, a lobby, acoustic upgrades learning centers, study areas, a computer lab, and a classroom. \$22,458,775 | completion January 2024

San Diego Unified School District | New Classroom Building at SD Charter School, San Diego

New two-story, 45,000 SF classroom building that includes classrooms, science classroom, offices, library, media center wet laboratory, work rooms, elevator, parking lot, playground equipment, temporary basketball courts, and landscaping. \$18,561,781 | completion February 2021

Qualcomm | SAN.AF TBS Rack Room, San Diego

3,000 SF renovation to an existing data center to increase the server capacity of the room. Improvements included installation of a new chilled water system, fan coil units, and corresponding electrical upgrades to support the additional HVAC loads.

Mike Conroy

Vice President of Operations

Complete removal and replacement of interior finishes including flooring, ceiling, and lighting **Design-build.**

\$546,000 | completion August 2021

Museum of Contemporary Art, San Diego | La Jolla Expansion, La Jolla

55,400 SF expansion which includes 11,000 SF of gallery space and a 9,500 SF auditorium. Scope includes a new parking garage with 41 stalls, a new main entry and bookstore, an outdoor terrace, auditoriums, a café, and an art loading dock.

\$61,126,032 | completion December 2021

University of San Diego | Knauss School of Business, San Diego

72,000 SF ground-up building that includes instructional space, collaboration spaces, computer and financial labs, and office \$61,733,182 | completion June 2022

Francis Parker School | Phase 8 Athletic Complex, San Diego

48,770 SF project that consists of a new athletic complex on top of a post-tension concrete parking structure and an aquatics center. The project includes a pool, basketball court, locker rooms, multi-purpose classrooms, and offic space.

\$32,450,000 | completion September 2024

San Diego Community College District | City College Science Building, San Diego*

98,000 SF four-story building that included state-of-the-art classrooms and labs, a teaching garden, a rooftop observation deck and a planetarium.

\$40,000,000 | completion November 2012



University of San Diego | School Leadership and Education Sciences, San Diego*

147,645 SF, two-story building, including classrooms, offices, conference rooms and a auditorium with a below-grade parking structure. \$35,700,000 | completion August 2007

University of San Diego | Joan B. Kroc Institute for Peace and Justice, San Diego*

New 87,750 SF two-story, steel frame structure over a two-level 87,763 SF subterranean concrete podium parking garage. Interior spaces include a 330-seat auditorium, multipurpose and break-out rooms, classrooms, conference space, offices, mediation conference center, recordin studio, and food service/deli with indoor/outdoor seating.

\$27,000,000 | completion August 2001

University of San Diego | Student Life Pavilion Addition and Hahn University Center, San Diego*

55,000 SF. Included a servery, dining room, convenience store, game room, offices, studen lounge, and faculty staff bar/lounge. Phased \$35,000,000 | completion November 2009

Illumina | Chrysalis Metrology Lab, San Diego Repurposing of office space to lab space Design-build.

\$486,993 | completion December 2017

University of California San Diego | Mayer Hall, Palacci Lab Renovation, La Jolla

1,300 SF renovation of lab space that includes the renovation of three existing lab spaces and one office space into four new labs an 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. **Design-build.** \$569,780 | completion March 2015



John Bunje

Project Executive

23 YEARS OF EXPERIENCE EDUCATION

Santa Clara University Bachelor of Science, Commerce, Operations and Management Info Systems

PROFESSIONAL DESIGNATIONS/TRAINING

CPR/ERT/First Aid DBIA Associate LEED AP BD+C

REFERENCES

Sargon Masonry Michael Burnaz, Chief Operating Offic (949) 813-9638 mikeburnaz@gmail.com

Kavanagh Associates John Kavanagh, Partner (858) 549-6744 mrjmk@kavassoc.com

McFarlane Architects Neal McFarlane, President (858) 453-1150 nkm@mcfarlanearchitects.com



BIOGRAPHY

As Project Executive, John mentors and manages the project team, and works to develop strong, collaborative relationships with project partners and owners. John works with the project team from preconstruction through closeout to develop and implement the project execution plan, and to analyze and resolve issues. John also oversees contract terms, and provides oversight and involvement on pricing, schedule, safety and quality.

PROJECT EXPERIENCE

City of San Diego | Torrey Pines Fire Station, San Diego

Two-story, 12,300 SF fire station with three drive-through apparatus bays. Includes a lobby, kitchen and dining, exercise room, locker turnout, ready room, dorm rooms, and a new emergency signalization mid-block in the public right of way. BIM. LEED Silver. **Design-build.**

\$16,500,000 | completion May 2024

Nokia | R&D Headquarters, San Diego*

196,000 SF TI buildout from existing warm shell space and design-build construction of new 6,200 SF outbuilding. Design-build delivery of MEP systems. Teamed with landlord to deliver space within terms specified under lease. Fast-track GMP delivery with total timeframe from design kick-off to tenant occupancy of 7 months. Construction of a new server room including installation of cold-aisle containment cooling system UPS and emergency generator, complete cafeteria and dining facilities, full office buildout and 40,000 SF of electronics laboratory space Coordination of owner's contractors for specialized laboratory equipment and furnishings. BIM was utilized for the MEP coordination. LEED Gold certification

\$19,800,000 | completion September 2010

University of California San Diego | SIO MESOM Laboratory, San Diego*

Ground-up, 40,000 SF, three-story research laboratory, including wet and dry labs, lab support space, open workspace, private offices, conference rooms and informal gathering areas. Th project is a cast-in-place architectural concrete structure and included shut-down and tie-in of new electrical feeds from existing UCSD medium-voltage power supply, and installation of permanent and temporary design-build retaining wall systems. Project team built a complete Revit model of the building, including MEP systems, structural systems, exterior finishes and casework. LEED Platinum certified

\$26,500,000 | completion May 2013

John Bunje



Museum of Contemporary Art, San Diego | La Jolla Expansion, La Jolla

55,400 SF expansion which includes 11,000 SF of gallery space and a 9,500 SF auditorium. Scope includes a new parking garage with 41 stalls, a new main entry and bookstore, an outdoor terrace, auditoriums, a café, and an art loading dock

\$61,126,032 | completion December 2021

Sidney Kimmel Cancer Center (now Burnham Institute) | Building 3, San Diego*

90,000 SF facility, including a 60,456 SF, two-story laboratory over a subterranean parking garage with a 10,622 SF vivarium. BIM utilized for MEP coordination.

\$20,284,000 | completion November 2006

University of California San Diego | Engineering Building Unit 3B, San Diego*

146,511 SF computer science and engineering building, including research labs, undergraduate labs, faculty offices and administration suppor \$32,000,000 | completion June 2005

San Diego Zoo Global | Wgasa Bush Line Railway Replacement and East Africa Boma Animal Care Facility, San Diego*

Replacement of the Wild Animal Park's existing monorail system with a new 14-foot-wide, 2.5-mile-long concrete tour road for biodiesel-powered, rubber-tired vehicles. Included construction of a new passenger loading station, a 10,000 SF maintenance facility, the East Africa Boma animal care facility, and the Great Rift Lift elevator tower and walkway.

\$31,000,000 | completion January 2008

Symantec Corporation Veritas | Corporate Campus II, Milpitas*

445,000 SF construction of three buildings of a planned six-building campus oriented around an open courtyard.

\$53,000,000 | completion September 2002

Abovenet Communications | Internet Service Exchange Facility ISX-SJ3, San Jose*

Complete remodel and structural upgrade of an existing 111,554 SF, single- story building for construction of co-location data center rooms. \$62,600,000 | completion September 2000

Qualcomm | SAN.AF TBS Rack Room, San Diego

3,000 SF renovation to an existing data center to increase the server capacity of the room. Improvements included installation of a new chilled water system, fan coil units, and corresponding electrical upgrades to support the additional HVAC loads. Complete removal and replacement of interior finishes including flooring, ceiling, and lighting. **Design-build.** \$546,000 | completion August 2021

Tanox, Inc. | Formulation Room Expansion, San Diego*

450 SF expansion of an existing formulation room into a tissue culture room for trial runs of new pharmaceuticals. **Design-build.** \$180,000 | completion April 2005



EDUCATION

Texas A&M University Bachelor of Science, Construction Science

PROFESSIONAL DESIGNATIONS/TRAINING

CPR/First Aid OSHA 30

REFERENCES

Google Carl Tharp, Project Manager 9252977448 ctharp@google.com

Miller Hull Partnership Heather Ruszczyk, Project Architect hruszczyk@millerhull.com

Apple
Dominic Coates, Sr. Construction
Manager
dominic_coates@apple.com



BIOGRAPHY

As Project Manager, Stephen 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.

PROJECT EXPERIENCE

City of San Diego | Torrey Pines Fire Station, San Diego

Two-story, 12,300 SF fire station with three drive-through apparatus bays. Includes a lobby, kitchen and dining, exercise room, locker turnout, ready room, dorm rooms, and a new emergency signalization mid-block in the public right of way. BIM. LEED Silver. **Design-build.**

\$16,500,000 | completion May 2024

ViaSat | Bressi Ranch, Carlsbad*

23-acre corporate campus comprised of six multi-story and mixed-use developments and two parking garages. Project included a 12,000 SF, two-story steel framed building with a basement constructed on soil nail wall utilizing stud framing, CIP walls, and CMU walls with a slab-on-deck roof for future live-space roof. TI included new full-service kitchen, café, a large conference room, seating areas, and extensive low voltage/data networking. Site amenity package included topcast architectural sidewalks; stairs and walks; dasso walkways and patios; fireplaces; seven stand-alone shade structures; bocce courts; extensive site lighting; wifi and speaker routing; and landscape hardscape.

\$150,000,000 | completion March 2019

Confidential | Data Center, Houston*

New ground-up construction of two 2-story 150,000 SF + precast data centers built simultaneously. Other details are confidential \$80,000,000 | completion June 2013

Confidential | Data Center, Houston*

New ground-up construction of two single-story 150,000 SF + precast data centers built simultaneously. Other details are confidential

\$60,000,000 | completion June 2013



Project Manager



Five-story, 160,000 SF, fast-track TI that includes four lab chambers; office space; break rooms huddle rooms; conference rooms; a prominent lobby; compressed air system; MSA upgrade; and removal and upsizing of RTU AHU. \$confidential | completion April 2021

Confidential Client | SND12, San Diego

44,194 SF TI project that includes a R&D lab with specialty equipment; 23 RF chambers; ancillary IT space; generator with UPS back-up; specialty dry fire suppression system; and a generator pad with containment.

\$confidential | completion May 2022

Confidential Client | SND19, San Diego

63,412 SF fast-track, multi-phased TI project that includes a R&D lab with specialty equipment, RF chambers, ancillary IT space, generator with UPS back-up, and specialty dry fire suppression system.

\$confidential | completion October 2022

Confidential Client | SND07 AMS EV, San Diego

600 SF lab change that involved adding rooftop and ground level processed chilled water equipment and associated piping in an occupied building.

\$confidential | completion February 2022



General Growth Properties | Woodlands Garages & Expansion, Houston*

New construction of two garage structures totaling five levels, 545 spaces, connecting pedestrian bridge, and new mall anchor pad. Construction occurred in operating mall and surrounding restaurants. Included underground utility reroutes, power load expansion, and zero downtime of mall operations.

\$13,000,000 | completion March 2017

General Growth Properties | Baybrook Fidelity, Houston*

New core and shell for two buildings on existing mall property totaling 8,500 SF with coordination for leased tenants.

\$2,000,000 | completion March 2017

General Growth Properties | Willowbrook Expansion, Houston*

Food court expansion and rejuvenation combined with mall ownership office relocat and expansion. Construction was concurrent with mall anchor store expansion for building pad and extensive underground utility rerouting and power load expansion with zero downtime of mall operations.

\$8,750,000 | completion March 2017



Rob Leming

Preconstruction Executive

21 YEARS OF EXPERIENCE **EDUCATION**

Kansas State University Bachelor of Science, **Construction Management**

PROFESSIONAL DESIGNATIONS/ TRAINING

DBIA Associate Lean Enterprise Certifie LEED AP BD+C OSHA₁₀

REFERENCES

Palomar Community College District Dennis Astl, Manager, Construction & Facilities **Planning** (760) 744-1150 dastl@palomar.edu

Gensler Marin Gertler, AIA, LEED, Associate Senior Director (619) 557-2564 marin_gertler@gensler.com

LPA Matthew Porreca, Design Director (619) 871-0412 mporreca@lpainc.com



BIOGRAPHY

As Preconstruction Executive, Rob strategically plans, directs and coordinates preconstruction activities. This includes creating preliminary budgets, tracking and communicating cost changes, providing VE feedback, and developing 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.

PROJECT EXPERIENCE

City of San Diego | Torrey Pines Fire Station, San Diego

Two-story, 12,300 SF fire station with three drive-through apparatus bays. Includes a lobby, kitchen and dining, exercise room, locker turnout, ready room, dorm rooms, and a new emergency signalization mid-block in the public right of way. BIM. LEED Silver. Design-build.

\$16,500,000 | completion May 2024

Palomar Community College District | Maintenance and **Operations Complex, San Marcos**

New **design-build** 28,000 SF complex that includes two buildings: one for departmental offices and one for facilities. Targetin Living Building Challenge "Petal Certification" (which exceeds LEED Platinum).

\$15,346,964 | completion June 2018

MiraCosta Community College District | MiraCosta College Library Building Modernization, Oceanside

Design-build renovation and expansion of the library that includes office space, MEP upgrades, a lobby, acoustic upgrades learning centers, study areas, a computer lab, and a classroom. \$22,458,775 | completion January 2024

California State University, San Marcos | University Student Union, San Marcos*

89,000 SF, four-story, structural steel building with concrete over metal deck. The **design-build** project was built into a hillside in order to house an outside amphitheater in the center of the structure.

\$37,000,000 | completion September 2013

San Diego Unified School District | New Classroom Building at SD Charter School, San Diego

New two-story, 45,000 SF classroom building that includes classrooms, science classroom, offices, library, media center wet laboratory, work rooms, elevator, parking lot, playground equipment, temporary basketball courts, and landscaping. \$18,561,781 | completion February 2021

Rob Leming

Preconstruction Executive



55,400 SF expansion which includes 11,000 SF of gallery space and a 9,500 SF auditorium. Scope includes a new parking garage with 41 stalls, a new main entry and bookstore, an outdoor terrace, auditoriums, a café, and an art loading dock.

\$61,126,032 | completion December 2021

San Diego Community College District | Cesar Chavez Campus, San Diego*

67,924 SF facility with 22 classrooms. Includes a multi-purpose room, offices, and a 70,000 S underground parking garage.

\$28,000,000 | completion December 2014

Cuyamaca Community College District | Cuyamaca College Business and Technology Building, El Cajon*

Two adjoining two-story buildings totaling 45,000 SF. The buildings house classrooms for computer and information studies and other technology related courses.

\$18,000,000 | completion December 2007

San Diego Community College District | City College Career Technology Center, San Diego*

Five-story, 85,000 SF building with a lecture theater. Also the new headquarters for City College Campus Police, the project includes a new parking structure.LEED Silver. \$63,000,000 | completion 2009

Grossmont-Cuyamaca Community College District | Cuyamaca College Communication Arts Building, El Cajon*

90,000 SF facility, including multidisciplinary labs and a 90-seat digital theater.

\$44,000,000 | completion 2006

LEVEL 10

San Diego Community College District | Mesa College Student Services Building, San Diego*

New four-story, 85,000 SF building includes new facilities for student services on campus. Includes classrooms, conference areas, and a terrace café.

\$35,000,000

University of California San Diego | Mayer Hall, Palacci Lab Renovation, La Jolla

1,300 SF renovation of lab space that includes the renovation of three existing lab spaces and one office space into four new labs an 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. **Design-build.**

\$569,780 | completion March 2015

University of California San Diego | Urey Hall Q-Bio Rooms 6120 & 6124, La Jolla

2,000 SF renovation of lab space and teaching classroom. Work includes demolition of existing finishes and MEP systems and installation of new casework, fume hood, MEP systems, overhead unistrut equipment racks and architectural finishes **Design-build**.

\$553,685 | completion July 2015

San Diego Community College District | Cesar Chavez Campus Parking Structure, San Diego* Four-level parking structure with 320 parking spaces and rooften solar panels. Design build

spaces and rooftop solar panels. **Design-build.** \$7,200,000 | completion December 2014

Illumina | Chrysalis Metrology Lab, San Diego Repurposing of office space to lab space Design-build.

\$487,000 | completion December 2017



19 YEARS OF EXPERIENCE EDUCATION

San Diego State University Bachelor of Science, Civil Engineering

PROFESSIONAL DESIGNATIONS/TRAINING

Comprehensive Rigging CPR/First Aid Fall Protection Training OSHA 10 Scaffold User Trainin Trenching Safety Training

REFERENCES

City of San Diego Manuel Flores Meza, Associate Engineer Civil (858) 573-5019 MFloresMeza@sandiego.gov

Turner & Townsend Aline Mak, Associate Director (415) 860-1634 aline.mak@turntown.com

Apple John Nguyen, Real Estate & Development (408) 805-6770 john_nguyen2@apple.com



BIOGRAPHY

As Superintendent, Patrick has direct responsibility for field management, ensuring a safe work environment and quality workmanship, and maintaining the project schedule and budget. Patrick initiates, coordinates and supervises all operations from the beginning of the project until completion and acceptance by the owner.

PROJECT EXPERIENCE

City of San Diego | Torrey Pines Fire Station, San Diego

Two-story, 12,300 SF fire station with three drive-through apparatus bays. Includes a lobby, kitchen and dining, exercise room, locker turnout, ready room, dorm rooms, and a new emergency signalization mid-block in the public right of way. BIM. LEED Silver. **Design-build.**

\$16,500,000 | completion May 2024

U.S. General Services Administration | San Ysidro Land Port of Entry Phases 1 & 2, San Diego*

317,000 SF modernization and expansion of existing port. **Design-build.**

\$339,000,000 | completion 2019

Confidential Client | SND14, San Diego

83,080 SF fast-track, multi-phased TI project with open office an ancillary spaces, R&D lab, and four multi-purpose R&D labs. \$confidential | completion May 2022

Sharp HealthCare | Rancho Bernardo Medical Office Building & Parking Structure, San Diego*

100,060 SF structural steel MOB and cast-in-place parking structure.

\$31,100,000 | completion 2016

U.S. General Service Administration | GSA Federal Courthouse, San Diego*

467,000 SF structural steel high-rise with exposed architectural concrete elevator core and cast-in-place parking structure. \$300,000,000 | completion 2012



EDUCATION

East Carolina University Bachelor of Science, Construction Management

PROFESSIONAL DESIGNATIONS/TRAINING

LEED GA
DBIA Associate
CPR/First Aid
OSHA 30
Excavation Safety Training
QSP

REFERENCES

MiraCosta Community College District Adam Voll, Project Manager, Capital Improvement Program Team (916) 705-6563 avoll@kitchell.com

Miller Hull Partnership Scott Wolf, Partner (206) 682-6837 swolf@millerhull.com

Top Out Construction
Management
Dean Schumacher, Construction
Manager
(760) 73-5796
dschumac21@gmail.com



BIOGRAPHY

As Estimator, Nick is responsible for working with the design team and owner to prepare accurate and timely budgets, estimates and pre-bid packages. Nick 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.

PROJECT EXPERIENCE

City of San Diego | Torrey Pines Fire Station, San Diego

Two-story, 12,300 SF fire station with three drive-through apparatus bays. Includes a lobby, kitchen and dining, exercise room, locker turnout, ready room, dorm rooms, and a new emergency signalization mid-block in the public right of way. BIM. LEED Silver. **Design-build.**

\$16,500,000 | completion May 2024

MiraCosta Community College District | MiraCosta College Library Building Modernization, Oceanside

Design-build renovation and expansion of the library that includes office space, MEP upgrades, a lobby, acoustic upgrades learning centers, study areas, a computer lab, and a classroom. \$22,458,775 | completion January 2024

University of San Diego | Knauss School of Business, San Diego

72,000 SF ground-up building that includes instructional space, collaboration spaces, computer and financial labs, and office \$61,733,182 | completion June 2022

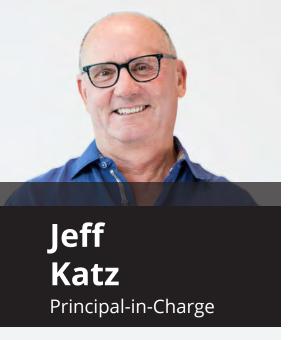
Confidential Client | SND19, San Diego

63,412 SF fast-track, multi-phased TI project that includes a R&D lab with specialty equipment, RF chambers, ancillary IT space, generator with UPS back-up, and specialty dry fire suppression system.

\$confidential | completion October 2022

Confidential Client | SND14, San Diego

83,080 SF fast-track, multi-phased TI project with open office an ancillary spaces, R&D lab, and four multi-purpose R&D labs. \$confidential | completion May 2022



EDUCATION

Bachelor of Architecture, California Polytechnic State University, San Luis Obispo, CA

PROFESSIONAL DESIGNATIONS/TRAINING

Architect, CA: #C18223 AIA: #30060750 NCARB: #37272

REFERENCES

City of Chula Vista Jonathan Salsman, Sr. Civil Engineer (619) 397-6115 jsalsman@chulavistaca.gov

City of Pleasanton Steve Kirkpatrick, Former Director of Engineering (925) 918-7006 stevekirkpatrick2010@yahoo.com

Lakeside Fire Protection District George Tockenstein, Project Manager (319) 372-2765 gtockensetin@cox.net



BIOGRAPHY

Jeff's collaborative and engaging style, practical and straightforward approach, and 39 years of proven experience make him a favorite in the Public Safety Facility Market. He is nationally recognized as an expert designer of public safety facilities by publications such as Engineering News Record and FireHouse Magazine. As Principal-in-Charge, Jeff will offer his insight and creative design solution to ensure the City receives a design that not only meets their expectations, but is exceptional for the community.

PROJECT EXPERIENCE

County of San Diego | Pine Valley Fire Station No. 44, Pine Valley

A new two-story **design-build** fire station of approx.14,000 sf which includes an apparatus bay, administrative/training area and living accommodations. The station implements low impact development standards and sustainable design principles, practices and performance. LEED Silver.

\$8,200,000 | completed January 2019

City of Chula Vista | Chula Vista Fire Station No. 10 at Millenia, Chula Vista

This **design-build** fire station consists of 12,575 sf and has 10 bunk rooms and 3 drive-thru apparatus bays. The dynamic design of the new station both complements the new Millenia development and also acts as a landmark for the community. Solar panels are utilized to offset the building's energy consumption.

\$8,300,000 | completed April 2020

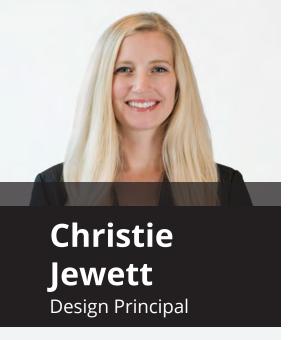
City of Chula Vista | Chula Vista Fire Stations No. 3 & 5, Chula Vista

These two **design-build** facilities were designed and constructed concurrently. Station 3 is a four-bay, 13,350 sf station and Station 5 is a three-bay, 12,310 sf station. Each station was designed to mold into the surround neighborhood context, offer state-of-the art facilities, and provide improved response times. \$16,300,000 | completed May 2021

OCFA| Mission Viejo Fire Station, Mission Viejo

The 14,500 sf, **design-build** two story station replaces an existing station on the same site. The Fire Station includes a three-bay apparatus room, turnout area, hose storage, workshop, storage areas, decontamination room, exercise room and patio, twelve bunk rooms and more.

\$14,000,000 (estimated) | currently in construction



EDUCATION

Bachelor of Science, Environmental Design, Master of Architecture, North Dakota State University, ND

PROFESSIONAL DESIGNATIONS/TRAINING

Architect, CA: #35526 DBIA: #1127055 NCARB: #78530

REFERENCES

City of Chula Vista Jonathan Salsman, Sr. Civil Engineer (619) 397-6115 jsalsman@chulavistaca.gov

Contra Costa County Fire District Jeff Peter, Assistant Fire Chief (925) 542-2303 jpete@cccfpd.org

Lakeside Fire Protection District George Tockenstein, Project Manager (319) 372-2765 gtockensetin@cox.net



BIOGRAPHY

Christie has more than 16 years of professional experience and has prepared construction documents for public and private sector projects. She excels in photo-realistic architectural renderings and manages the Building Information Modeling (BIM) process internally and across all team members. As Design Principal, Christie will be primarily involved in developing the preliminary design concepts for the project, making sure that early design decisions are followed as the design progresses.

PROJECT EXPERIENCE

County of San Diego | Pine Valley Fire Station No. 44, Pine Valley

A new two-story **design-build** fire station of approx.14,000 sf which includes an apparatus bay, administrative/training area and living accommodations. The station implements low impact development standards and sustainable design principles, practices and performance. LEED Silver. \$8,200,000 | completed January 2019

City of Chula Vista | Chula Vista Fire Station No. 10 at Millenia, Chula Vista

This **design-build** fire station consists of 12,575 sf and has 10 bunk rooms and 3 drive-thru apparatus bays. The dynamic design of the new station both complements the new Millenia development and also acts as a landmark for the community. Solar panels are utilized to offset the building's energy consumption.

\$8,300,000 | completed April 2020

City of Chula Vista | Chula Vista Fire Stations No. 3 & 5, Chula Vista

These two **design-build** facilities were designed and constructed concurrently. Station 3 is a four-bay, 13,350 sf station and Station 5 is a three-bay, 12,310 sf station. Each station was designed to mold into the surround neighborhood context, offer state-of-the art facilities, and provide improved response times. \$16,300,000 | completed May 2021

OCFA| Mission Viejo Fire Station, Mission Viejo

The 14,500 sf, **design-build** two story station replaces an existing station on the same site. The Fire Station includes a three-bay apparatus room, turnout area, hose storage, workshop, storage areas, decontamination room, exercise room and patio, twelve bunk rooms and more.

\$14,000,000 (estimated) | currently in construction



Matt Kingdon QA/QC Principal

15 YEARS OF EXPERIENCE

EDUCATION

Bachelor of Architecture, California Polytechnic State University, San Luis Obispo, CA

PROFESSIONAL DESIGNATIONS/TRAINING

Architect, CA: #C39713 AIA: #40806857 NCARB: #443594

REFERENCES

San Diego Humane Society Jane Elliot-Hughes, Sr. Director, Support Services (619) 299 - 7012 ext. 2357 jelliot-hughes@sdhumane.org

City of Irvine
Mike Cribbin, Community Services
Department Manager
(949) 724-6658
mcribbin@cityofirvine.or

Johnson & Jennings Dan Dreesen, Sr. Project Manager (858) 221-5800 ext. 114 dan@johnsonandjennings.com



BIOGRAPHY

Matt has prepared construction documents and provided construction administration for multiple public and private sector projects. He works closely with clients to develop relationships and closely collaborate, with experience ranging from fire stations to animal care facilities. As QA/QC Principal, Matt will oversee the development of drawings and documents. This includes management of the Quality Assurance and Quality Control process throughout design and documentation.

PROJECT EXPERIENCE

County of San Diego | Pine Valley Fire Station No. 44, Pine Valley

A new two-story **design-build** fire station of approx.14,000 sf which includes an apparatus bay, administrative/training area and living accommodations. The station implements low impact development standards and sustainable design principles, practices and performance. LEED Silver. \$8,200,000 | completed January 2019

City of Chula Vista | Chula Vista Fire Station No. 10 at Millenia, Chula Vista

This **design-build** fire station consists of 12,575 sf and has 10 bunk rooms and 3 drive-thru apparatus bays. The dynamic design of the new station both complements the new Millenia development and also acts as a landmark for the community. Solar panels are utilized to offset the building's energy consumption.

\$8,300,000 | completed April 2020

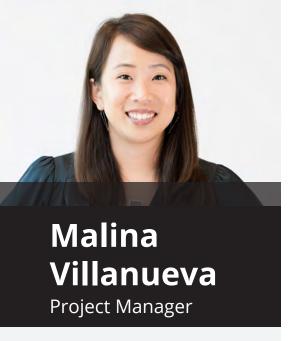
City of Chula Vista | Chula Vista Fire Stations No. 3 & 5, Chula Vista

These two **design-build** facilities were designed and constructed concurrently. Station 3 is a four-bay, 13,350 sf station and Station 5 is a three-bay, 12,310 sf station. Each station was designed to mold into the surround neighborhood context, offer state-of-the art facilities, and provide improved response times. \$16,300,000 | completed May 2021

OCFA| Mission Viejo Fire Station, Mission Viejo

The 14,500 sf, **design-build** two story station replaces an existing station on the same site. The Fire Station includes a three-bay apparatus room, turnout area, hose storage, workshop, storage areas, decontamination room, exercise room and patio, twelve bunk rooms and more.

\$14,000,000 (estimated) | currently in construction



EDUCATION

Bachelor of Architecture, California Polytechnic State University, San Luis Obispo, CA

PROFESSIONAL DESIGNATIONS/TRAINING

Architect, CA: #C39187 AIA: #38486789 NCARB: #101809

REFERENCES

City of Fresno Jay Ratliff, Engineering Inspecto (559) 621-5628 william.ratliff@fresno.go

City of Vista Public Works Jay Hanlon, Operations Manager (760) 643-5453 jhanlon@ci.vista.ca.us

City of Irvine Mike Cribbin, Community Services Department Manager (949) 724-6658 mcribbin@cityofirvine.or



BIOGRAPHY

Malina began her career with COAR Design Group after graduating from California Polytechnical State University, San Luis Obispo. She has proven herself to be one of our most valuable assets, excelling in CAD and BIM design and documentation, and technical graphics and detailing. As Project Manager, Malina will coordinate the architectural and consultant team through design and construction. She will manage the project team to ensure expectations of quality, schedule, contractual, and budget goals are met.

PROJECT EXPERIENCE

County of San Diego | Pine Valley Fire Station No. 44, Pine Valley

A new two-story **design-build** fire station of approx.14,000 sf which includes an apparatus bay, administrative/training area and living accommodations. The station implements low impact development standards and sustainable design principles, practices and performance. LEED Silver.

\$8,200,000 | completed January 2019

City of Chula Vista | Chula Vista Fire Station No. 10 at Millenia, Chula Vista

This **design-build** fire station consists of 12,575 sf and has 10 bunk rooms and 3 drive-thru apparatus bays. The dynamic design of the new station both complements the new Millenia development and also acts as a landmark for the community. Solar panels are utilized to offset the building's energy consumption.

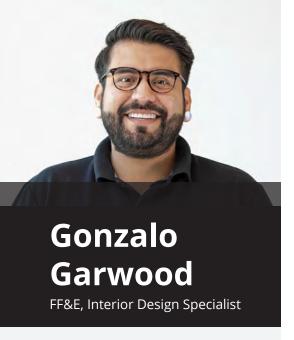
\$8,300,000 | completed April 2020

City of Chula Vista | Chula Vista Fire Stations No. 3 & 5, Chula Vista

These two **design-build** facilities were designed and constructed concurrently. Station 3 is a four-bay, 13,350 sf station and Station 5 is a three-bay, 12,310 sf station. Each station was designed to mold into the surround neighborhood context, offer state-of-the art facilities, and provide improved response times. \$16,300,000 | completed May 2021

City of San Diego | San Diego Fire Station No. 51, San Diego

This 14,000 sf, two story fire station replaces an existing temporary station on the same site. The Fire Station includes three drive thru app bays and houses ten fire personnel \$17,500,000 (estimated) | currently in design



EDUCATION

NewSchool of Architecture & Design
Bachelor of Architecture,
Architecture

PROFESSIONAL DESIGNATIONS/TRAINING

Associate AIA

REFERENCES

Jennifer Clark, Assistant Project Manager Roebbelen Contracting, Inc. (970) 218-8669 jenniferc@roebbelen.com



BIOGRAPHY

Gonzalo is a designer who has 8 years of experience assisting Project Managers and Job Captains in creating Construction Documents, Material Boards and FF&E packages. He has utilized his knowledge of graphic design and BIM documentation for a variety of public and private sector works, assisting on dozens of projects over the course of his years at COAR. As Interior Design Specialist, Gonzalo is responsible for creating comprehensive interior and exterior color boards and selecting appropriate materials.

PROJECT EXPERIENCE

City of Chula Vista | Chula Vista Fire Station No. 3 & 5, Chula Vista

COAR worked in partnership with EC Constructors to complete these two **design-build** stations. Both facilities were designed and constructed concurrently. Station 3 is a four-bay, 13,350 sf station and Station 5 is a three-bay, 12,310 sf station. Each station was designed to mold into the surround neighborhood context and offer state-of-the-art facilities for its end-users \$16,300,000 | Completion May 2021

City of Chula Vista | Chula Vista Fire Station No. 10 at Millenia, Chula Vista

This **design-build** fire station consists of 12,575 sf and has 10 bunk rooms and 3 drive-thru apparatus bays. The dynamic design of the new station both complements the new Millenia development and also acts as a landmark for the community. Solar panels are utilized to offset the building's energy consumption.

\$8,300,000.00 | completed April 2020

City of Santa Rosa | Santa Rosa Fire Station No. 5, Santa Rosa

This single story fire station will serve as a replacement for the previous Station that was lost in the Tubbs Fire. The Station will be relocating to a larger site, affording additional space to accommodate a larger facility capable of supporting up-staffin operations in the event of significant weather events. *Estimated \$16,800,000* | *In Construction*

City of Morgan Hill | Morgan Hill Butterfield Fire Station, Morgan Hill

After an initial site assessment of the 78,000 sf lot, the programming for this 6,065 sf station included evolution in design development and construction document stages. COAR developed multiple schemes for the design of the station. Estimated \$7,500,000 | In Construction



Doug Isaaks, PE Principal-in-Charge

40 YEARS OF EXPERIENCE

EDUCATION

San Diego State University, BS Mechanical Engineering

PROFESSIONAL DESIGNATIONS/TRAINING

Professional Engineer (PE), CA, 30090

REFERENCES

Sherwood Mechanical Bob Bridges, Director of Business Development and Preconstruction (858) 679-3000 bob.bridges@sherwoodmechanical. com

A.O. Reed & Company David Clarkin, President (858) 565-4131 dclarkin@aoreed.com

Project Management Advisors Kevin Legge, Vice President (619) 571-5819 levinl@pmainc.com



BIOGRAPHY

Doug will provide active involvement from the RFP submittal until the project is complete and ready for use. He will be involved from a high-level insuring that MPA exceeds client's expectations, has staffed the project accurately, and will spearhead the quality assurance reviews at each major milestone.

PROJECT EXPERIENCE

City of Chula Vista | Chula Vista Fire Station, Chula Vista The Chula Vista Fire Station project consisted of constructing a new 2-story, 12,500-sf structure. The structure includes three double deep apparatus bays, two Captain's offices and on shared office for engineers and firefighters, ten crew dormit rooms, crew bathrooms, dayroom, kitchen/dining room, gym, and ancillary functions. Design-bid-build.

\$8,125,000 | February 2020

City of Chula Vista | Chula Vista Fire Station No. 3 & No. 5, Chula Vista

The Chula Vista Fire Station No. 3 & No. 5 project consisted of the construction of two new fire stations on the west side of Chula Vista. The stations constructed are Fire Station 3 replacement, located at 1095 Alpine Avenue, and Fire Station 5 replacement, located at 341 Orange Avenue, Chula Vista. The stations have three large apparatus bays, eight dorms, four individual offices and are between 11,500 sf and 12,500 sf in size, including apparatus bays. **Design-bid-build**.

\$13,400,000 | May 2021

County of San Diego DGS | Pine Valley Fire Station No. 44, Pine Valley

Pine Valley Fire Station No. 44 consisted of the demolition of a single-story 6,900-sf structure and the construction of a 2-story fire station of approximately 13,810 sf with related site improvements. The new building consists of offices and relate support spaces, kitchen and dining room, dayroom, fitness room, dorm rooms, restroom and shower areas, IT room, lobby, janitor/water heater room, apparatus bays, locker/turnout area, decontamination area, workshop, SCBA repair and storage room, compressor room, generator room, conditioned medical storage area, hose and miscellaneous storage areas, machine rooms, and laundry areas. **Design-bid-build**.

\$8,200,000 | December 2019



Matt Mantanona

Project Manager

24 YEARS OF EXPERIENCE

EDUCATION

ITT Technical Institute, BS, Construction Management

PROFESSIONAL DESIGNATIONS/TRAINING

Leadership in Energy and Environmental Design, Accredited Professional (LEED AP)

REFERENCES

ID Studios Rich Guerena, Associate Principal (858) 523-9836 guerena@idstudiosinc.com

CPCArchitects Jean-Claude Constandse, Principal (760) 585-2263 jean-claude@cpcarchitects.com

Delawie Alison Morita, Principal (619) 299-6690 amorita@delawie.com



BIOGRAPHY

Matt will execute his responsibility as Project Manager by ensuring that the project team is properly and adequately staffed, communicating with the team to make certain that the desired scope of work is executed in a timely manner and cost-effective manner while maintaining client satisfaction, effectiv communication with all project team members, and attention to detail.

PROJECT EXPERIENCE

City of Vacaville | Vacaville Fire Station No. 73, Vacaville

The Vacaville Fire Station No. 73 project consisted of a new 8,950 sf fire station. The single-story facility includes the following spaces: lobby, office, restrooms captain's office, kitchen, t room, 5 dorm spaces, captain's dorm, covered patio, exercise room, day room, laundry room, apparatus room, utility room, turnout gear room, decontamination room, and storage area. **Design-bid-build.**

\$6,500,000 | March 2020

City of San Ramon and San Ramon Valley Fire District | San Ramon Public Safety Center, San Ramon

The San Ramon Public Safety Center project consisted of a remodel of two existing buildings totaling 70,000-sf and the addition of a new 7,500-sf emergency operations center. The existing 2-story, 30,000-sf permit services building was upgraded and converted to support the Fire Department Administrative Services. The existing 2-story, 40,000-sf Police Department was upgraded and included the addition of a new 1,300-sf fitness center on the first level. **Design-bid-build.** \$26,800,000 | August 2023

County of San Diego DGS | Bonita Sunnyside Branch Library Expansion, Bonita

The Bonita Sunnyside Branch Library Expansion project included a 3,200-sf, single-story expansion of, and improvements to the existing 10,000-sf library building. The project's expansion included a new Children's restrooms and expanded teen's area. Improvements and space reconfiguration occurred within the existing reading room and workroom areas. The existing outdoor reading patio was also expanded, with associated landscaping improvements. The project addition exceeded Title-24 by more than 20-percent. An efficient building envelope, natural daylight and high efficiency building equipment and controls were als part of this library renovation. **Design-build.**

\$4,000,000 | June 2020



Shane Cooke

Mechanical Engineer

3 YEARS OF EXPERIENCE

EDUCATION

San Diego State University, BS, Mechanical Engineer

PROFESSIONAL DESIGNATIONS/TRAINING

American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)

REFERENCES

Wright Management, Inc. Flemming Christiansen, Director of Project Management (310) 502-4580 flemming@managewright.co

Delawie Alison Morita, Principal (619) 887-5232 amorita@delawie.com

Mechanical System Contractors Chris Andrews, Principal/Owner (858) 967-3011 chris@mschvac.com



BIOGRAPHY

Shane will execute his responsibility by reviewing the project with the Project Manager; obtaining a clear understanding of the job, schedule, and goals; ensuring proper preparation of the contract documents from inception to final production; coordinating engineering during the construction phase, answering contractor's questions; and maintaining current knowledge of HVAC systems and their applications.

PROJECT EXPERIENCE

City of Indian Wells | El Dorado Fitness & Spa, Indian Wells

The El Dorado Fitness & Spa project includes three acres of new site development including the demolition of 13,000-sf in three separate single-story structures; construction of 25,000 sf of new fitness, spa and cafe structures over 38,000 sf of partial subterranean paring structure, two new swimming pools, five new spas/cold plunges, two water features, two new lawn areas, and site parking reconfigurations. Design-bid-build. \$19,500,000 | 98% complete

Lennar | 3 Roots Community Center, San Diego

The 3 Roots New Community Center project consisted of the construction of a new metal building with 16,000 sf of tenant improvements. The new building consists of indoor fitness, reception, lounge, community room, business center, men's and women's restrooms, saunas, locker rooms, and ancillary functions. **Design-bid-build.**

\$5,000,000 | September 2022

City of Irvine | Irvine Animal Care Center Renovation, Irvine

The purpose of the Irvine Animal Care Center (IACC) Renovation project is to increase administrative space (reception, retail, office/administration, multipurpose, and training), create medical/veterinary clinical facility, improve animal living areas, and to develop separate areas for intake of owner surrendered animals and adoptions. The project totals approximately 30,000 sf. **Design-bid-build.**

\$12,750,000 | 85% complete



Cris Isaaks Plumbing Engineer

6 YEARS OF EXPERIENCE

EDUCATION

San Diego State University, BS, Mechanical Engineering (inprogress)

PROFESSIONAL DESIGNATIONS/TRAINING

Certified Plumbing Design Technician (CPDT)

REFERENCES

Sherwood Mechanical Bob Bridges, Director of Business Development and Preconstruction (858) 679-3000 bob.bridges@sherwoodmechanical. com

Wright Management, Inc.
Flemming Christiansen, Director of
Project Management
(310) 502-4580
flemming@managewright.co

Gensler Veit kugel, Senior Associate/Technical Director (619) 557-2529 veit_kugel@gensler.com



BIOGRAPHY

Cris will execute his responsibility by reviewing the project with the Project Manager, obtaining a clear understanding of the job, schedule, and goals; ensuring proper preparation of the contract documents from inception to final production; coordinating engineering during the construction phase, answering contractor's questions; maintaining current knowledge of water efficiencies fo LEED certifications and their applications; and upholding current knowledge of plumbing systems.

PROJECT EXPERIENCE

City of Chula Vista | Chula Vista Fire Station No. 1, Chula Vista

The Chula Vista Fire Station No. 1 project consisted of the design and demolition of the existing fire station and the construction of a new fire station facility to accommodate the growing needs of the community. The new fire station shall include new bunk rooms, EMS storage, restrooms, conference room, kitchen, dining room, fitness area, decon, shop area, and the replacement of all HVAC components. **Design-bid-build**.

\$7,500,000 | 97% complete

City of Delano | Delano Aquatic Facility, Delano

The Delano Aquatic Facility project consisted of adding an aquatic center at the community center campus and the design of three buildings consisting of ticketing/admin, restrooms, and mechanical pump equipment. The water features consist of a six-lane lap pool, tot play area, leisure pool, water play, and water flume slide. The project also includes a bathhouse, locker, shower, restrooms, administration, lifeguard storage building, and a utility/pump, equipment, chemical storage, mechanical building. **Design-bid-build.**

\$67,770,000 | March 2022

San Ramon Fire Protection District | San Ramon Training Facility, San Ramon

The San Ramon Training Facility development is on a 3.26-acre lot consisting of an existing San Ramon Fire Station 38 and the San Ramon Valley Fire Protection District Building. Fire Station 38 remained operational throughout the duration of the project. The San Ramon Valley Fire Protection District Building and portions of its parking lot were demolished to make way for the new training facility, which includes a new 4-story, 2,800-sf training tower; 1-story, 5,400-sf classroom building; and apparatus bay building with additional training props; and a 1-story, 320-sf pump house building on site. **Design-bid-build.**

\$10,000,000 | 97% complete



Peter Maloney

Associate Principal

12 YEARS OF EXPERIENCE

EDUCATION

M.S., Structural Engineering, 2011, University of California San Diego, San Diego, CA

B.S., Civil Engineering, 2010, California Polytechnic State University, San Luis Obispo, San Luis Obispo, CA

PROFESSIONAL DESIGNATIONS/TRAINING

CA Structural Engineer, License No. 6556

CA Civil Engineer, License No. 82044

REFERENCES

Platt / Whitelaw Architects Sandy Gramley (610) 546-4326 sgramley@plattwhitelaw.com

EC Constructors, Inc. Jim Summers (619) 540-7181 jim@ecconstructors.com

Material Design Architects Matt Tiechner (858) 637-9000 matt@mdarc.net



BIOGRAPHY

Peter joined Degenkolb in 2012 and is an Associate Principal in the San Diego office. Peter strives to provide cost-effective a innovative structural solutions while working closely with his design partners. He brings a collaborative approach to design and design-build projects which has benefited several previous civic and essential facilities projects. Peter will be responsible for managing the overall structural effort and providing active technical leadership to the structural team.

PROJECT EXPERIENCE

Deer Springs Fire Protection | Fire Station No. 2, San Marcos, CA

Design-build. New single story fire station with reinforced masonry and glulam apparatus bay, as well as wood framed living quarters.

\$11,000,000 | Est. 2025

City of San Diego | Balboa Park Botanical Building, San Diego, CA

Design-build. Repair and renovation of the historic Botanical Building at Balboa Park. The current project aims at restoring the historic elements of the original structure and repairing damage that has occurred due to corrosion of the steel and rotting/splitting of the wood members in the exposed superstructure. \$28,000,000 | Est. 2024

Sharp HealthCare | **Ocean View Tower, Chula Vista, CA Design-build.** New 7-story steel moment frame expansion structure. The project was awarded as the DBIA Design-Build Project of the Year in 2019. Peter was the lead engineer for the entrance building and canopy and participated on the project throughout all of design and construction. \$200,000,000 | Completed 2019

County of San Diego | Crime Laboratory, San Diego, CA

New 5-story LEED Gold building that houses the Sheriff's Regional Crime Laboratory, Central Investigations Division, and Property and Evidence Divisions. The San Diego County Crime Lab is the third phase of the County Operations Center Development, the largest public works project in the history of the County. The building provides space for over 200 employees, provides space for future growth, and allows increased collaboration between the various departments as they solve cases.

\$60,000,000 | Completed 2020



EDUCATION

Bachelor of Science in Electrical Engineering, San Diego State

PROFESSIONAL DESIGNATIONS/TRAINING

A former board member of the San Diego chapter of the Illuminated Engineering Society (IES)

REFERENCES

Delawie Michael Asaro, Principal 619-299-6690 MAsaro@delawie.com

Climatec Jennifer Mosquera, Project Manager 602-944-3330 JMosquera@climatec.com

Harper Construction Myrna Smith, Design Administration Manager 619-233-7900 MLSmith@harperconstruction.com



BIOGRAPHY

Mr. Nathanson has been a part of the electrical engineering design industry for over 10 years with experience in a variety of projects including commercial, residential, educational, and military. He has experience with electrical power design, telecommunications systems design, as well as protection and distribution of low and medium voltage power systems. His expertise includes an in-depth understanding of electric code and electric power distribution systems with the ability to analyze complex engineering problems, evaluate and suggest alternatives, as well as communicate recommendations effectively

PROJECT EXPERIENCE

San Ramon Valley Fire Protection District | San Ramon Fire Station 34, San Ramon

Provided electrical engineering design services for the full renovation of the existing Fire Station 34 and construction of a new apparatus bay. This also included completely new electrical service, distribution, and emergency systems for the fire station \$8.1M | December 2023

County of San Diego | Julian Fire Station, Julian

Provided electrical engineering design services for the 6.5k SF Fire Station. Also, provided electric, telephone and cable television utilities coordination. Designed exterior and interior lighting designs, and also coordinated and designed electrical connections for all mechanical and plumbing equipment. \$2.27M | April 2017

County of San Diego | Pine Valley Fire Station, Pine Valley

Provided electrical engineering design services for the 14k SF Pine Valley Fire Station. Also, provided electric, telephone and cable television utilities coordination. Designed exterior and interior lighting designs.

\$8.2M | 2018

Lakeside Fire Protection District | Lakeside Fire Station No. 3, Lakeside

The **Design-Build** renovation of Lakeside Fire Station No. 3 modernized an active facility to meet the district's functional needs while providing a comfortable living environment for the Fire Fighters. ELEN provided he electrical engineering designs for the renovations to the 10,000 SF station included refreshing the existing exterior and maximizing interior space utilization. \$2M | April 2020





EDUCATION

B.S Technology & Management, University of Maryland

LICENSES & CERTIFICATIONS

Certified Building Commissioning Professional (AEEE)

Certified Quality Manager (American Society for Quality)

High Performance Building Design Professional (ASHRAE)

LEED Accredited Professional (US Green Building Council)

Professional Engineer (State of California)

FOUNDER OF DGP

14 Years

BIOGRAPHY

Drew has over 30 years experience in the design and construction industry, with the last 16 years focused on Sustainable Design and Construction projects. He has been involved in over 200 projects designed to achieve certification under the various LEED Rating Systems, ranging in value from \$1.3 to \$300 million and located all over the US. As Principal of DGP, Drew consults to design teams and owners during the programming, design and construction phases of their projects, develops and implements the project's overall LEED strategy and verifies and documents compliance with the LEED rating system requirements. Drew has been active in the US Green Building Council (USGBC) at both the national and local levels since 1999, having served on the National Board for two years as well as founding the Washington, DC and San Diego Chapters. He wrote the organization's original "Chapter Guidelines" and was instrumental in the growth of chapters. He is a LEED Accredited Professional and for 7 years taught LEED Workshops on behalf of the USGBC as a LEED Faculty member.

PROJECT EXPERIENCE

Municipal/Civic Projects:

- Encinitas Fire Station 2, Silver, 2014
- ✓ Coronado Boathouse, Silver, 2013
- ✓ County Operations Center, Conference Center, Platinum, NC, 2012 County Operations Center, 203 & 204, Gold, NC, 2012
- ✓ Coronado Tennis Center, Silver, NC, 2012
- County of San Diego Hazard Way Buildings A & B, Certified, NC, 2011
 San Diego National Wildlife Refuge, Admin Headquarters, Gold, NC, 2011
- San Diego National Wildlife Refuge, Service & Support, Silver, NC, 2011 Broadway Pier Cruise Ship Terminal, Gold, NC, 2011
- ✓ County Operations Center, 201 & 202, Gold, NC, 2011
- ✓ Vista Fire Station No 6, Silver, NC, 2010
- ✓ Riverside East DMV, Silver, NC, 2008
- Northwest Police Station, Silver, NC, 2007

Industry Leadership:

- √ National Peer Registry, US General Services Administration, 2011
- ✓ LEED Faculty Member, 2001-2008
- ✓ Founder, USGBC San Diego Chapter, 2002
- ✓ Founder, USGBC Washington DC Chapter, 1999
- ✓ Director, USGBC National Board 1999-2000
- ✓ Member, US Green Building Council, 1999 present
- ✓ Founder, Big Green Discussion Group
- ✓ Advisory Board, Environmental Building News

Awards & Recognition

- ✓ San Diego Excellence in Energy Award: Bacon Street Offices, 20
- ✓ California Best 2009 Top Award, Ronald McDonald House, 2009
- AIA San Diego Design Award, Bacon Street Offices, 20



John Prince, PE, QSD Site Civil Project Manager

23 YEARS OF EXPERIENCE

EDUCATION

B.S Civil Engineering, San Diego State University, Cum Laude

PROFESSIONAL DESIGNATIONS/TRAINING

Professional Engineer - Civil

CA #72279

Project Management Professional (PMP), 2015, (#1822824)

Qualified SWPPP Developer (QSD/P), 2011 (#21246)

Adjunct Professor, San Diego State University, Department of Civil Engineering, 2011-Present

USACE BIM/CIM Consortium

Member, Design-Build Institute of America

Member, American Society of Civil Engineers

Past Director, San Diego Young Member Forum of the American Society of Civil Engineers

2014 ENR California Top 20 under 40 Award

PRINCE CONSULTING

BIOGRAPHY

John has extensive experience in management and technical aspects of a wide range of public works and development projects for small and large local municipalities, schools and universities, utility companies, commercial, hospitality, and military. John specializes in projects with 3D based design, Alternative Project Delivery Methods, Due Diligence, and complex Project Management and organization. Technical expertise includes storm water, sanitary sewer, domestic, recycled, and fire water studies and design, existing utility research, investigation, and analysis known as Subsurface Utilities Engineering (SUE), storm water quality, grading, retaining walls, building layout, pedestrian and vehicular circulation, parking lots, public streets and access roads, Complete Streets, fire access, ADA, airfields, specifications, cost estimating, alternative and preliminar engineering studies. John is an industry leader in use of BIM for site work, increasing overall design quality and construction efficienc through 3D-based design and coordination.

PROJECT EXPERIENCE

Relevant Fire Station Experience:

- ✓ Fire Station 2 (Deer Springs Fire Protection District) current
- ✓ Fire Station 20 (City of Santee) current
- ✓ Fire Station 23 (Orange County Fire Authority) current
- ✓ Fire Station 9 (City of Chula Vista)
- ✓ Fire Station 5 (City of Chula Vista)
- ✓ Millenia Fire Station 10 (City of Chula Vista)
- ✓ Pine Valley Fire Station 44 (County of San Diego)
- Fire Station 1 Remodel (City of Chula Vista)
- ✓ Fire Station 3 Remodel (Lakeside Fire Protection District)

Relevant City of San Diego Experience:

- Skyline Hills Fire Station (current)
- ✓ Ward Canyon Park (current)
- ✓ Agape Affordable/Supportive Housing (current)
- ✓ Lake Hodges Dam Slope Armoring (2015)
- ✓ Mission Beach Bulkhead and Boardwalk Replacement (2015)
- ✓ Trail for All People (2015)
- ✓ College Avenue Complete Street (2015)
- ✓ Metro Bio-Solids Center Access Road Rehabilitation (2014)
- ✓ North OB Gateway Phase 2 (2014)
- ✓ Mira Mesa Community Park (2014)
- ✓ Aldine Drive Slope Restoration (2006)

Relevant Public Works Experience:

- Emergency Operations Center (City of Porterville) current
- ✓ Dispatch Center Remodel (City of Piedmont) current
- ✓ Ron Ortega Dog Park (City of Oceanside) current
- ✓ Julian and Rancho SD Library Expansions, County of San Diego (Julian, CA) 2022
- Loma Verde Recreation Center, Pool, Park (Chula Vista, CA) 2021
- ✓ City of Vista Public Works Operations Building (Vista, CA) 2021



EDUCATION

Bachelor of Science in Landscape Architecture, 1976, California Polytechnic State University, San Luis Obispo

REGISTRATION/ CERTIFICATIONS

LLA CA #1993

REFERENCES

City of Solana Beach Mo Sammack, PE, Director of Public Works/City Engineer 858 720-2470 msammak@cosb.org

City of Imperial Beach Eric Minicilli, PE, Assistant Director of Public Works 619 628-1369 eminiclli@imperialbeach.ca.gov

City of National City Ben Martinez, City Manager 619 336-4240 cmo@nationalcity.ca.gov



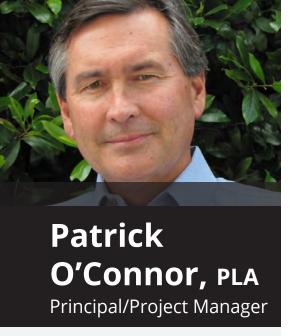
BIOGRAPHY

Lili O'Connor has forty-six years of professional experience in landscape architectural design and planning. She has an extensive background in all aspects of landscape architectural design with an emphasis in park and recreation and public facilities design. The majority of Ms. O'Connor's recent projects incorporate sustainable design as a primary program goal. Her knowledge of Southern California's regional environmental settings, native and naturalized plant materials, irrigation design principles and environmentally preferable landscape products have reduced negative impacts on project sites.

PROJECT EXPERIENCE

Comparable Projects:

- El Centro City Hall Landscape Revitalization, El Centro, CA.*
- Newport Beach Junior Life Guard Building, Newport Beach, CA*
- ✓ Julian Public Library, Julian, CA.*
- Rancho San Diego Library, Rancho California, CA.*
- Chula Vista Fire Station #5, Chula Vista, CA.*
- Chula Vista Fire Station #9, Chula Vista, CA.*
- Bonita Sunnyside Library, Bonita, CA.*
- ✓ San Diego Botanical Garden, San Diego, CA.*
- Millenia Fire Station #10, Chula Vista, CA.*
- ✓ Bicentennial Park, Imperial Beach, CA.
- Coronado Adult Activity Center, Coronado, CA.*
- ✓ Imperial Beach Library, Imperial Beach, CA.*
- ✓ Escondido Fire Station #4, Escondido,CA.*
- ✓ Lakeside Fire Station #2, Lakeside, CA.*
- Oceanside Fire Station #8, Oceanside, CA.*
- ✓ Vista Fire Station #5, Vista, CA.*
- ✓ Vista Fire Station #6, Vista, CA.*
- Escondido Fire Station #1, Escondido, CA.*
- Chula Vista Fire Station #7, Chula Vista, CA.*
- Alpine Fire Station #17, Alpine, CA.*
- ✓ La Mesa Fire Station #1, La Mesa, CA.*
- ✓ Oceanside Fire Station #1, Oceanside, CA.*



EDUCATION

Bachelor of Landscape Architecture, 1977, University of Oregon

Master of Landscape Architecture in Urban Design, 1983, Harvard University

REGISTRATION/ CERTIFICATIONS

LLA CA #1877

REFERENCES

City of Solana Beach Mo Sammack, PE, Director of Public Works/City Engineer 858 720-2470 msammak@cosb.org

City of Imperial Beach Eric Minicilli, PE, Assistant Director of Public Works 619 628-1369 eminiclli@imperialbeach.ca.gov

City of National City Ben Martinez, City Manager 619 336-4240 cmo@nationalcity.ca.gov



BIOGRAPHY

Mr. O'Connor's professional and academic interests for the past forty-five years have centered on the planning and design of urban open space projects. The majority of projects he is responsible for directing require coordination of multiple design disciplines such as architecture, engineering and planning where consensus building with community groups is a fundamental part of the study process. Mr. O'Connor specializes in the design of pedestrian thoroughfares where issues of ADA and traffic calming are prominent. Mr O'Connor has been associated with Parterre since 1994.

PROJECT EXPERIENCE

City of Anaheim | Anaheim Fire Station No. 12, Anaheim* Landscape design for a new 1.1 acre fire station facility with the Platinum Triangle District of the City of Anaheim. The focus of the landscape design is to limit the use of potable water for landscape usage. The majority of selected plant material will reduce water consumption by fifty percent less than a conventional project. The project is currently in the design stage of work.

Chula Vista Fire Station No. 10, Chula Vista

Landscape design for a new fire station facility within the City of Chula Vista community of Millenia. The design program incorporates Low Impact Design (LID) concepts for storm water mitigation and landscape water use reduction. A reclaimed water irrigation system services the site. The site is approximately 1.7 acres in size. The station was completed in the winter of 2020.

Vista Fire Station No. 6, Vista*

Landscape design for a new fire station facility within the urban core of the City of Vista. The 1.9-acre site incorporates a demonstration garden emphasizing the display of fire wise plant material. The focus of the landscape design is to limit the use of potable water for landscape irrigation thus contributing to LEED certification for the project. The project was completed in the winter of 2008.

Escondido Fire Station No. 4, Escondido*

Landscape design for an existing fire station facility within the City of Escondido. Design integration with the adjacent city park space is an important landscape design feature. The site is approximately 1.0 acres in size. The station was completed in the winter of 2012.



Erin McKinney Restoration Ecologist,

Biologist

24 YEARS OF EXPERIENCE EDUCATION

California State University, Chico, BS, Biological Sciences

PROFESSIONAL DESIGNATIONS/TRAINING

Society for Ecological Restoration, Certified Ecological Restoration Practitioner (CERP)

USFWS, Section 10(a) Recovery Permit No. TE-813545-9

CDFW Scientific Collecting Permit-Specific Use Permit S-190420010 19042-001

40-Hour Wetland Delineation Training; Arid West Regional Supplement Training

CRAM Practitioner Riverine and Estuarine Modules; Vernal Pool Module

BLM, Training in Tracking and Finding Flat-tailed Horned Lizards OSHA 10

REFERENCES

City of San Diego Nick Ferracone, AICP, Project Officer I (619) 533-4182 NWFerracone@sandiego.gov

City of San Diego Maya Mazon, Biologist IIIManager (858) 758-0536 MMazon@sandiego.gov

DUDEK

BIOGRAPHY

Erin McKinney (AIR-in mah-KIN-ee; she/her) is a restoration ecologist and biologist with 24 years' experience specializing in habitat restoration, mitigation, and biological services. Ms. McKinney is experienced in habitat assessments; onsite assessments for mitigation opportunities, mitigation, and restoration planning; revegetation implementation; and maintenance and monitoring activities. She develops conceptual upland, wetland, and species-specific mitigation plans.

PROJECT EXPERIENCE

City of San Diego | Mission Bay Park PEIR, San Diego

Serving as restoration ecologist for large-scale programmatic water quality improvement project for the whole of Mission Bay Park. Contributing to the development of mitigation concepts of several water quality improvement and habitat expansion projects. She is currently authoring seven habitat mitigation and monitoring plans including eel grass restoration, shoreline restoration, salt marsh restoration, and upland restoration plans. Ms. McKinney will also assist with the programmatic permitting which includes coordination with the RWQCB, California Coastal Commission (CCC), and ACOE.

\$5.8M | ongoing

City of San Diego | Rochester Road Storm Drain Improvement Project, San Diego

Served as restoration ecologist for this pipeline repair and revegetation project. Coordinated and supervised implementation revegetation. conducted monitoring and coordinating. maintenance during the 25-month maintenance and monitoring period. Provided adaptive management recommendation to the City and field crews in order to achieve project success standards.

\$26,050 | August 2023

Additional Projects:

- ✓ San Diego Association of Governments, PGH Wong Engineering, Midcoast Transit Corridor (MCTC)
- San Diego County Water Authority, Mission Trails Environmental Compliance Monitoring
- ▼ The Phair Company, Renzulli Estates Development Project
- ✓ City of San Diego, SANDER Vernal Pool Mitigation Implementation
- Orange County Public Works, On-Call Regulatory Permitting and Restoration Services



Martin Correa

Landscape Supervisor

22 YEARS OF EXPERIENCE

PROFESSIONAL DESIGNATIONS/TRAINING

Licensed Pesticide Applicator, No. QAL 131520

OSHA 10-Hour Training

REFERENCES

City of Carlsbad Fire Department Medi Maldonado, Fire Prevention Specialist (760) 457-1155 medi.maldonado@carlsbadca.gov



BIOGRAPHY

Martin Correa is a landscape supervisor with 22 years' experience in native habitat restoration for both mitigation and revegetation projects. Mr. Correa is very familiar with California native species and exotics, based on both formal education and field experience. He works closely with the site supervisor and leads a team of up to 20 field staff. Mr. Correa is also an experienced herbicid applicator for weed abatement and holds a Qualified Applicator License (QAL). As an equipment operator, Mr. Correa performs planting preparation and exotic removal services for restoration projects. As an irrigation specialist, Mr. Correa has installed complex aboveground irrigation systems, including according to California Department of Transportation (Caltrans) irrigation specifications, and he provides necessary routine maintenance.

PROJECT EXPERIENCE

City of San Diego | Restoration and Revegetation for the North University City Fire Station 50 project, San Diego

Mr. Correa served as landscape supervisor. HRS partnered with Dudek for the restoration and monitoring of Fire Station 50. The plan called for the restoration of 0.651 acre and revegetation of 0.298 of native grassland/Diegan coastal sage scrub. The purpose of these activities was to maintain and enhance biological diversity in the region and conserve sensitive species, as well as their habitats. HRS provided the following services: site preparation, installation of temporary fencing and information signage, installation of pin flags, non-native species treatment through herbicide of live, green weeds and trimming/raking dead weeds, clearing and grubbing via hand crews, chainsaws, and trimmers, erosion control measures through the installation of bio wattles and silt fencing, topsoil salvage and placement, and installation of a temporary irrigation system. In addition, HRS planted approximately 1,000 container plants. \$291,000 | 2022

Additional Projects:

- ✓ City of San Diego, Crest Canyon Open Space Park Restoration and Maintenance. Del Mar
- ✓ Burtech/City of San Diego, Clairemont Mesa Storm Drain Replacement, San Diego
- Caltrans (CA Dept of Transportation), Habitat Maintenance Contract 11-257164, Bonsall
- ✓ SDSU/Align Builders, Murphy Canyon Revegetation Project, San Diego



Eliud Lopez

Project Manager

6 YEARS OF EXPERIENCE

EDUCATION

California State University, San Marcos, Bachelor of Science in Business Administration, Emphasis in Finance

REFERENCES

City of Carlsbad Medi Maldonado, Fire Prevention Specialist (760) 457-1155 medi.maldonado@carlsbadca.gov

DUDEK

BIOGRAPHY

Eliud Lopez is a project manager with 6 years' experience working on restoration, mitigation, and vegetation management projects throughout California. Mr. Lopez specializes in preparing project cost estimates and proposals; maintaining project timelines and schedules; and also monitoring budgets through project completion. Mr. Lopez has an outstanding client rapport and is excellent at trouble shooting problems and using adaptive management to find value engineering resolutions. He excels at planning and managing projects from inception through completion and is a very effective oral and written communicator. He also has extensive experience in collaborating with and supervising field staff. He works closely wit all crew leaders and management staff to post the day-to-day fiel schedule to make sure all projects stay on track and on budget. Mr. Lopez maintains an active hands-on approach to ensure a quality project; agency and regulatory compliance; and client satisfaction.

PROJECT EXPERIENCE

OCW&R | Landscape Maintenance Services for Native Plant Habitat Management at South Regions Landfills, San Juan Capistrano

Maintenance efforts are focused on the 250-acre mitigation area consisting of several habitat types at the Prima Deshecha Landfill. HRS staff performs ongoing weed and invasive eradication and maintenance at these sites to keep these areas in line to meet their performance standards. Maintenance activities include weed control, pest control, supplemental irrigation, trash/debris removal, and replacement planting and protection. HRS staff installed over 10,000 plants and 20 acres of hydroseed in an effort to increase native cover in various areas that have been slower to develop than others.

\$4.2 million | current

City of Carlsbad | Carlsbad Weed and Rubbish Abatement, Carlsbad

For the purposes of fire safety, the City of Carlsbad established a Weed and Rubbish Abatement Program with the City Fire Marshal to facilitate removal of nuisances in the form of dry weeds and rubbish from vacant parcels throughout the City of Carlsbad. HRS staff work closely with the client, the City Fire Marshal, who issues the work orders and parcels. Clearing and removal of fire hazards are completed using a combination of equipment and hand crews to perform the required mowing, mulching, hand pulling, weed whipping and chipping. The project requires strict management of parcel work orders as multiple work orders are delivered at one time. HRS is currently working on removing dry and dangerous vegetation that could pose a fire hazard. \$500,000 | 2012-current

Additional Projects:

- ✓ Burtech/City of San Diego, Clairemont Mesa Storm Drain Replacement
- Kaiser Foundation Hospitals, San Marcos Medical Center Upland Restoration and Revegetation
- ✓ SDSU/Align Builders, Murphy Canyon Revegetation Project



Tom Canady, PE

Principal Engineer

37 YEARS OF EXPERIENCE

EDUCATION

Brigham Young University, BS, Civil Engineering

PROFESSIONAL DESIGNATIONS/TRAINING

State of California Professional Engineer #50057

REFERENCES

City of Del Mar Joe Bride, Public Works Director (858) 755-3294 jbride@delmar.ca.us

T.Y. Lin Roya Golchoobian, Vice President, Principal Bridge Engineer (619) 908.3214 roya.golchoobian@tylin.com

RNT Architects Chikako Terada, Principal (619) 233-1023 x 377 terada@rntarchitects.com



BIOGRAPHY

Tom has over 35 years of experience in the geotechnical engineering and testing and inspection fields. He has provided design recommendations regarding the geotechnical aspects of deep and shallow foundations, hillside grading, mitigation of landslides and slopes with unsatisfactory stabilities, stability of deep excavations and shoring, and mitigation of potentially liquefiable sites during a seismic event. During construction, Tom provides technical support and oversees testing and inspection services.

PROJECT EXPERIENCE

Level 10 Construction | Fire Station No. 52, San Diego

Principal Engineer during a geotechnical investigation and testing and inspection services for the design and construction of a two-story, 12,360 sf fire station for nine staff. The project include three drive-through apparatus bays, dorm rooms, a kitchen, watch room, ready room, station alerting system, 18 parking stalls, and site infrastructure. Off-site improvements include utility upgrades, new emergency signals mid-block in the public right of way, and street and traffic improvements Energy efficien features include on-site production of renewable energy and low carbon emissions construction and operations. **Design-build**. *\$22.2 million* | *Estimated 2024*

RNT Architects | County of San Diego Mt. Laguna Fire Station 49, San Diego County, CA*

Principal Engineer during a geotechnical investigation for the demolition of an existing County bunkhouse and design of a new 5,000 sf type VB fire station. The station includes two apparatus bays, three bedrooms, a kitchen/living area, gym, office space locker room, and storage for fire and facilities equipment. Other features include replacement of old asphalt driveways with new concrete driveways, construction of a new subterranean storm water detention system, relocation of an existing oil and maintenance shed, relocation of three existing propane tanks, and remodel of the office and bathroom in the existin equipment storage facility.

\$5.6 million | 2022

R.A. Burch | County of San Diego Ohio Street Probation Building, San Diego*

Principal Engineer during a geotechnical investigation and testing and inspection services for this a 22,000 sf, two-story building and associated improvements, including parking areas, hardscape, and utilities. The project was designed to achieve LEED Gold Certification and Zero Net Energy performance and will exceed Title 24 by at least 20%. **Design-build.**

\$13.4 million | 2022



Dave Wozniak

Project Manager

40 YEARS OF EXPERIENCE

EDUCATION

Illinois State University, BS, Geology

REFERENCES

Consulting & Inspection Services, LLC Mike Brock, Project Inspector (760) 613-0246 mbrock@aboutcis.com

UC San Diego Todd Miller, Construction Inspector (858) 340-0324 tom001@ucsd.edu

Blue Coast Consulting Gregory J. Smith, DSA Class 1 Project Inspector (619) 697-1475 gregory@bluecoastca.com



BIOGRAPHY

Dave has 40 years of project management experience in construction materials testing, special inspection, and quality control consulting. His expertise is in construction materials test methods and special inspection and testing of soils, reinforced and pre-stressed concrete, shotcrete, structural steel, and welding. He is extremely knowledgeable with all types of construction materials test methods and special inspection requirements.

PROJECT EXPERIENCE

Level 10 Construction | Fire Station No. 52, San Diego

Technical support during testing and inspection services for construction of a two-story, 12,360 sf fire station for nine staff. The project includes three drive-through apparatus bays, dorm rooms, a kitchen, watch room, ready room, station alerting system, 18 parking stalls, and site infrastructure. Off site improvements include utility upgrades, new emergency signals mid-block in the public right of way, and street and traffic improvements. Energy efficient features include on-s production of renewable energy and low carbon emissions construction and operations. **Design-build**.

\$22.2 million | Estimated 2024

LOWE | County of San Diego Crime Lab, San Diego

Project Manager during testing and inspection for construction of a 158,000 sf building brings together the San Diego County Crime Laboratory, Central Investigations Division, and the Property and Evidence departments and houses 200 employees at the County Operations Center. The four-story facility includes a basement level, highly modular lab space to allow for flexibility and accessibility that can respond to future technologies or staffin needs. Power supply comes in part from two large solar arrays. \$107 million | 2022

LOWE | County of San Diego Sheriff's Technology and Information Center (STIC), San Diego, CA

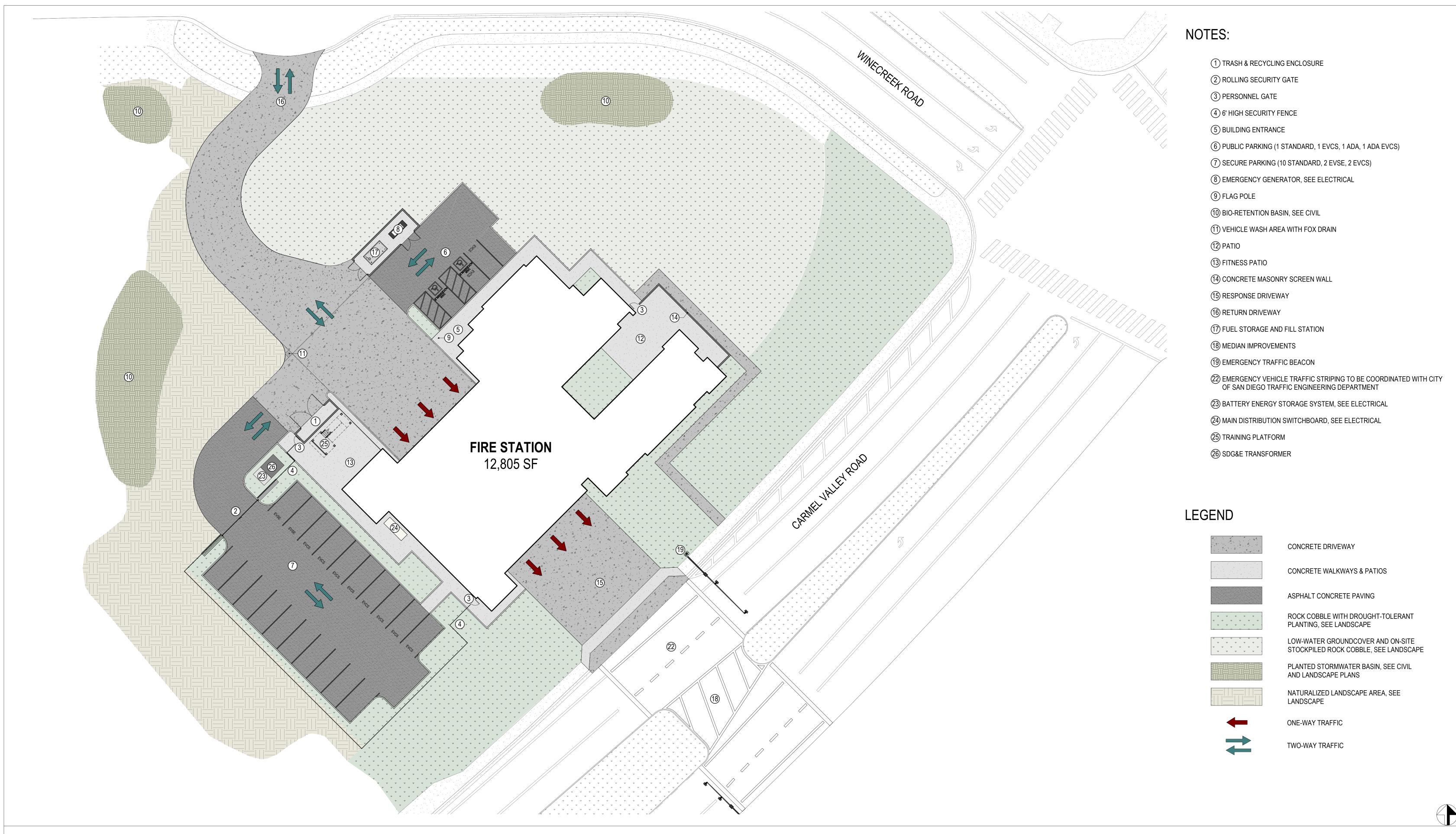
Project Manager during testing and inspection for construction of a two-story, 45,330 sf wireless and data administration building, technology building, and a 150 foot radio communications tower at the County Operations Center. Site improvements include site utility infrastructure, access and roadway improvements, parking, and a generator yard. The facility include administrative space, conference/meeting space, training center, and storage/warehouse area. The new technology building provides a wireless communication and data center. The facility is built in conformance with ADA regulations. The project is LEED Gold certified

\$49 million | 2020



4. Technical Approach + Design Concept





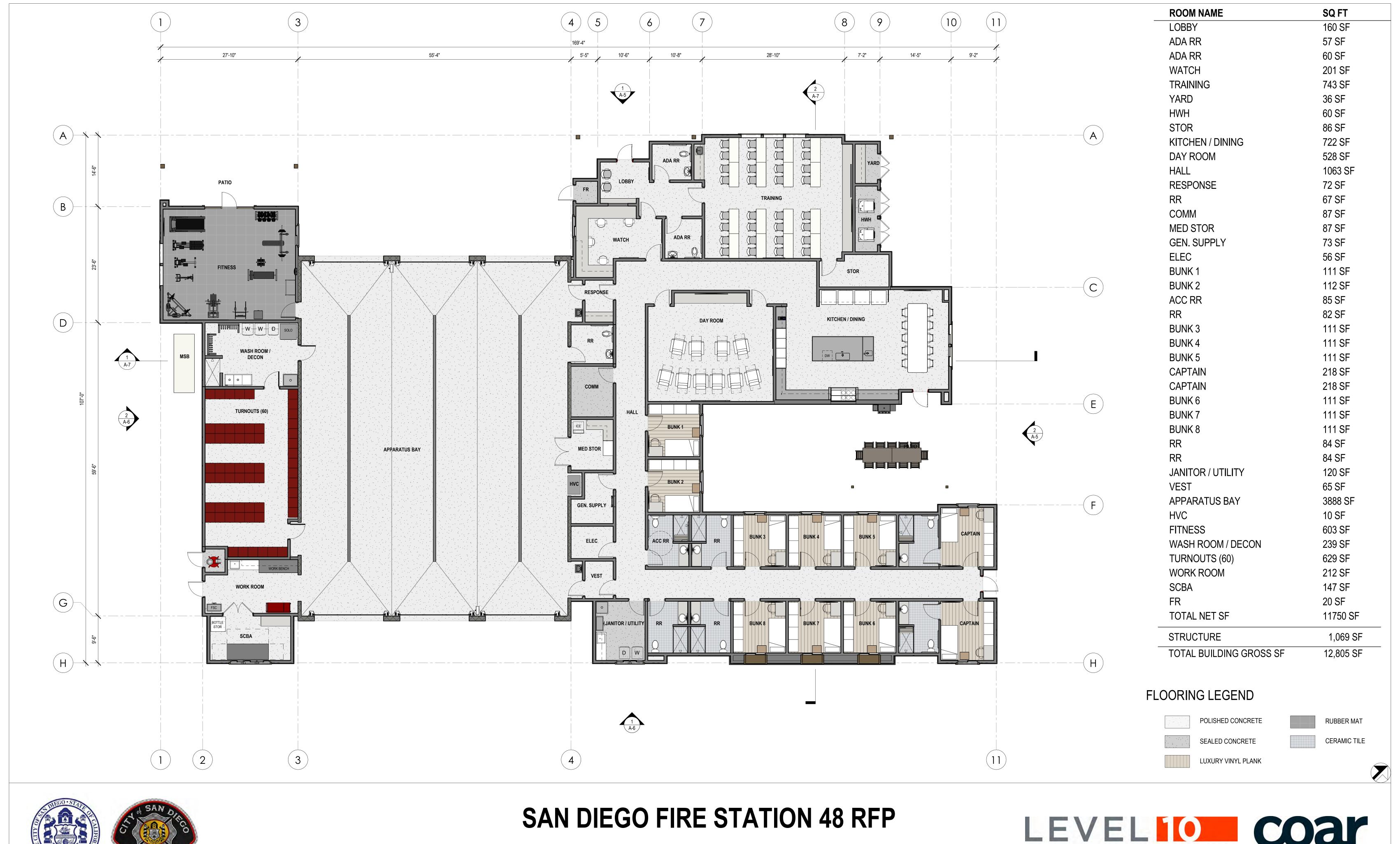


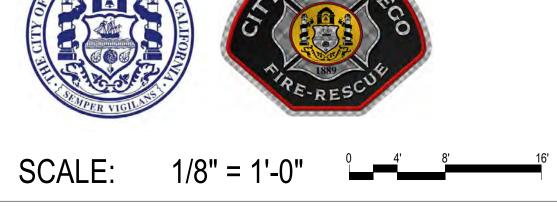


SITE PLAN









FLOOR PLAN









SAN DIEGO FIRE STATION 48 RFP

REFLECTED CEILING PLAN







NOTES:

- 1) ROOF DRAIN
- 2 TRELLIS
- 3 MECHANICAL UNITS, SEE MECHANICAL PLAN
- 4 PLYMOVENT EXHAUST FAN
- 5 ROOF ACCESS HATCH

LEGEND

CONCRETE ROOF TILE

SOLAR READY AREA

TPO ROOFING



SAN DIEGO FIRE STATION 48 RFP

ROOF PLAN





SAN DIEGO FIRE DEPARTMENT **NORTH ELEVATION**

NOTES:

- 1 CONCRETE MASONRY WALL
- 2 CONCRETE TILE ROOF
- 3 HOLLOW METAL EXTERIOR DOORS
- 4 INTEGRAL COLOR STUCCO
- 5 MANUFACTURED STONE VENEER
- 6 ALUMINUM STOREFRONT SYSTEM
- 7 ENERGY EFFICIENT COMPOSITE WINDOWS
- 8 HIGH SPEED OVERHEAD COILING DOORS
- 9 HEAVY TIMBER FRAMING, TYP.
- 10 BUILDING SIGNAGE

11) TRELLIS

12) TUBULAR SKYLIGHT, TYP.







SAN DIEGO FIRE STATION 48 RFP

EXTERIOR ELEVATIONS

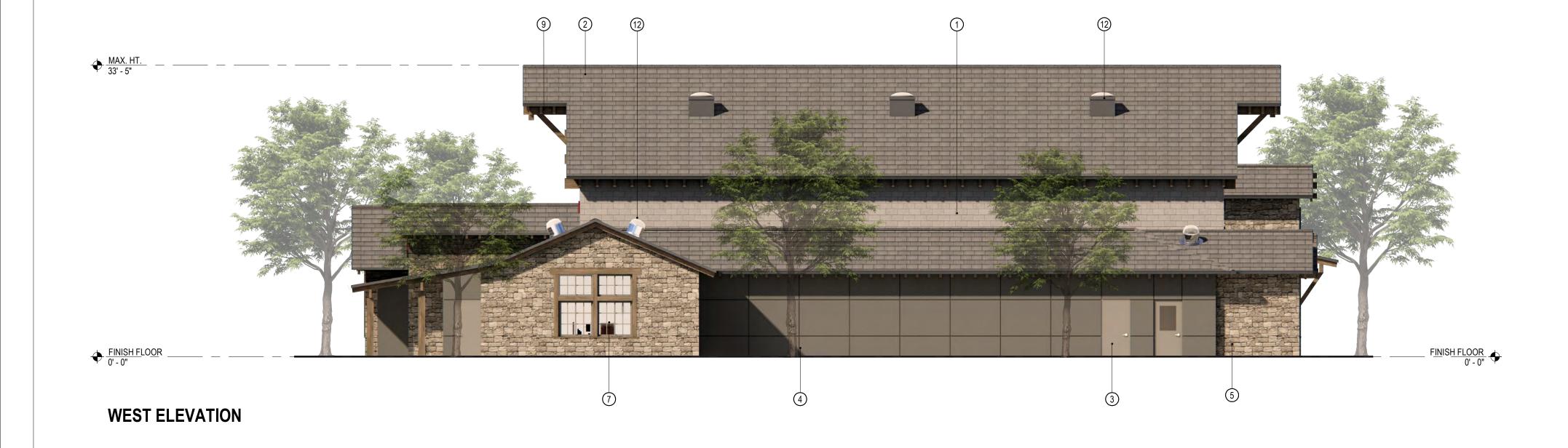




SAN DIEGO FIRE DEPARTMENT **SOUTH ELEVATION**

NOTES:

- CONCRETE MASONRY WALL
- 2 CONCRETE TILE ROOF
- 3 HOLLOW METAL EXTERIOR DOORS
- 4 INTEGRAL COLOR STUCCO
- (5) MANUFACTURED STONE VENEER
- 6 ALUMINUM STOREFRONT SYSTEM
- 7 ENERGY EFFICIENT COMPOSITE WINDOWS
- 8 HIGH SPEED OVERHEAD COILING DOORS
- 9 HEAVY TIMBER FRAMING, TYP.
- 10 BUILDING SIGNAGE
- 11) TRELLIS
- 12) TUBULAR SKYLIGHT, TYP.



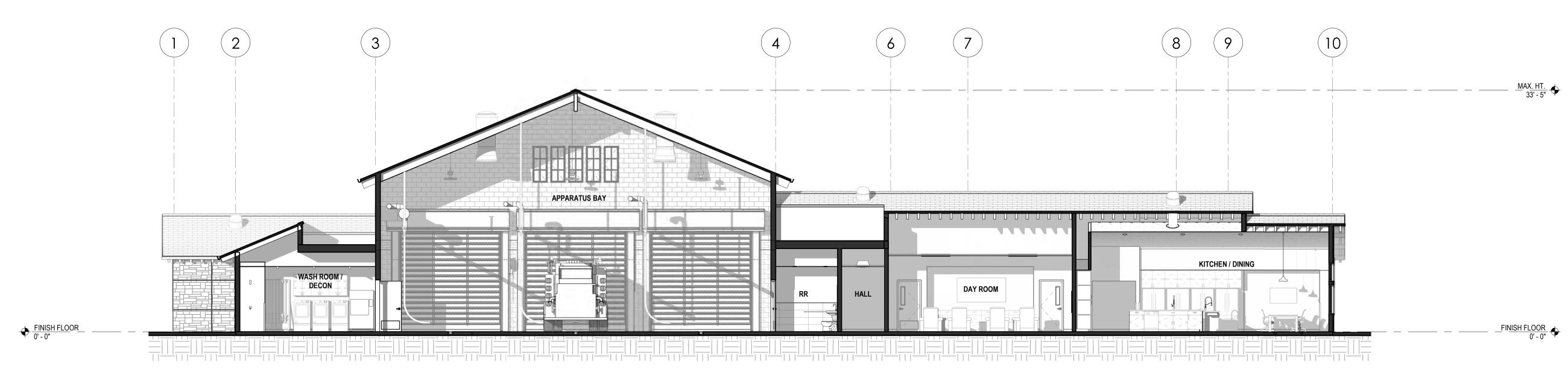


SAN DIEGO FIRE STATION 48 RFP

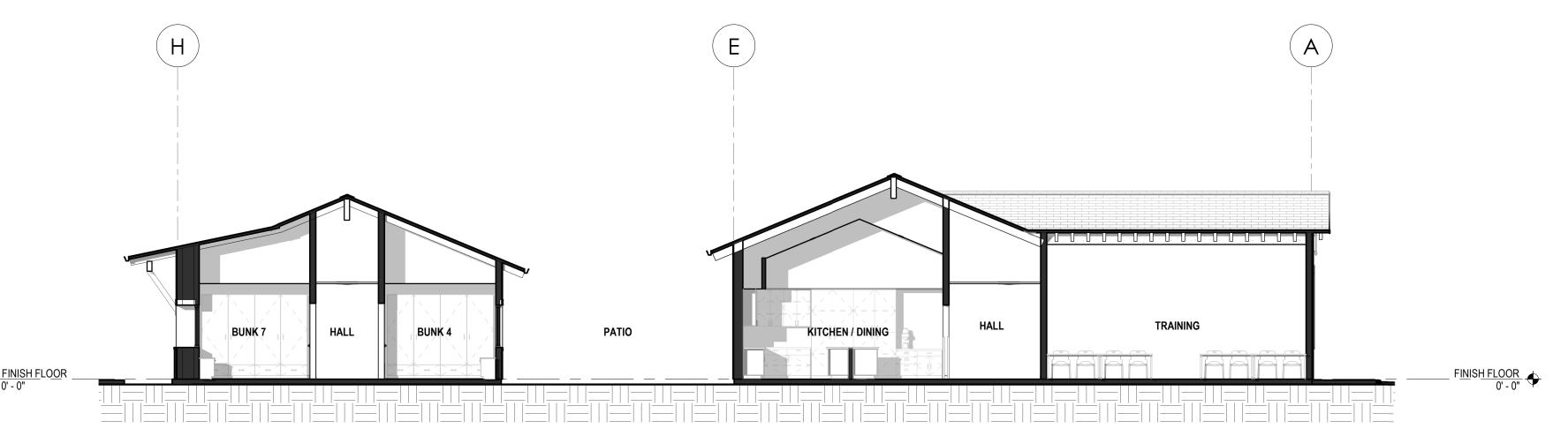
EXTERIOR ELEVATIONS







BUILDING SECTION - 1



BUILDING SECTION - 2



SAN DIEGO FIRE STATION 48 RFP

BUILDING SECTIONS





























SAN DIEGO FIRE STATION 48 RFP

















SAN DIEGO FIRE STATION 48 RFP





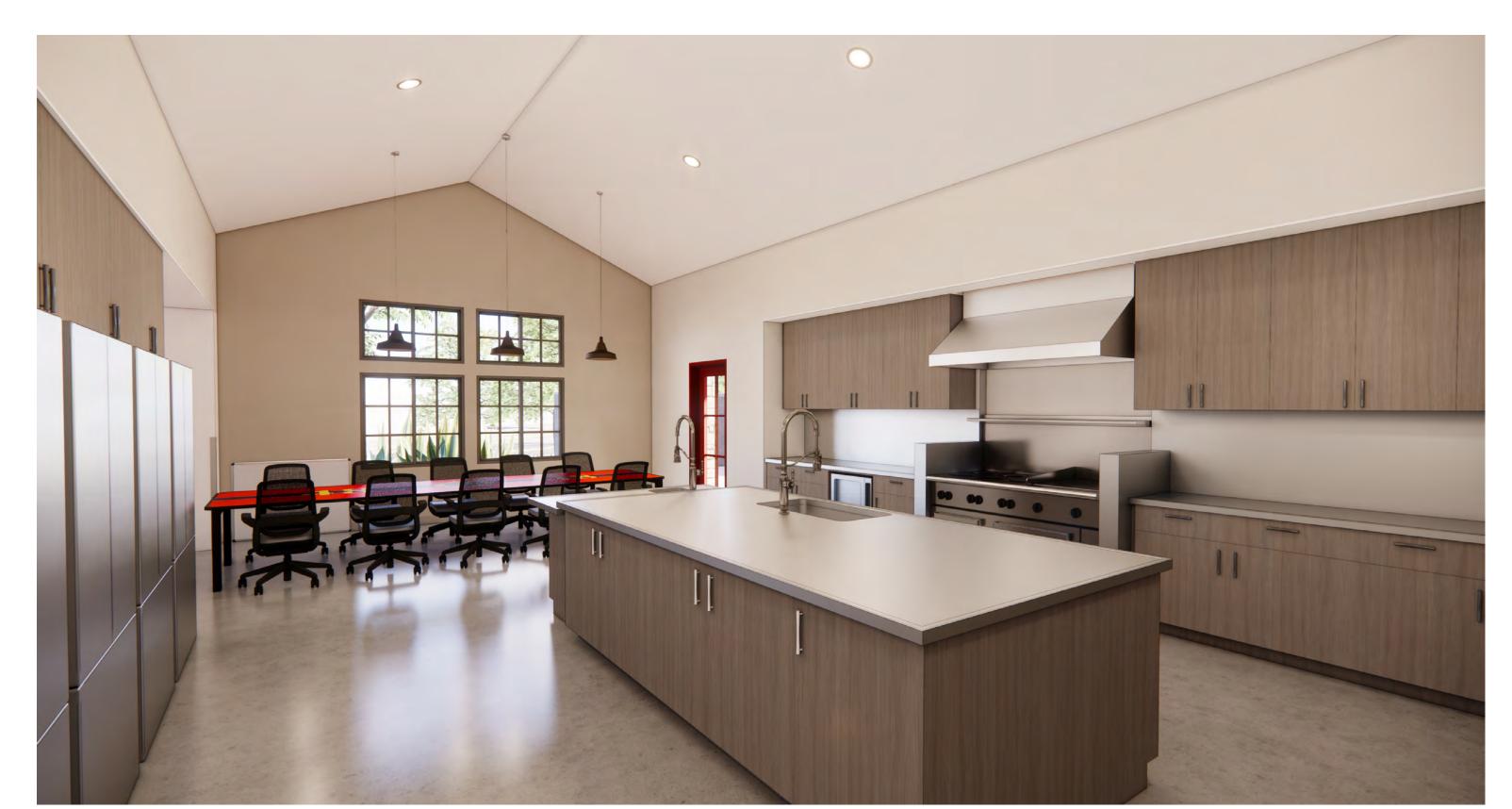




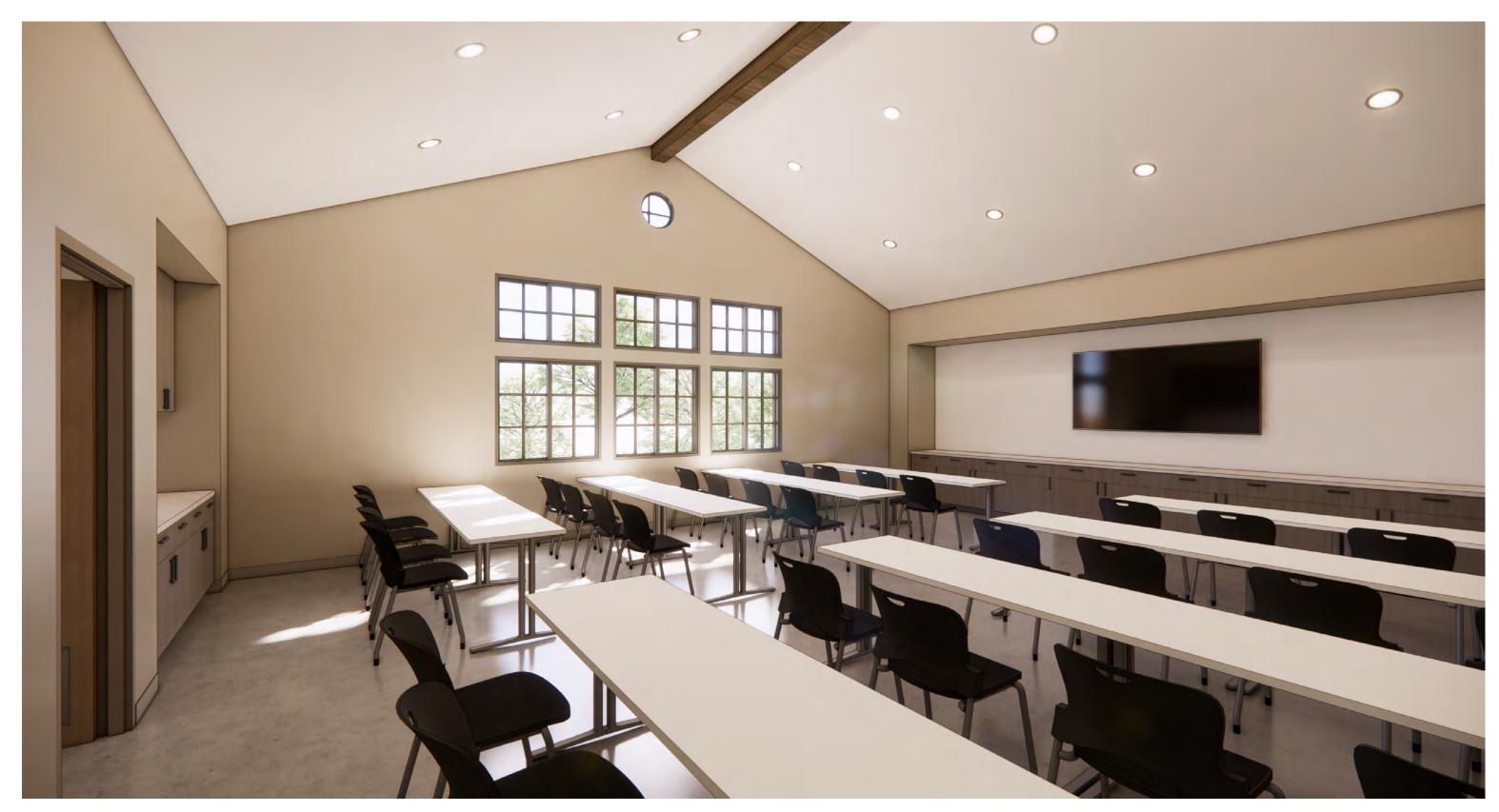




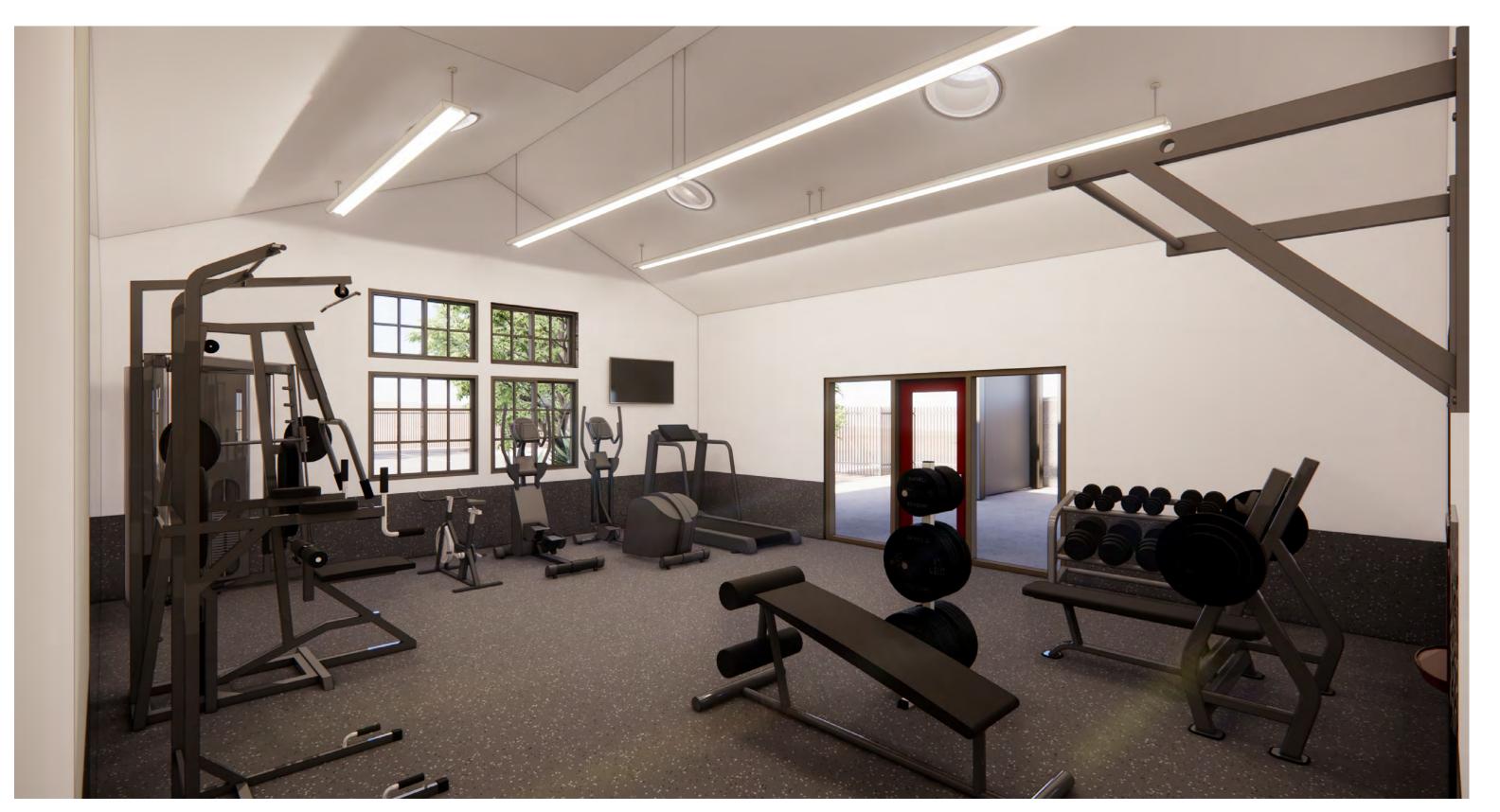
LOBBY



KITCHEN / DINING



TRAINING



FITNESS



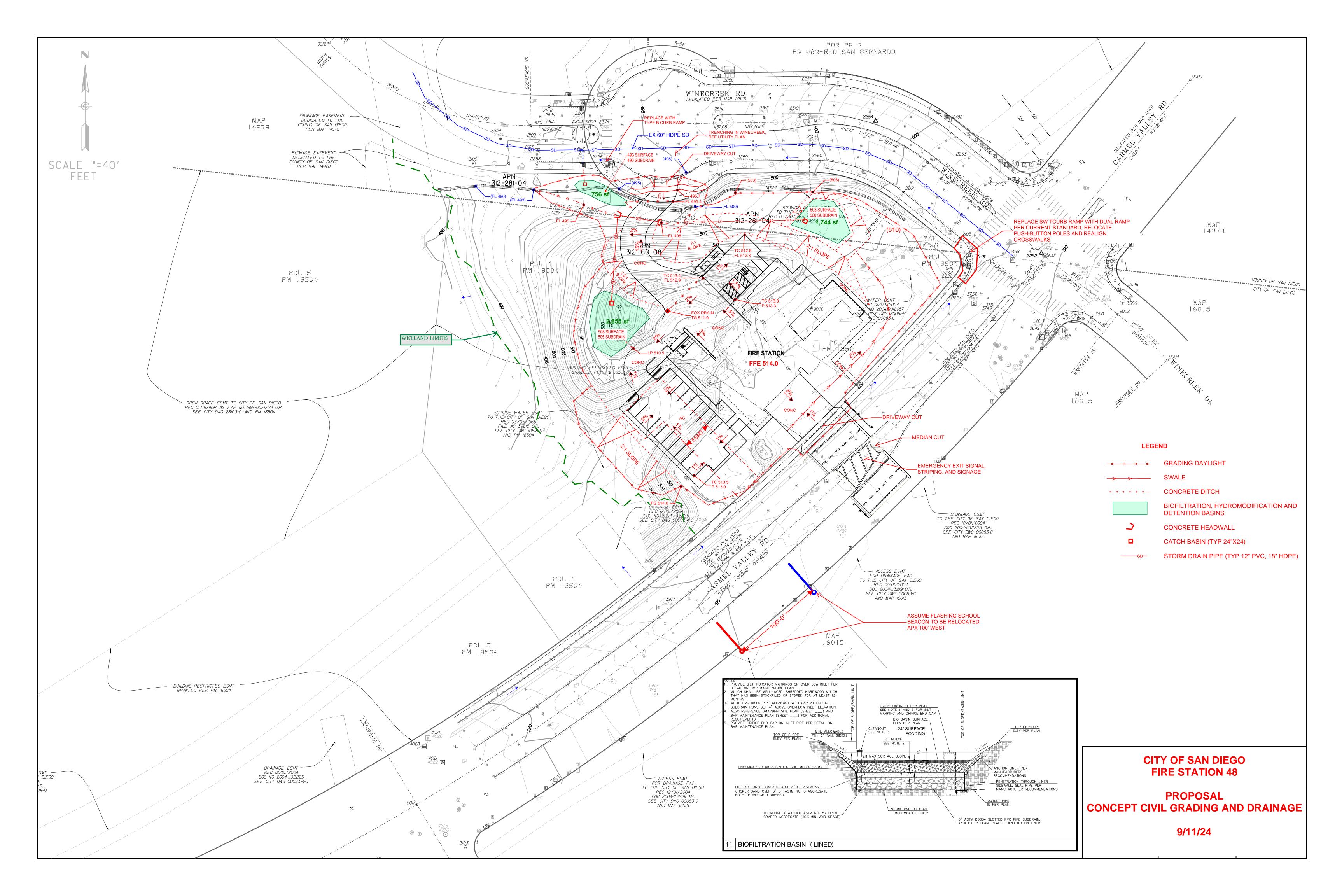


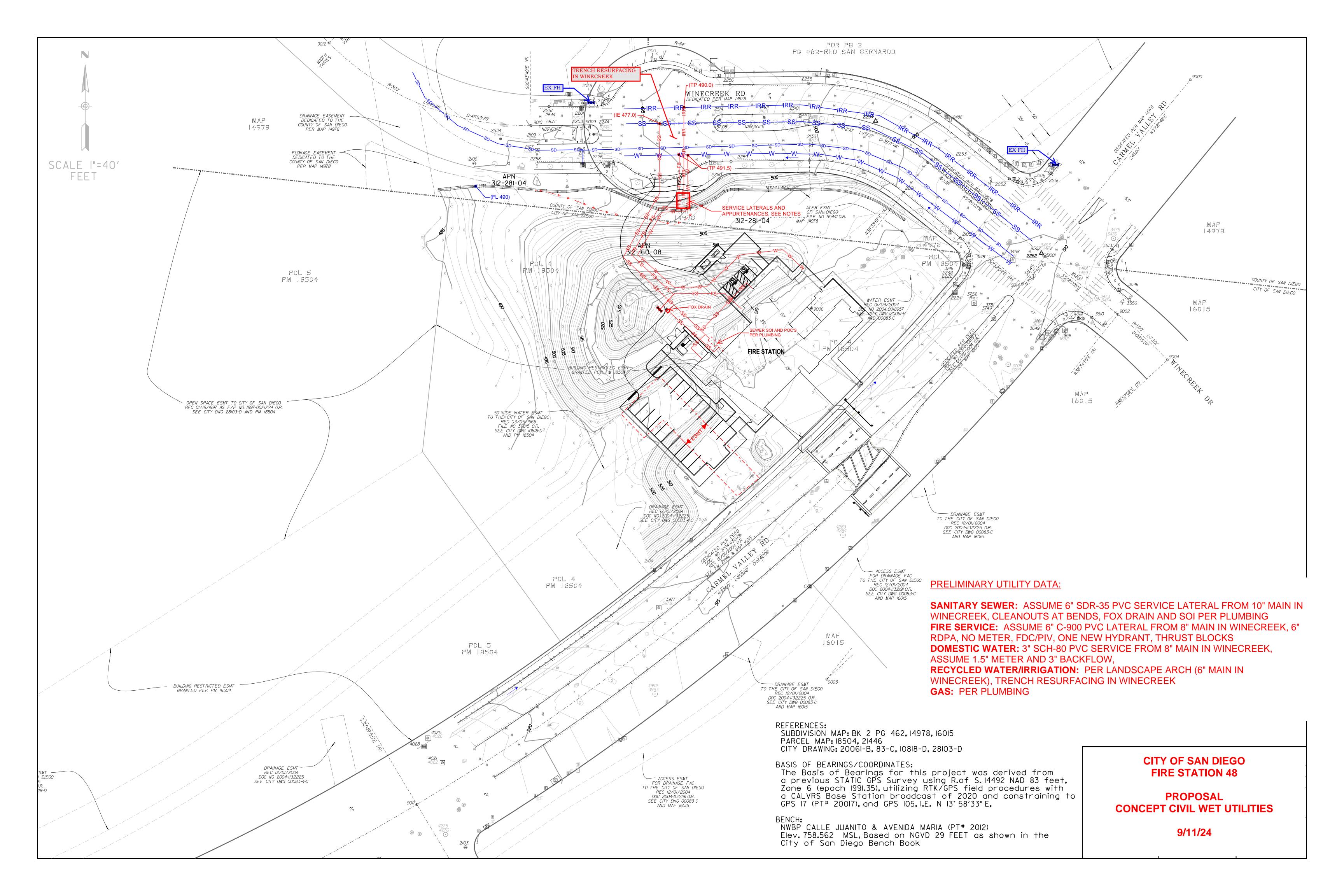
SAN DIEGO FIRE STATION 48 RFP

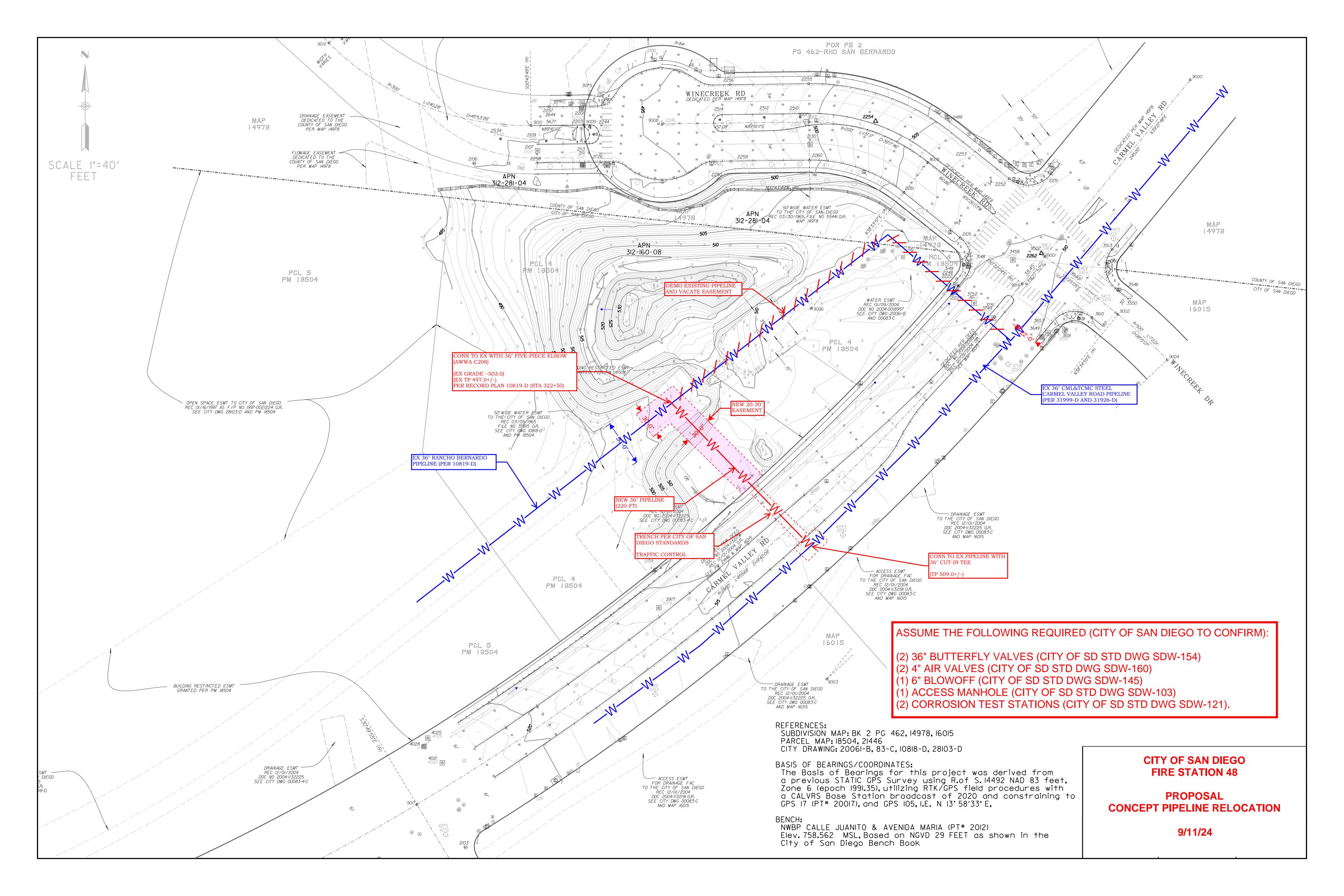
INTERIOR PERSPECTIVES

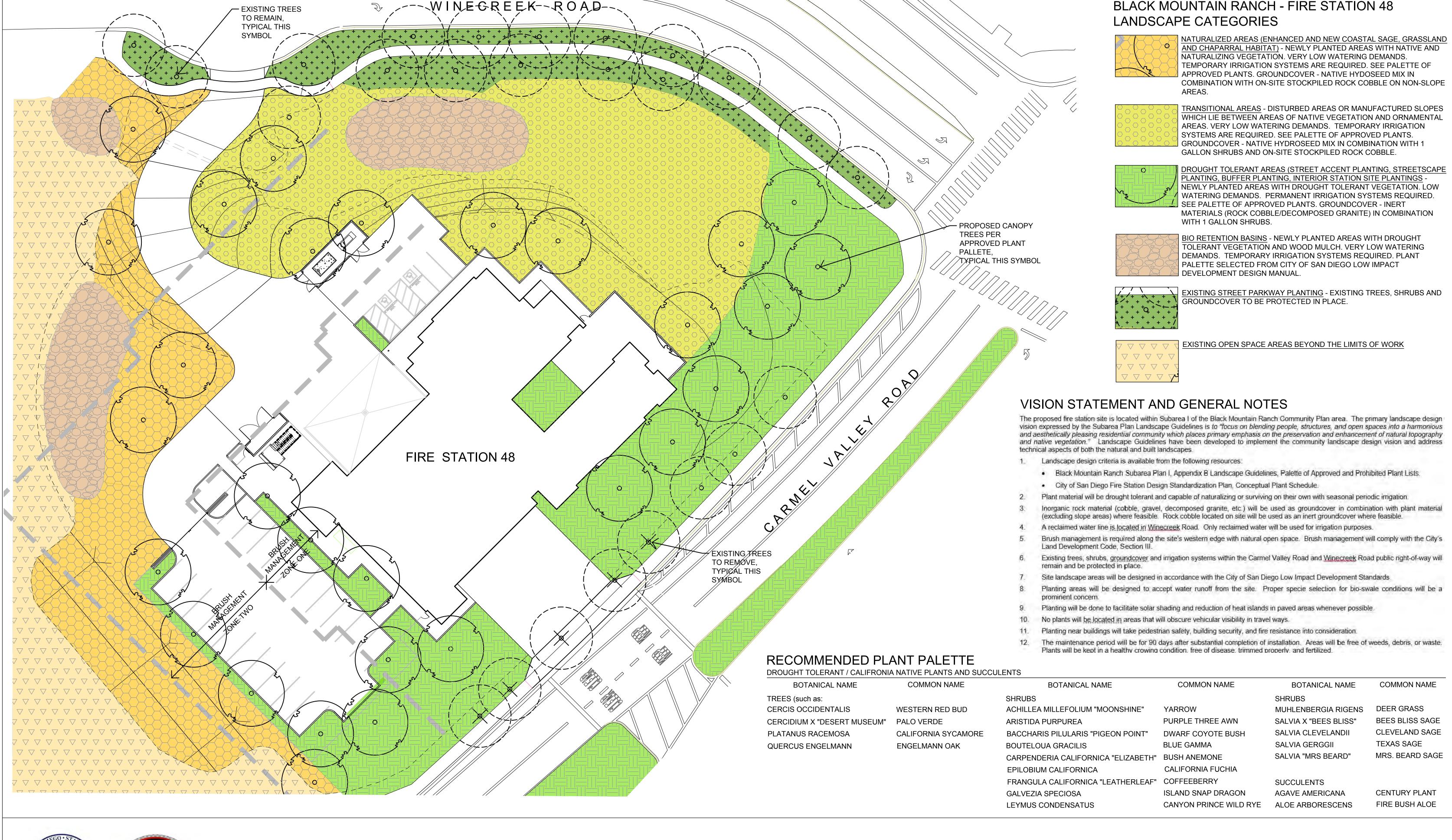












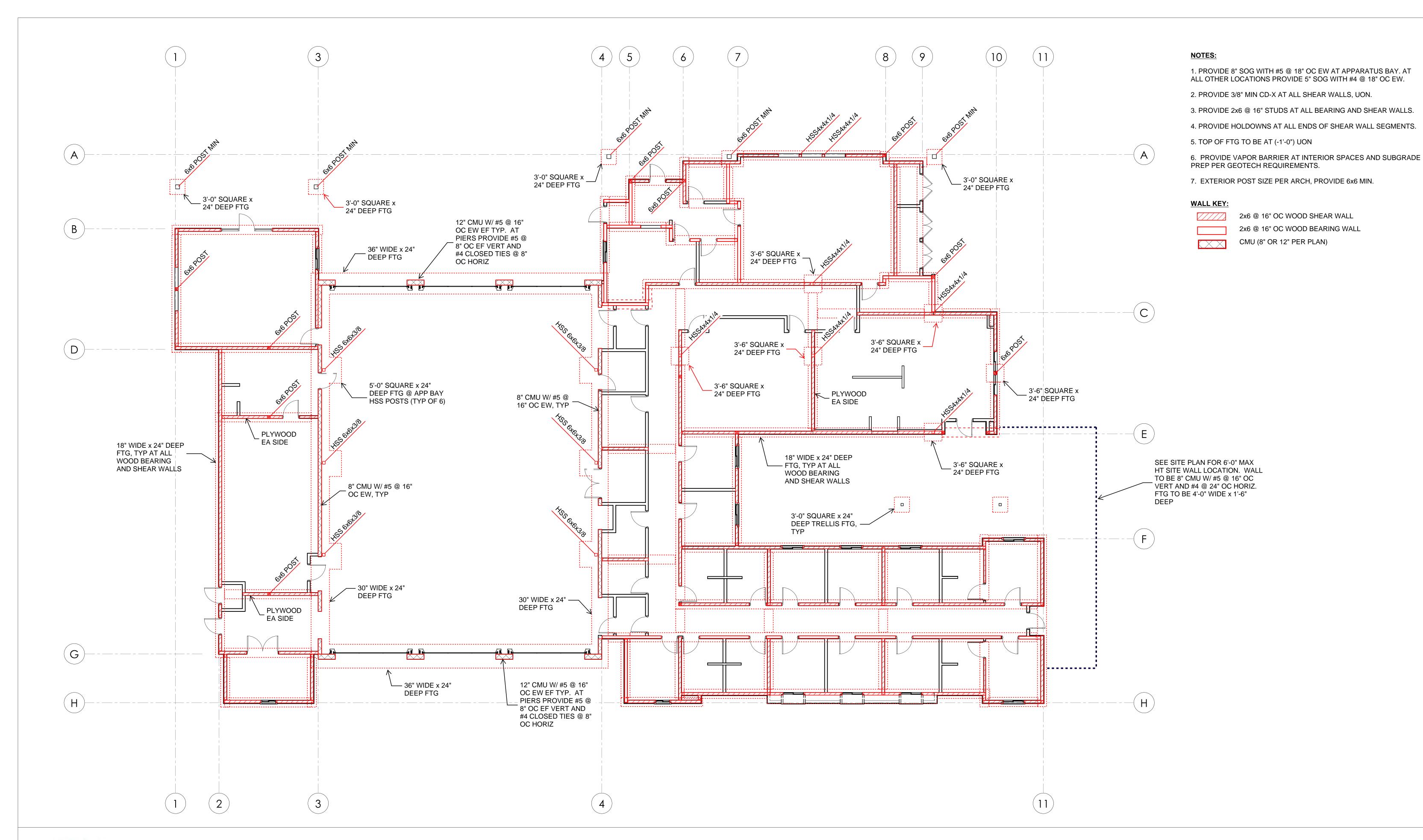


SAN DIEGO FIRE STATION 48 RFP

LANDSCAPE CONCEPT PLAN









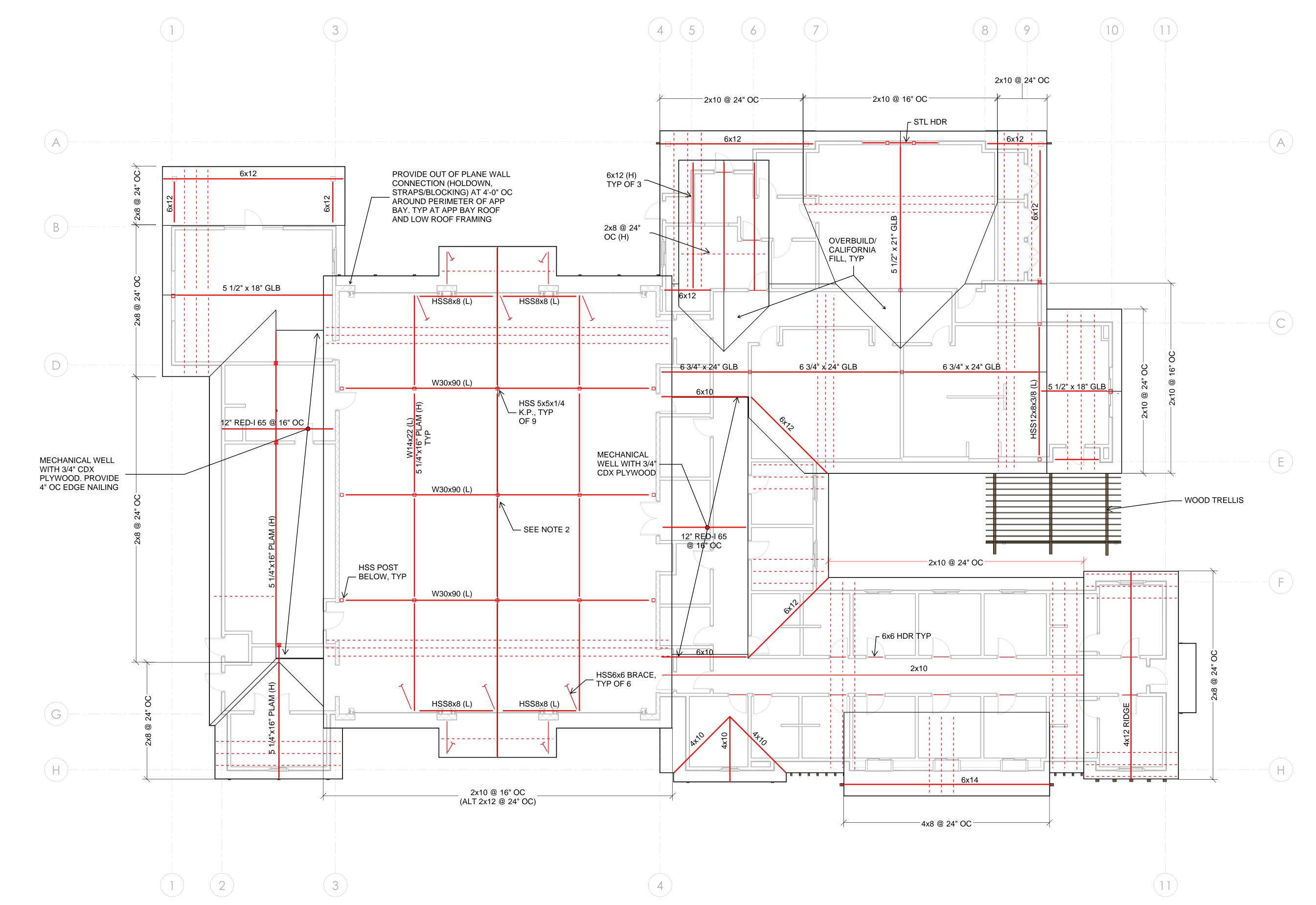
1/8" = 1'-0"

SAN DIEGO FIRE STATION 48 RFP

FOUNDATION PLAN









1. ROOF PLYWOOD:

TYPICAL ROOF: 1/2" CD-X PLYWOOD PII 32/16 EDGE NAIL 10d @ 6" OC FIELD NAIL 10d @ 12" OC

ALL NAILS SHALL BE COMMON WIRE.

BLOCK ALL UNSUPPORTED EDGES PROVIDE FACE GRAIN PERPENDICULAR TO FRAMING.

APPARATUS BAY: 1/2" CD-X PLYWOOD PII 32/16 EDGE NAIL 10d @ 4" OC FIELD NAIL 10d @ 12" OC

BLOCK ALL UNSUPPORTED EDGES PROVIDE FACE GRAIN PERPENDICULAR TO FRAMING. ALL NAILS SHALL BE COMMON WIRE.

2. ASSUME HOLDDOWNS / STRAPS ACROSS GLB AND PLAM SPLICES WITHIN APP BAY ROOF AND LOW ROOF. SIMPSON STRAPS ACROSS RIDGE MEMBERS AND AT FRAMING TRANSITIONS.



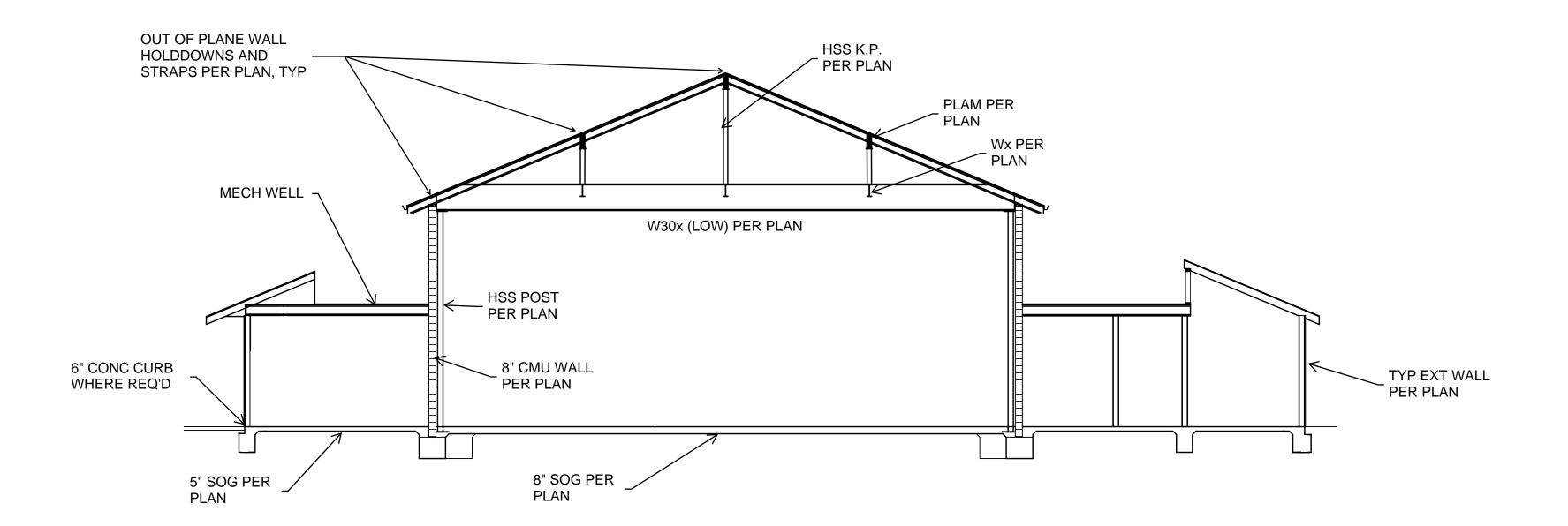




ROOF FRAMING PLAN





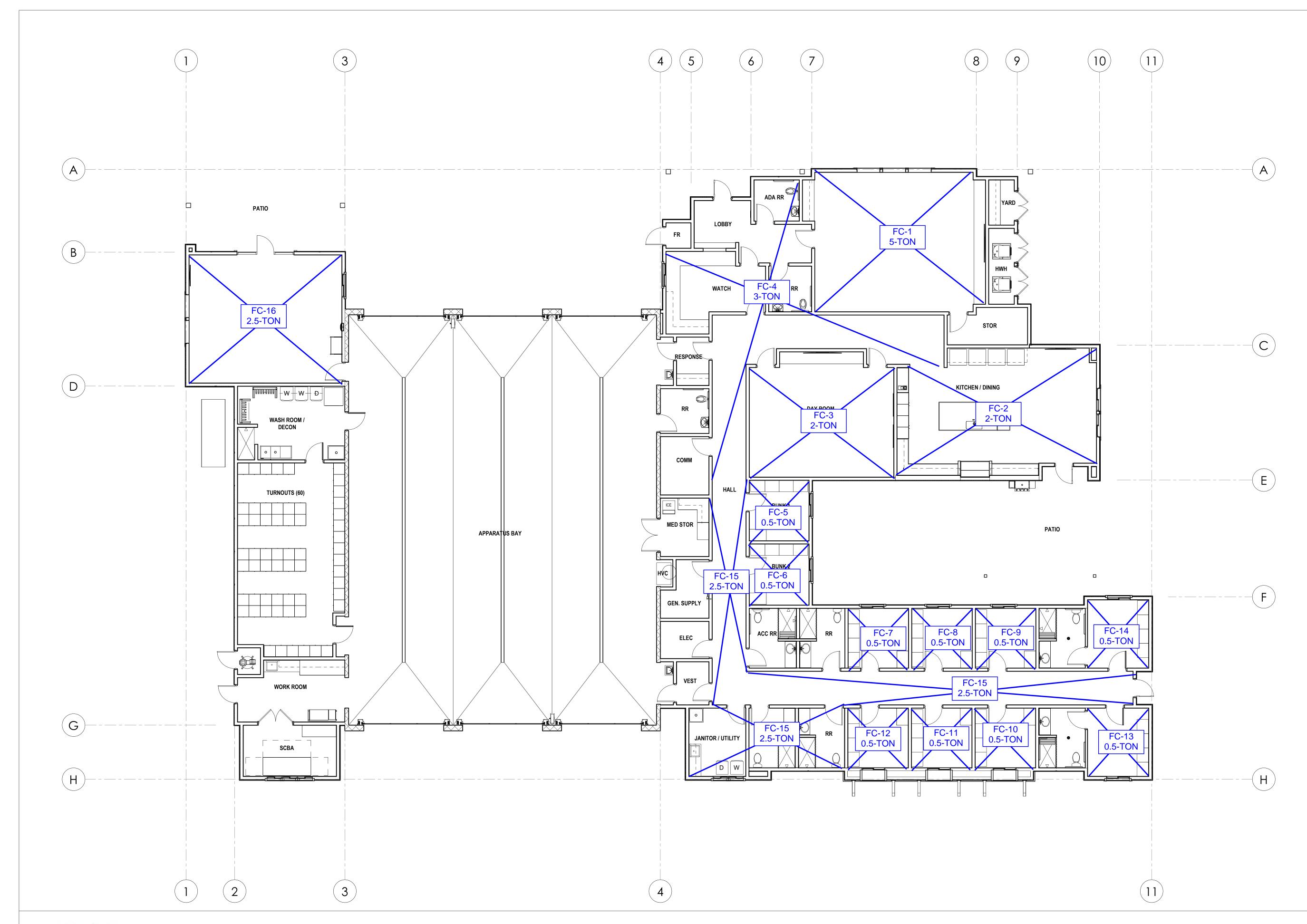
















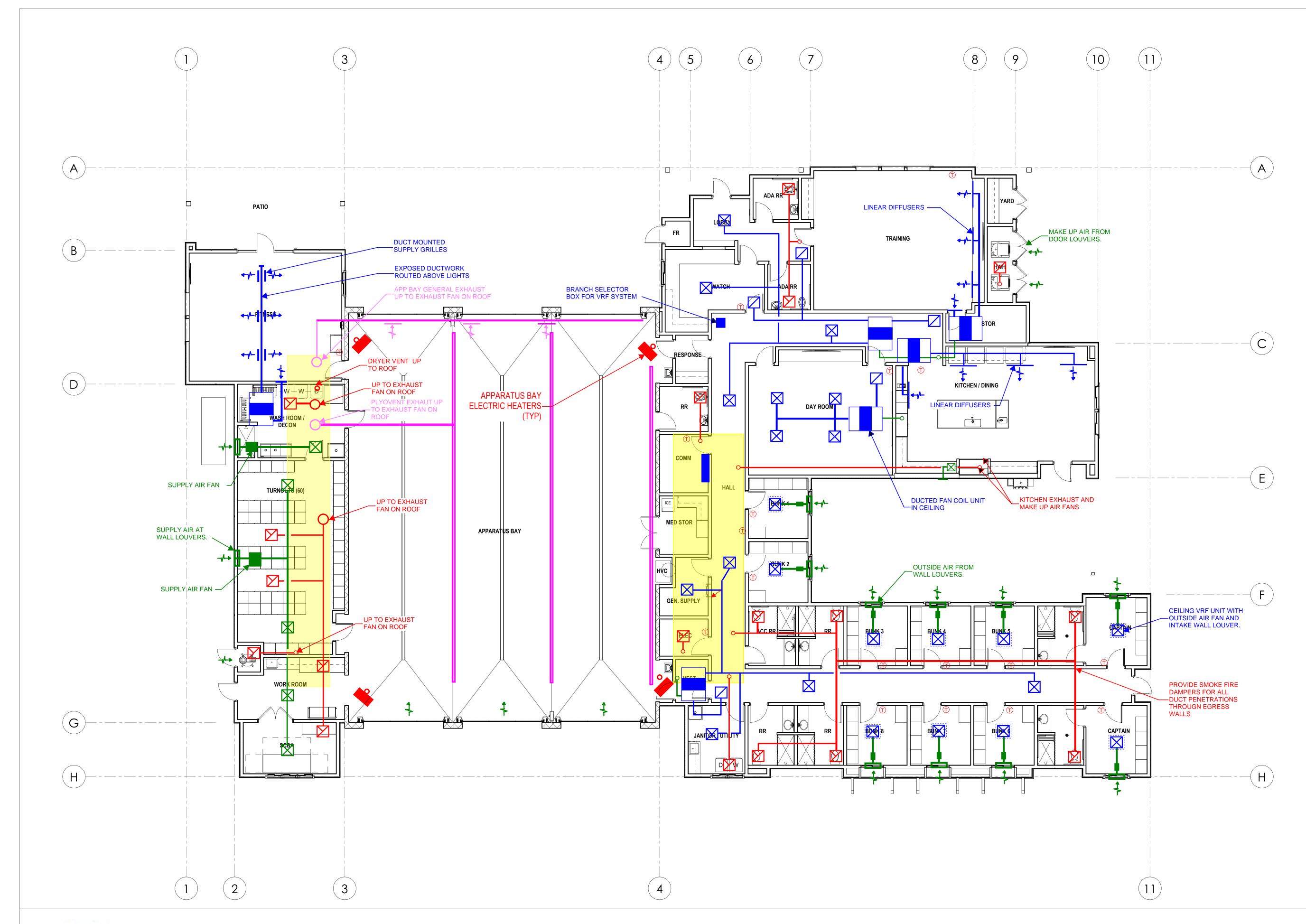


SAN DIEGO FIRE STATION 48 RFP

HVAC CONCEPT ZONE PLAN











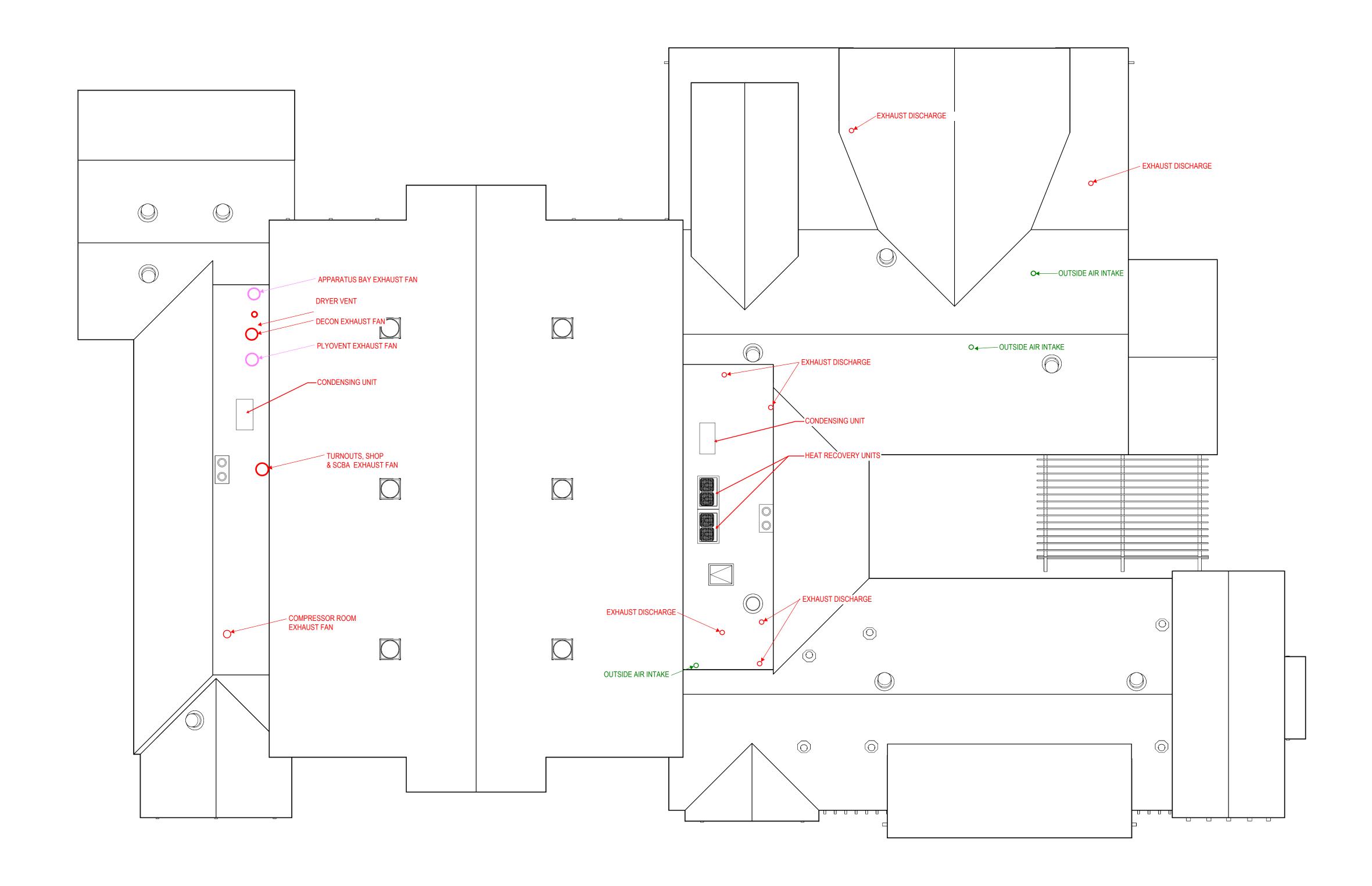




HVAC CONCEPT FLOOR PLAN











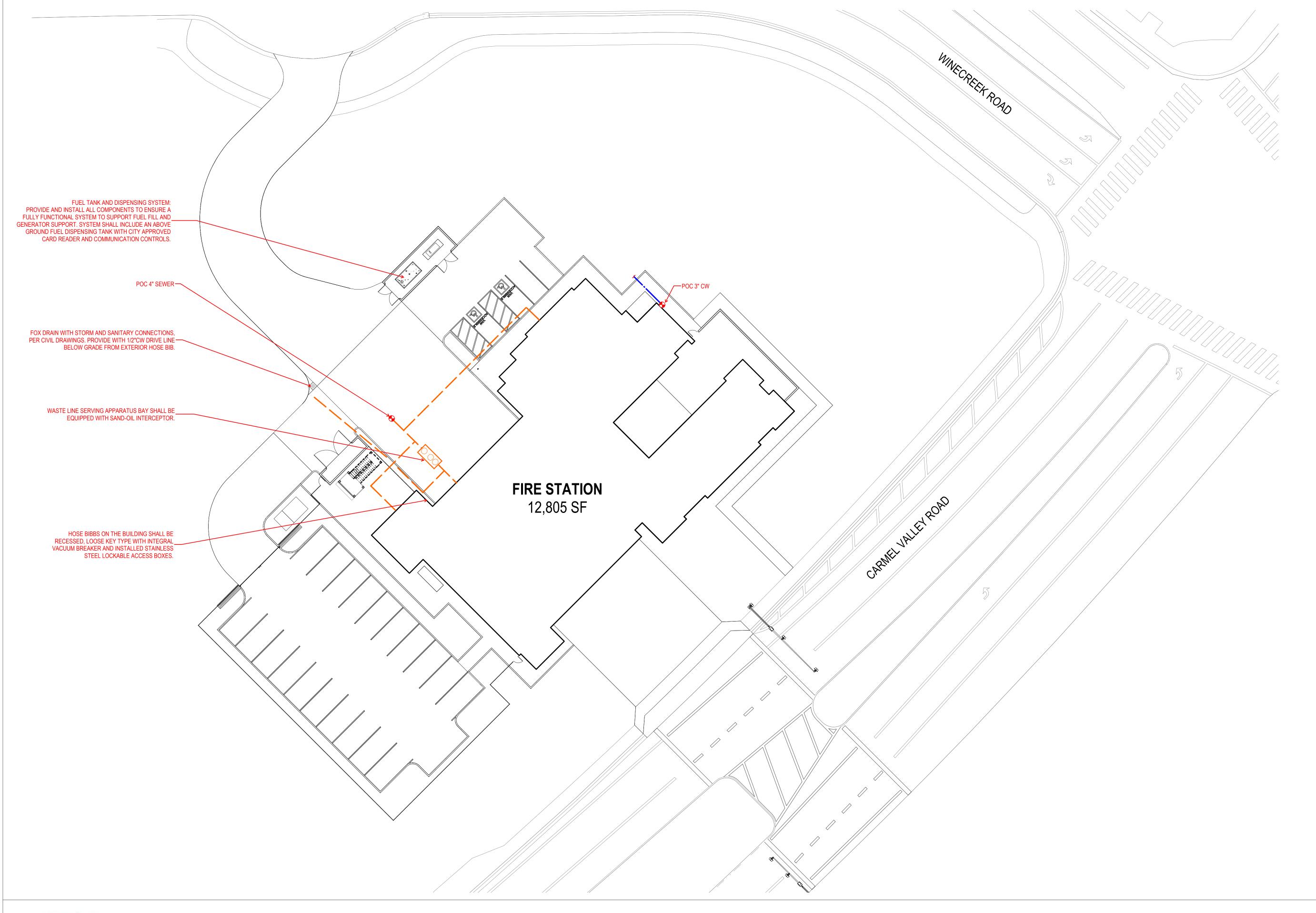




HVAC CONCEPT ROOF PLAN









SOIL, WASTE, AND VENT ABOVE AND BELOW GRADE - PVC SCHEDULE 40 PIPE

WATER PIPING ABOVE GRADE - COPPER TYPE L WITH LEAD FREE SOLDER. HOT WATER AND HOT WATER RETURN PIPE TO BE INSULATED.

WATER PIPING BELOW GRADE - COPPER TYPE K WITH LEAD FREE SOLDER.

NATURAL GAS PIPING ABOVE GRADE - SCHEDULE 40 BLACK STEEL, THREADED. ALL PIPING EXPOSED TO WEATHER SHALL BE GALVANIZED.

CONDENSATE PIPING - COPPER TYPE M PIPING, INSULATED.

COMPRESSED AIR PIPING - COPPER TYPE L. HARD DRAWN, BRAZED FITTINGS.

ALL PIPING TO BE LABELED PER ANSI/ASME A13.1 STANDARD COLOR AND LETTER REQUIREMENTS.



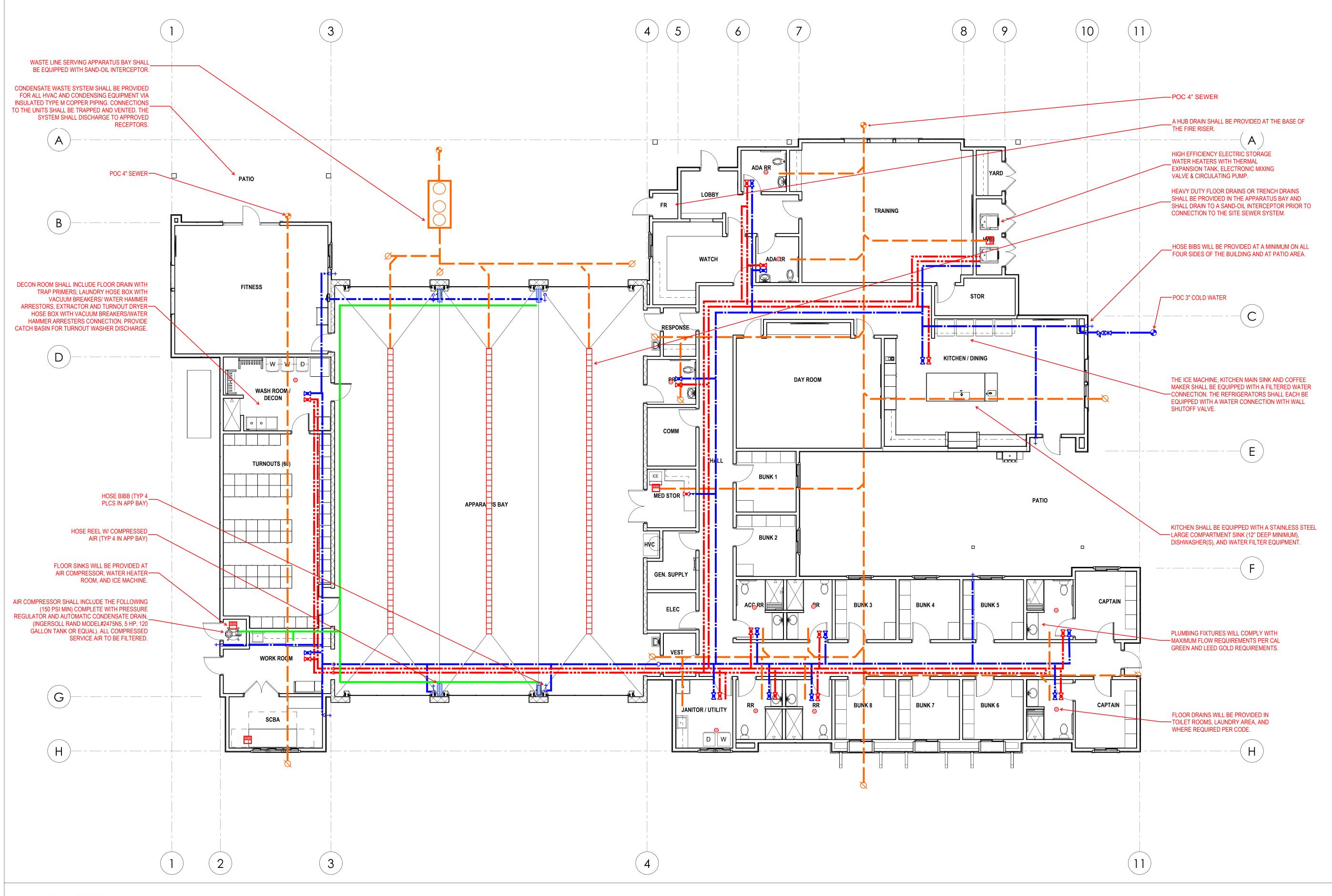


SAN DIEGO FIRE STATION 48 RFP

PLUMBING CONCEPT SITE PLAN









SOIL, WASTE, AND VENT ABOVE AND BELOW GRADE - PVC SCHEDULE 40 PIPE

WATER PIPING ABOVE GRADE - COPPER TYPE L WITH LEAD FREE SOLDER. HOT WATER AND HOT WATER RETURN PIPE TO BE INSULATED.

WATER PIPING BELOW GRADE - COPPER TYPE K WITH LEAD FREE SOLDER.

NATURAL GAS PIPING ABOVE GRADE - SCHEDULE 40 BLACK STEEL, THREADED.

CONDENSATE PIPING - COPPER TYPE M PIPING, INSULATED.

ALL PIPING EXPOSED TO WEATHER SHALL BE GALVANIZED.

COMPRESSED AIR PIPING - COPPER TYPE L. HARD DRAWN, BRAZED FITTINGS.

ALL PIPING TO BE LABELED PER ANSI/ASME A13.1 STANDARD COLOR AND



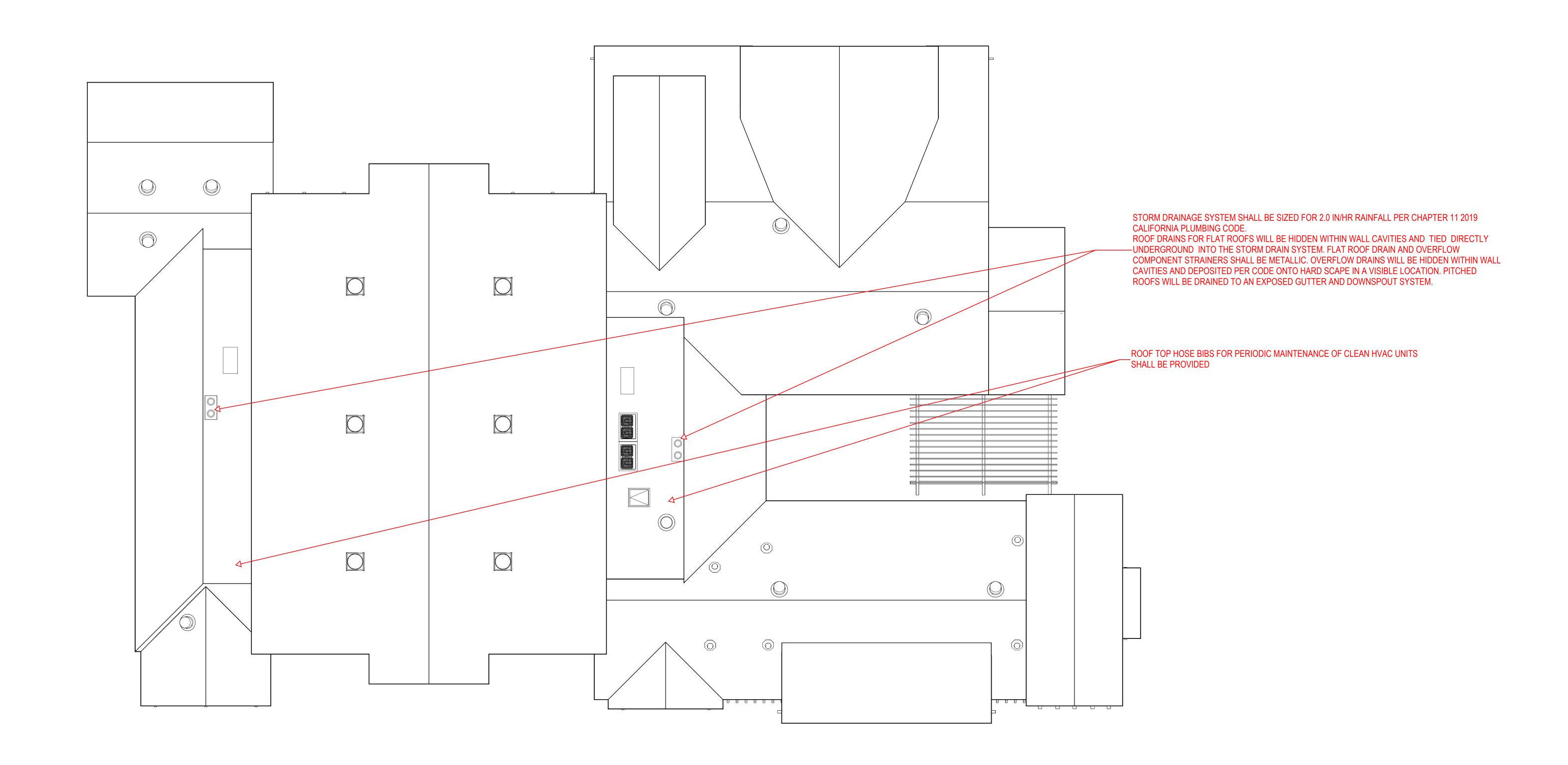


SAN DIEGO FIRE STATION 48 RFP

PLUMBING CONCEPT PLAN











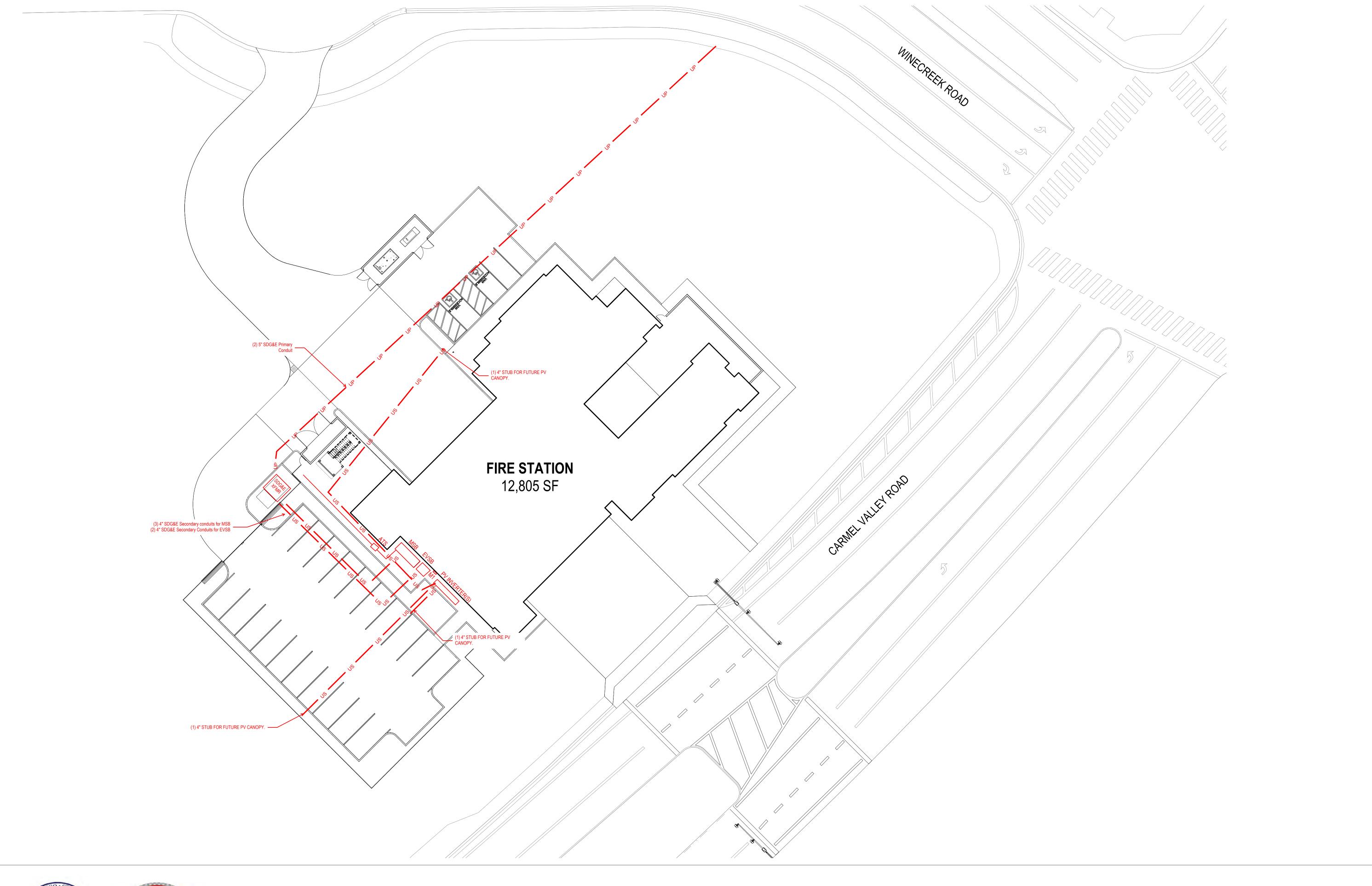




PLUMBING CONCEPT ROOF PLAN







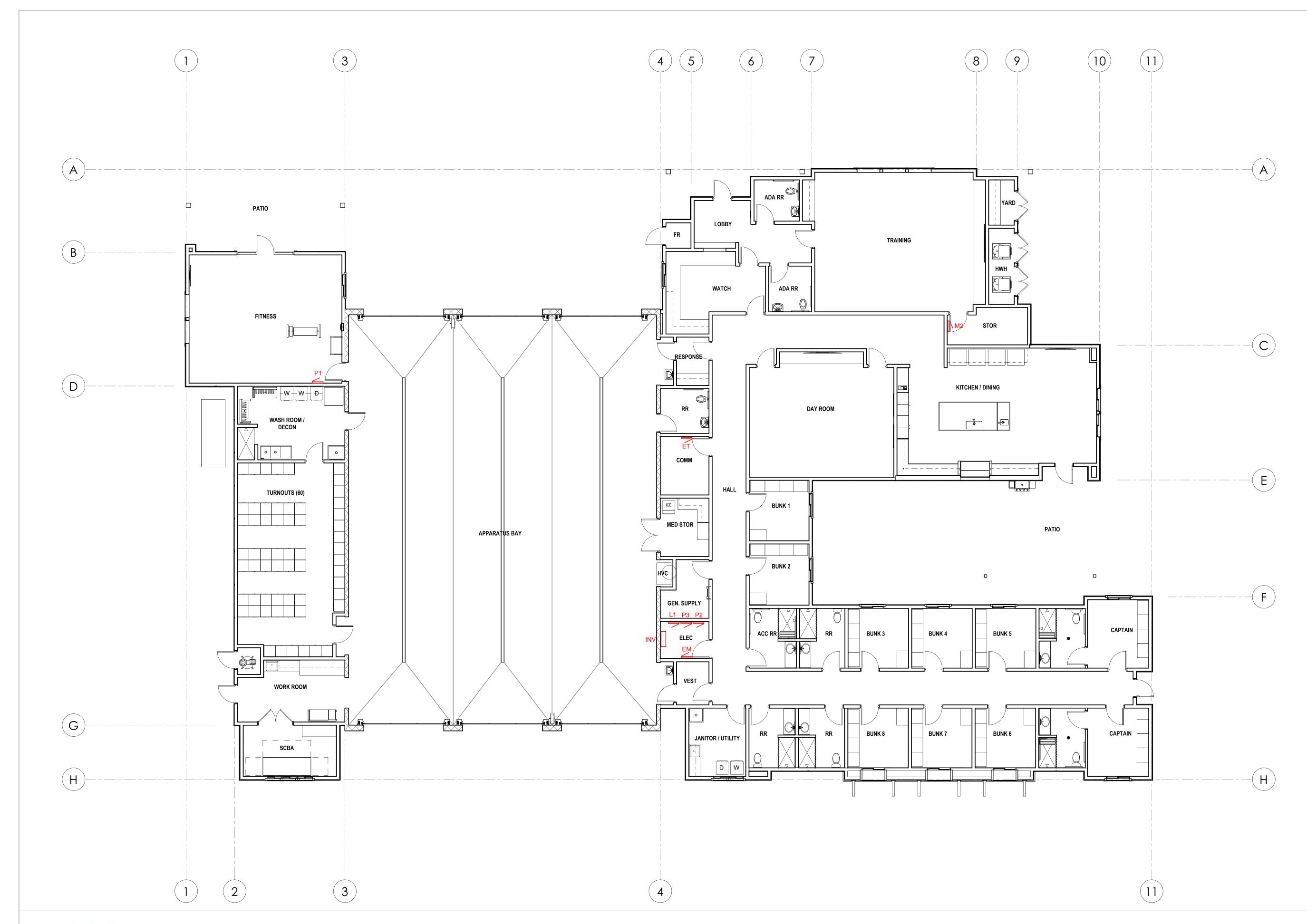








SITE PLAN - POWER







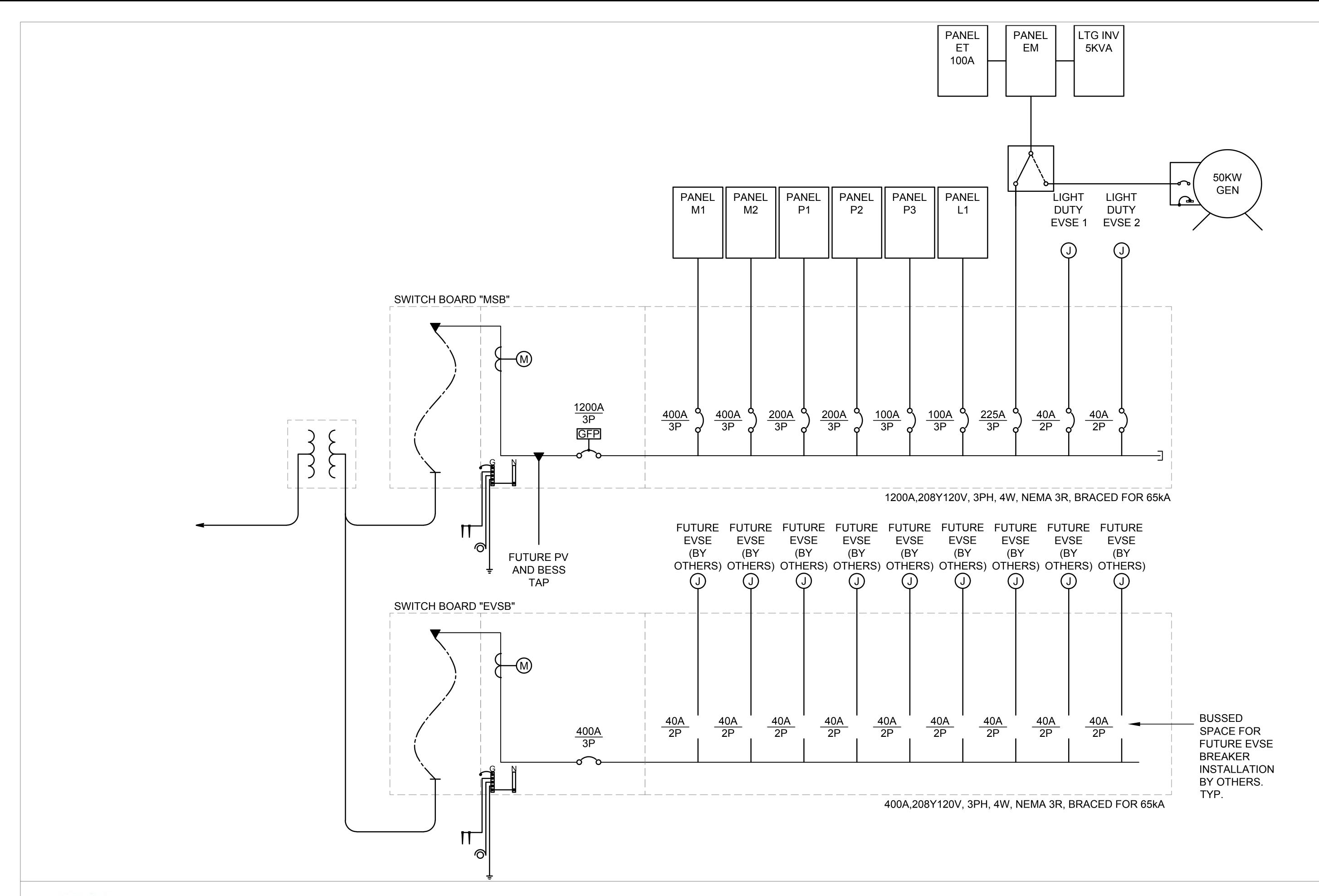




FLOOR PLAN - POWER

















SINGLE LINE DIAGRAM

4.1.1. PROPOSED DESIGN

ARCHITECTURAL DESIGN

The design and construction of this new Fire Station offers the unique and challenging opportunity to create an exciting, modern, functional, and comfortable facility for San Diego Fire -Rescue. This facility not only meets the functional requirements of the fire fighters but provides a sustainable facility that fits within the community as a whole. Our experience working with various fire service agencies in the state has provided us with a broad understanding of how these agencies conduct their business. We understand the unique role that the Fire Department serves in the community, and the importance of providing a facility which meets both the fire fighters' living needs, as well as the functional requirements necessary for them to perform their emergency tasks quickly and efficiently. We have created a holistic building design that not only meets the requirements of the program documents but also respects the needs and aesthetics of the Black Mountain Ranch Community.

Our first task in creating a concept design for this station was to study the San Diego Fire Station Design Standardization Documents provided with the RFP and decide on a single, two, or three-story fire station. We then analyzed the site orientation, existing topography, traffic patterns, and adjacent facilities. We made the determination that a single-story fire station is the most appropriate design for this site. The placement of the fire station on the site was a result of carefully examining the existing grades, understanding how this facility will interface with existing school across Winecreek Road, the traffic patterns on Carmel Valley Road, and anticipated concerns of City of San

Diego Traffic Engineer. Our team made the determination that the egress drive for fire apparatus should be onto Carmel Valley Road and a single-entry point for returning apparatus, public parking, and fire personnel vehicles shall be from Winecreek Road. The site layout shown in the proposal plans is the preferred option as it places secure fire personnel parking near the turnout locker room and away from Winecreek Road. During the early design coordination effort with the City, we will be performing further evaluations as to potential impacts to the wetland buffer zone of this parking area.

A critical aspect of the layout of the interior spaces of the Station is ensuring the most efficient and direct access to the Apparatus Bay from all areas of the station to reduce response times. The single-story design provided in our proposal situates the bunk rooms close to the front of the apparatus bay and provides a second access point near the day room, kitchen and administrative spaces. The separation of the "dirty functions" from the living quarters is achieved by locating all the dirty operations on the west side of the station, adding a single use occupancy restroom directly off of the apparatus bay, and providing air lock vestibules and hand washing stations between the apparatus bay and living quarters.

The layout we propose provides a wing of bunk rooms arranged based upon engine company personnel with a Captain Bunk located with three standard bunks and two remaining bunks provided in the core area. The administrative spaces and training room are located in a wing along with Day Room and Kitchen providing a space for a very nice patio off the Kitchen with a screen wall for privacy. The design and construction will minimize adverse effects on the exterior environment, enhance the quality of the indoor environment,







and minimize consumption of energy, water, and construction materials while providing a station with the function, amenities, and comfort required in the RFP and best practices for fire station design.

STRUCTURAL

Design Criteria:

- » Seismic Design: The structure will be designed as a Risk Category IV structure with an importance factor of 1.5. The site class has been assumed to be D-Default which will be confirmed by the geotechnical report. Seismic ground motions will be in accordance with ASCE 7-16 with SDS = 0.662g.
- Wind Design: The structure will be designed for a Basic Wind Speed of 107 mph in accordance with Risk Category IV structures. The exposure category for the structure will be Exposure C.
- » Live Load: The structure will be designed for a roof live load of 20psf. The vertical deflection criteria will be L/360 for Live Loads and L/240 for Dead + Live loads.

Structural Systems

The new building will be a reinforced masonry, steel, and wood framed structure. The long spans of the apparatus bay will be supported by three flat, wide flange steel beams and HSS posts. These beams will support Parallam and conventional wood framing at the sloped roof. The typical roof will be composed of conventional wood framing and plywood sheathing with Glulam beams and HSS posts at longer spans. I-joists will be utilized at the mechanical well areas.

The foundations will be reinforced concrete, spread and strip footings. Based on the preliminary grading/geotechnical report, we

assume that the use of spread footings will be appropriate for the new Fire Station building. An initial allowable bearing pressure of 2,000 PSF has been assumed.

The slab-on-grade will be an 8" thick concrete slab at the apparatus bay and a 5" thick concrete slab at the support and living spaces.

The lateral-force-resisting-system will consist of Special Reinforced Masonry Shear Walls at the apparatus bay and Plywood Shear Walls elsewhere. The masonry walls will be laid in running bond and will be fully grouted. Diaphragms will be composed of blocked plywood sheathing.

MECHANICAL

Indoor design conditions per ASHRAE standards, occupancy expectations, and California Mechanical Code and Title-24 Standards. Occupied spaces: 72°F cooling, 70°F heating; equipment rooms: 78°F cooling, 68°F heating; no humidity control. The project targets LEED certification and complies with City of San Diego's Zero Emissions Municipal Buildings and Operations Policy and Sustainable Building Policy. Outdoor conditions are based on ASHRAE's annual cooling dry bulb and wet bulb temperatures, and 99.6% heating dry bulb temperature.

- » Heating/cooling for hallways, kitchen, dining, bunk rooms, offices, day room, lobby, fitness area; indirect conditioning for restroom/showers.
- » 24-hour cooling for Comm Room and Elevator Equipment Room.
- » Exhaust for laundry area, bathrooms, electrical room, and kitchen (with hood & makeup air provisions).
- » 24-hour exhaust for Turnout Area.
- » Plymovent vehicle exhaust system

for apparatus bay with rails, snorkels, tailpipe connections, fan, and controls, accommodating future additions.

- » Complete refrigerant piping, ductwork, distribution, controls, and test and balance.
- » Dryer vent systems.
- » Electric heaters and ventilation for apparatus bays.
- » Mechanical outside air for ceiling A/C units and pressurized spaces.
- » Test & Balance, Commissioning

HVAC Equipment

Split system air conditioning with outdoor unit on the roof, indoor unit in the Comm Room, connected via refrigerant pipes.

Variable refrigerant flow (VRF) system with indoor fan coil units and ceiling cassettes, connected to centralized outdoor units on the roof via refrigerant piping, capable of simultaneous heating and cooling. Outside air provided by booster fans. Daikin is the Basis of Design. Merv 13 filters for all ducted equipment. HIGH EFFICIENCY and low GWP refrigerant to meet LEED SILVER standards.

Apparatus Bay ventilation with wall-mounted louvers and exhaust fan; exhaust and makeup air for Decon and Turnout Area adjacent to the bay; CO2 and NO2 sensor-controlled exhaust air fans; pneumatic vehicle exhaust system.

Heaters for Apparatus Bays provided as needed.

Comprising sheet metal ductwork, air devices (diffusers and grilles), and accessories (dampers, louvers, flexible duct). Ductwork follows ASHRAE and SMACNA design

procedures. Balancing dampers ensure proper air balance. Increased air flow to meet LEED SILVER standards.

HVAC operation controlled by an electronic system implementing scheduling, temperature set points, after-hours operation, and space temperature control. Exhaust fans for equipment and storage rooms controlled by space thermostats. Turnout Room and Apparatus Bay run continuously or via switch controls.

HVAC design shall target LEED SILVER requirements. The project aligns with the City of San Diego's Zero Emissions Municipal Buildings and Operations Policy and Sustainable Building Policy No. 900-14.

Post-installation, the HVAC system will be tested and balanced per NEBB and/or AABC standards by a third-party Test & Balance contractor.

PLUMBING

Fixtures will meet CAL Green maximum flow requirements. Floor sinks will be provided at air compressors, ice machine, and turnout areas. Clothes washer/extractor drainage will connect to the sewer system via a catch basin. A hub drain will be placed at the fire riser base, and trench drains in the apparatus bay will lead to a sand-oil interceptor before connecting to the site sewer system.

Systems include domestic hot and cold water, compressed air, condensate, sand-oil waste, storm drain, and sanitary waste and vent systems. The building drain will connect to the sewer main. Water stub-outs will be provided for refrigerators and ice makers. Gas is excluded to maintain Net Zero compliance.

Compressed air will support shop air usage and a potential pneumatic Plymovent system. A sand-oil interceptor will serve the apparatus bay drains.

An all-electric heat-pump hybrid water heater will supply hot water via an in-line circulating pump. The system will include an expansion tank, thermostatic mixing valve (ASSE certified), storage tank, and shall be sized per ASHRAE standards. All hot water and recirculating piping shall be insulated per Title-24 requirements.

The potable water system will use Type L copper above grade and Type K below grade, with supply pressure between 30 and 80 PSI. Maximum pipe velocities are set at 8 fps for cold, 5 fps for hot, and 2 fps for recirculation.

Cast iron piping will be used for sanitary and storm drainage within the building to limit noise. Horizontal sanitary piping runs will have clean-out access ports. Below grade piping may be SCH 40 solid wall ABS. Apparatus Bay waste lines will include a sand-oil interceptor.

The system will be sized for a 1.5 in/hr rainfall per the 2019 California Plumbing Code, using materials specified for the drainage system.

The condensate drainage system will serve all VRF and Split System units with insulated Type M copper piping, trapped and vented, discharging to an approved receptor.

A complete compressed air system with Type L copper piping, compressor, dryer, filters, receiver tank, controls, drain, outlets, and hose reels shall be provided.

PLUMBING design shall target LEED SILVER requirements. The project aligns

with the City of San Diego's Zero Emissions Municipal Buildings and Operations Policy and Sustainable Building Policy No. 900-14.

ELECTRICAL

The Fire station building electrical system will be served from a new pad mounted service transformer located within the project site.

- » New primary conduit will be provided from the existing utility switch located on Winecreek RD. The underground primary conduits will consist of (2)5"C.
- » A separate exterior electrical service shall be provided for EV Equipment.
- The station electrical system will include a 1200A, 208Y/120V three phase, four wire main service switchboard board.
- » CATV and Telephone system will be fiber, served from an existing service pedestal located on Winecreek Dr
- » The fire station alerting system design for the station shall be provided per City of San Diego Fire Station Design Standards.

Engineered Solutions

The building interior lighting system for each station will be provided in compliance with RFP and IES recommendations.

Low level, red LED lighting fixtures will be provided in nighttime sleeping areas, including engineer offices, hallways leading to the apparatus bays, and as approved by the fire department.

Exterior Lighting System for building façade, outdoor work areas and parking areas will include pole and building mounted LED type fixtures. Concrete pole bases will be a minimum of 18".

All LED lighting will be provided dimming capabilities in conformance with 2022 Title-24 requirements.

Branch circuit panels will be provided for lighting, power, kitchen equipment and HVAC loads with copper bussing. All panels will include bolt-on type circuit breakers.

Minimum of 1 panel shall be provided on the station on either side of the apparatus bay.

MC cable shall be used for branch circuits. All home runs shall be minimum ³/₄" conduit. MC cable is anticipated to be utilized for power distribution to lighting and power outlets from boxes with circuit home runs

Infrastructure for (2) Light Duty EVSE station will be provided from the building's MSB. Each EVSE will require an 40A 2P circuit breaker

Grounding System will be in compliance with NEC Article 250. A telecommunication Main Ground Bus (TMGB) ground will be provided in the communications room and will be connected to the building grounding system.

A complete tele/data system will be installed for the station including all components and equipment (with exception of OFCI active equipment such as routers, modems, fire walls, etc) for station operation. All systems low voltage systems will be installed free air in J-hooks where in accessible ceiling. Where concealed or exposed, low voltage systems shall be installed in 1-1/4" minimum conduit. All data and IT cabling will be Category 6A.

PV and BESS may be prescriptive required per 2022 CEC Title 24. These systems will be installed by the City's selected PV and BESS contractor. PV and BESS will be connected to

the service gear from a line side tap ahead of the service main and generator distribution. Pathways will be provided for the BESS and PV systems, and will be coordinated with the City's selected PV and BESS contractor.

CIVIL

Pipeline Relocation: The relocated pipeline will run on the west side of the site, from pipeline already existing in Carmel Valley Road, with new cut-in tee then running north into the west portion of the site aligning with the drive aisle of the proposed parking lot where it will connect back with the existing pipeline. The existing easement will be vacated and new easement established 20-30' wide.

Earthwork: The site has been partially graded and is in an interim condition. The geotechnical report prepared by Geocon Inc. dated November 4, 2020 summarizes this condition.

Development of the project site is in an interim condition. In this regard, incomplete remedial and proposed grading will need to be addressed once the existing water line is removed. In addition, Geocon is not aware of the accuracy of the existing graded surface compared to the proposed plan used in our report.

Wet Utilities: Wet utility services for sanitary sewer, fire service, and domestic water service will come from mains in Winecreek Rd, aligned with the proposed driveway/main entrance to the station. Permitting needing through Olivenhain Water District following OWMD Standards.

A new drain behind the building will be connected to both the storm and sewer systems, defaulting to storm but diverting to sewer with the washdown hose bib is activated.

Storm Water Management: Drainage from the existing site flows north into an existing concrete ditch and west into the creek. The site sits above the floodplain and adjacent to riparian habitat (to be avoided)

The project is classified as a Priority
Development Project (PDP) due to the
areas of impervious surface and will require
a PDP Stormwater Quality Management
Plan (SWQMP) per the City of San Diego
BMP Design Manual, and is also subject to
Hydromodification requirements. The existing
concrete drainage ditch on the north side will
remain, except in portions where the ditch is
relocated to accommodate the proposed station
driveway.

To provide water quality treatment through permanent structural BMP's, Biofiltration basins are proposed in three locations, to capture run-off from all impervious areas.

The basins will also provide detention mitigation for Q100 peak flow attenuation as well as storage for hydromodification. The basin subdrains will gravity flow to an outlet structure and then piped to discharge into the existing and relocated concrete drainage ditch on the north side of the site via gravity. As the area of work is more than one-acre, the preparation of SWPPP is required.

Public Improvements

- 1. Work in Winecreek Rd and the Carmel Valley Rd/Winecreek Rd intersection will require a permit from the County of San Diego and entail the following:
 - » Utility laterals
 - » Driveway and utility trenching
 - » Ped Ramp and crosswalk improvements at southwest corner (only)

- » Interconnect to intersection signal for operation of new emergency exit signal
- » Related signing and striping and traffic control (if needed)
- 2. Work in Carmel Valley Rd will require a permit from the City of San Diego and entail the following:
 - » Emergency signal and exit from fire station and median cut
 - » Related signing and striping and traffic control

LANDSCAPE ARCHITECTURE

The landscape design has been developed to project a positive image and reflect the character of the Black Mountain Ranch community. Plant material is drought tolerant and capable of naturalizing or surviving on their own with seasonal periodic irrigation. Inorganic material will be used as groundcover in combination with plant material (excluding slope areas) and rock cobble located on site will be used as an inert groundcover where feasible. Existing landscape within the Carmel Valley Road and Winecreek Road public rightof-way will remain and be protected in place where feasible. Planting areas will be designed to accept water runoff from the site. Proper specie selection for bio-swale conditions will be utilized. Planting will be done to facilitate solar shading and reduction of heat islands in paved areas whenever possible. No plants will be located in areas that will obscure vehicular visibility in travel ways. Planting near buildings will take pedestrian safety, building security, and fire resistance into consideration. The maintenance period will be 90 days after substantial completion of installation.

Planting Criteria: Plant material will be drought tolerant, fire and disease resistant,

non-invasive and non-toxic as indicated by The American Society of Landscape Architects and the California Native Plant Society. They will be healthy and well rooted with vigorous foliage growth. Container stock will be well established but not root bound. Within the parking areas, one 24-inch box tree shall be provided within 30 feet of each parking space. Groundcover will be planted in triangular spacing at a distance that will typically ensure 100 percent coverage within one year from installation. Trees will be guaranteed for a period of one (1) year, with shrubs and groundcovers guaranteed for 90 days.

Irrigation Criteria: Irrigation will be designed, constructed, and managed to maximize overall irrigation efficiency within the limits established by the maximum applied water allowance. A water budget will be developed for landscape irrigation use that conforms to the San Diego local water efficient landscape ordinance, or to the California Department of Resources Model Water Efficient Landscape Ordinance, whichever is more stringent.

All required irrigation systems and all irrigated areas will be automatically controlled. Irrigation systems will be designed to deliver water to hydrozones based on the moisture requirements of the plant group. Dedicated landscape water meters will be installed.

Lateral piping shall be installed below the finish grade of the planting area. Emitter distribution tubing must be completely covered by mulch. City approved backflow prevention units are required on all irrigation systems. Installation will comply with all applicable health and safety codes. Where plant material has differing water needs, separate systems will be designed to give each plant type area adequate minimum amounts of water. All irrigation systems will be designed to avoid

runoff, seepage, and overspray on adjacent property, non-irrigated areas, walks, roadways, or structures. Systems requiring flushing shall accomplish flushing without erosion, disturbance to planting areas, or discharge into the storm drain system.

4.1.2. DURABILITY AND EASE OF MAINTENANCE

The true measure of design excellence is the facilities' ability to hold up over time. This facility will be designed and constructed with close attention to the daily wear and tear that emergency response facilities must withstand. Our stations receive high marks from all our end users for the innovative design and durable, low maintenance finishes, and materials that we specify. This fire facility is designed and constructed for a functional service life of 50+ years. The following materials were selected based on documents referenced in the RFP and from recent relevant experience working on City of San Diego Fire Stations and their specific requests.

EXTERIOR FINISHES

Split Face and Shotblast concrete masonry units are proposed at the apparatus bay, and a mix of manufactured stone veneer and integral color stucco over framed walls for the balance of the station. Exposed heavy timber accents and roof framing emphasize the rustic-modern building aesthetic. Heavy timber construction will be provided with high-solid stain finish as this type of finish requires less long-term maintenance than a typical paint finish. The roofing will primarily be concrete roof tiles in a neutral color palette to compliment the surrounding neighborhoods. These materials were chosen for their attractiveness. permanence, and ability to provide a cohesive aesthetic with the Black Mountain Ranch community.

INTERIOR FINISHES

Finishes have been chosen for long life span, durability, and low maintenance without requiring special equipment or specific skills. We considered our past San Diego Fire Station experience and utilized the same type and quality of materials. Flooring in all apparatus and support spaces will be polished concrete (except service rooms like electrical and fire riser rooms which will be sealed concrete.) The lobby, Watch Room, main circulation corridor, and Laundry/Utility room will also be polished concrete. Rubberized sports flooring will be provided at Fitness Room. A combination of wood and plastic laminate casework shall be provided throughout the station for aesthetics and longevity.

Kitchen counters to be custom fabricated stainless steel with integral sink and marine edge; solid surface countertops will be utilized in restrooms, day room, medical storage, and watch room. LVP flooring to be provided at bunk rooms for ease of cleaning and maintenance, as well as providing sound control. Ceramic tile will be utilized on floors and walls of the restrooms. Furnishings & Fixtures will be selected to maintain their integrity and performance for their stated life. Mechanical & Electrical Equipment will be selected for durability and ease of maintenance & operation. This will make it much easier for City Maintenance personnel to learn the systems and complete all maintenance and/or repairs.

SPECIAL ISSUES & ADDED VALUE

» Single occupancy restroom located directly off the apparatus bay which allows personnel returning from a call to use the restroom prior to clean up and avoid

- bringing contaminants into the living quarters
- » Expanded Wash Room to include a decontamination shower/wash down area and space for a Solo Equipment Washer in addition to the space required for the equipment indicated in the Fire Station Design Standardization
- » Corner guards to protect the corners and edges of the walls
- » Paint and finishes on surfaces will be selected for wash ability and low absorption of fumes and microorganisms
- Exhaust fan in apparatus bay to provide for continual ventilation and ensure negative pressure relative to occupied areas of the facility
- » Vehicle wash down area with fox drain provided at rear driveway
- » High speed Hormann overhead coiling doors at app bay
- » Enhanced partially covered fitness patio inclusive of over 1,000 square feet and a stand-alone training platform
- » Separate laundry and janitorial facilities in the living quarters
- » Training room accessed from lobby and located away from the red zone side of the fire station
- » Two (2) 48" box trees provided along Carmel Valley Rd. for enhanced mature landscaping
- » Water bottle fill station at the fitness room

PROPOSED SERVICE LIFE OF MAJOR SYSTEMS

» Building envelope:100 years CMU Walls / 60 years Stucco / 60 years Manufactured Stone









» Finishes: 15 years

» Windows/Glazing: 50 years

» Door/Door Frames and Hardware: 25 years

» Roof systems: 30 years» MEP Systems: 25 years

4.1.3. AESTHETICS AND FUNCTIONALITY

EXTERIOR AESTHETICS

Our Team understands the importance of the exterior look of the building and will ensure it fits with the desired aesthetic of the local Community. We are well versed in working collaboratively with public entities and local community groups to develop designs that fit within and respect the immediate area and its community members. Our motto has always been that the inside of a public facility belongs to the occupants, and the exterior of the facility belongs to the community.

It is our goal for the fire station to have a strong civic presence that embraces the architectural language of the Black Mountain Ranch Community. The design ensures efficient functionality of the fire station's operations while providing a home for personnel. The building signage and apparatus bay clearly denote the building as a fire station, while the scale of the building is comparable to the surrounding neighborhood.

The exterior finish materials have been carefully selected to provide aesthetic quality similar to facilities such as the Del Sur Ranch house. Engineered stone, exposed heavy timber, split face and shot blast CMU, and smooth stucco are extremely durable yet attractive and fit within the community design guidelines. The tower on the southeast corner of the building is closest to the intersection at Carmel Valley Road and Winecreek Road

displays a large '48' and gives the building a civic presence at this prominent corner.

INTERIOR AESTHETICS

The interior aesthetic was developed to reflect the safety and functionality requirements for the facility while providing a warm, comfortable atmosphere for the fire fighters on shift. The material and color palette proposed will meet the latest Fire Stations and Facilities Design and Construction Standards and be detailed in collaboration with the project stakeholders.

FUNCTIONALITY

A critical aspect of the layout of the interior of the Fire Station is organizing all the spaces to ensure the most efficient and direct access to the Apparatus Bay to minimize response time. We are also extremely cognizant of the latest in industry trends for Hot Zone design, including spatial separation of clean and dirty functions, and specifically appropriate mechanical design of systems to maintain positive pressure ventilation to insure elimination of cross contamination. In addition to a full decontamination room, we have provided handwashing stations directly off the Apparatus Room and a single occupancy restroom to allow personnel returning from a call to clean up prior to entering the station, all of which will help maintain the cleanliness of the living quarters and reduce the risk of contamination

These requirements will be reviewed and verified in accordance with the current Fire Station standards. Additionally, this facility is an emergency response facility and an Essential Services Building. As such, there are very specific functional effectiveness requirements which have been incorporated into the Proposed Design.

4.1.4. DELIVERY METHOD

Our team implements design-build done right strategies as published by the Design-Build Institute of America to successfully deliver projects that offer the highest quality design and construction on time and on budget. While each project is unique and challenging in its own way, our team's familiarity with City of San Diego projects, fire station projects, and the Design-Build delivery method translates into one thing for the City of San Diego — seamless success for design and construction of this new fire station to serve the Black Mountain Ranch community for 50+ years.

EVERY MEMBER IS ON THE SAME TEAM

We are all in this together and we all have the same goal – to complete a successful project that meets or exceeds the expectations of the City of San Diego, the Fire Department, and Black Mountain Ranch Community.

INVOLVEMENT

Design-Build operates effectively when the client engages as an active participant in the design and construction. By assuming this role, they are ensuring the positive outcome and realization of their goals. Level 10 wants the City to actively participate in the overall process as a team. Having worked with the City of San Diego, and the San Diego Fire Department on past projects, we appreciate the investment these agencies have in the final product.

COLLABORATION

Design-Build is the best process to allow all project participants to engage in the successful design and construction of any facility. Each member of the project team has their specific expertise and experience. The best projects are the ones where the users openly express their needs, the designers put forth practical options, and the constructors provide the necessary constructability considerations such that the team most practical and effective solution is obtained.

COMMUNICATION

The best kind of communication is open, honest and often. Design-Build is transparent because we want clients to understand the process and to know what is going on. The best partnerships work, not because people say what everyone wants to hear, but because they say what everyone needs to hear. Along with the withdrawn barriers comes the ability to be able to speak our minds with one another.

TOTAL ACCOUNTABILITY

One entity, Level 10 is accountable for everything – including how the completed facility looks, how much it costs, and the timeline of completion. We embrace this accountability on all design build projects. We take our role as Design-Builder seriously and will be fully engaged in the design process as active participants with the Design Team and City Team. Our personnel in this proposal are engaged in the design, permitting, construction, and turnover process which ensures that our personnel remain accountable for all phases of the project.

4.1.5. LEED

Having designed and constructed many LEED Fire Station projects our team is prepared to achieve LEED Silver for the City of San Diego Fire Station 48. Our proposed scorecard of available credits is attached on the following page.

4.1.6. SITE LAYOUT

This is a unique site with a significant elevation difference between the entry point of Winecreek Road and the exit point on Carmel Valley Road. Additionally, consideration has to be given to location of modifications to the existing median on Carmel Valley Road that minimizes impacts on traffic flows and specifically, the existing left turn pocket.

We have sited the building in a manner that allows for reasonable access drive from the entrance off Winecreek and placing the apparatus bay in a location which provides for prompt response while minimizes impact to existing traffic patterns. We have set building finish floor elevation that allows for reasonable sloped entry drive to get up to the facility while providing a minimally sloped exit drive allowing for prompt response times. These were primary elements that had to be considered in the site layout.

The building is set back roughly 60 feet from Carmel Valley Road providing a generous area for ornamental landscape and proper stormwater drainage to basins that maintain current drainage patterns.

We plan to screen and process the existing rock on site during the grading operations and incorporate it into the project by using it in detention basins and inorganic rock mulch in certain landscape areas. The existing fill on site, including the rock, was placed on this site during grading operations for surrounding developments. This rock mulch will provide low maintenance areas on the site that enhance the rustic exterior of the new station while complimenting the surrounding native open spaces.

Final selections for landscape planting will be coordinated with the City and Community Planning Group to compliment the existing community landscape pallet and the rustic exterior of the new station and rock mulch basins. Our landscape plans demonstrate the different areas of landscape on the site to compliment the building and fit within the community plan.

Public parking stalls are provided off the drive from Winecreek and located near the building lobby for ease of access. Secure parking is provided for fire personnel as required by program standards. The emergency generator and fuel tank are co-located to provide easy access for fueling fire apparatus returning to the station. The trash enclosure has been designed to the City of San Diego standards.

4.1.7. PROPOSED DESIGN SCHEDULE

Please see schedule in **Section 5.1.7.**

LEED v4 for BD+C: New Construction and Major Renovation Project Checklist

LEED Silver required, 50 point minimum

Project Name: Date: San Diego Fire Station 48 - Level 10 & Coar

7/31/24

Prepared by: Drew George, DGP

Integrative Process: Team will conduct preliminary energy & water modeling before completion of SD's

3	0	13	Locat	tion and Transportation	16
		х	Credit	LEED for Neighborhood Development Location: not applicable as this site is not located wihin an area certified as a LEED Neighborhood Development	16
1			Credit	Sensitive Land Protection: achievable as site was previously developed	1
		2	Credit	High Priority Site: Unlikely, only possible if soil or groundwater is contaminated and is remediated	2
		5	Credit	Surrounding Density and Diverse Uses: not achievable as nearby density & services are minimal	5
		5	Credit	Access to Quality Transit: not achievable as there are no bus stops within a 1/4 mile	5
1			Credit	Bicycle Facilities: achievable as there is an existing bicycle network on Caramel Valley Rd & bike racks will be installed	1
		1	Credit	Reduced Parking Footprint: unlikely, requires minimizing number of private parking spaces provided	1
1			Credit	Green Vehicles: project provides 24 parking spaces which will require 1 Electric Vehicle charging station, capable of powering 2 vehicles at once OR prewire 6 parking spaces for EV chargers ("EV Ready")	1

4	1	8	Mater	ials and Resources	13
Υ			Prereq	Storage and Collection of Recyclables: Dedicated ares for recycling will be provided	Required
Υ			Prereq	Construction and Demolition Waste Management Planning: Contractor will create a C&D Waste Management plan to meet this requirement	Required
		5	Credit	Building Life-Cycle Impact Reduction: Requires Whole-Building Life-Cycle Assessment of the project's structure and enclosure, and compare that to a baseline building for 2 pts	5
1	1		Credit	Building Product Disclosure and Optimization - Environmental Product Declarations; project will use at least 20 different products sourced from at least 5 manufactures that meet the disclosure criteria for 1 pt. The 2nd pt is awarded for Embodied Carbon/LCA Optimizations documentation from 5 products from 3 manufacturers.	2
		2	Credit	Building Product Disclosure and Optimization - Sourcing of Raw Materials: requires contractor to provide material cost information to document 15% achievement of various environmental attributes such as Recycled Content, Certified Wood, etc for 1 pt. 2 pts requires documenting 30%.	2
1		1	Credit	Building Product Disclosure and Optimization - Material Ingredients: project will use at least 20 different products sourced from at least 5 manufactures that meet the disclosure criteria for 1 pt.	2
2			Credit	Construction and Demolition Waste Management: requires recyling at least 75% and 4 "material streams", such as Concrete, Wood, Metal, Drywall, and Commingled.	2

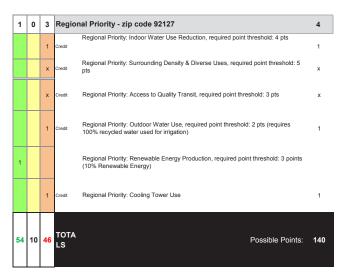
5	3	2	Susta	ainable Sites	10
Υ			Prereq	Construction Activity Pollution Prevention: SWPPP will meet requirement	Required
1			Credit	Site Assessment: Team to complete Site Assessment Worksheets	1
		2	Credit	Site Development - Protect or Restore Habitat: Restore 25% of site or donate 40 cents per SF of site area to conservation land trust	2
1			Credit	Open Space: Provide outdoor space & pedestrian-oriented landscape equal to 30% of total site area	1
2	1		Credit	Rainwater Management: Planted stormwater basins will retain on site runoff from 80th percentile rainfall events for 1 point, 2 pts for 85th percentile or 3 pts for 90th percentile	3
	2		Credit	Heat Island Reduction: Provide light colored concrete paving and Cool Roofing (the extent of the asphalt paving will impact the calculations for this credit).	2
1			Credit	Light Pollution Reduction: Meet uplight and light trepass requirements	1

5	1	10	Indoor	Environmental Quality	16
Υ	-		Prereq	Minimum Indoor Air Quality Performance	Required
Y			Prereq	Environmental Tobacco Smoke Control	Required
1		1	Credit	Enhanced Indoor Air Quality Strategies: requires 30% additional Ventilation for 1 pt	2
1		2	Credit	Low-Emitting Materials: DGP will document VOC compliance of products such as Insulation, Cellings, Flooring and possibly Paints.	3
1			Credit	Construction Indoor Air Quality Management Plan: requires contractor to implement IAQ Plan using Best Management Practices during construction	1
		2	Credit	Indoor Air Quality Assessment: requires IAQ Testing prior to occupancy	2
		1	Credit	Thermal Comfort: project will comply with ASHRAE 55 however the number of zones provided most likely will not achieve this credit	1
1	1		Credit	Interior Lighting: requires dimmer controls in regularly occupied spaces for 1 pt. The 2nd pt requires all fixtures to be CRI 90 plus glare control or surface reflectivity meet stated requirements.	2
		3	Credit	Daylight: requires computer simulation of natural daylight into the regularly occupied spaces	3
		1	Credit	Quality Views: requires views from 75% of regularly occupied spaces	1
1			Credit	Acoustic Performance: requires achieving STC ratings for various partitions, plus design that minimizes HVAC Background Noise, in compliance with ASHRAE Handbook 2015, Chapter 48, Table 1.	1
			-		

4	1	6	Water	Efficiency	11
Υ			Prereq	Outdoor Water Use Reduction: use native or adapted plants and high-efficiency irrigation to achieve at least 30% water savings compared to the EPA WaterSense Water Budget Tool	Required
Υ			Prereq	Indoor Water Use Reduction: use low-flow fixtures to achieve at least 20% water savings (WaterSense), and specify ENERGY STAR appliances for washing machines and dish washer	Required
Υ			Prereq	Building-Level Water Metering: project will install separate water meters for building and irrigation	Required
1		1	Credit	Outdoor Water Use Reduction: use native or adapted plants and high-efficiency irrigation to achieve at least 50% water savings compared to the EPA WaterSense Water Budget Tool.	2
2	1	3	Credit	Indoor Water Use Reduction: use low-flow fixtures to achieve at least 30% water saving for 2 points, 35% for 3 pts, 40% for 4 pts, 45% for 5 pts or 50% for 6 pts	6
		2	Credit	Cooling Tower Water Use: N/A, project will not utilize a cooling tower and is not elgible for Option 2 or 3, either.	2
1			Credit	Water Metering: in addition to the Irrigation Meter described above, the project will also install a separate water meter for at least 80% of the domestic hot water heating capacity	1

4	2	0	Innovation	
1			Exemplary Performance (1 of 2): Optimize Energy Performance, for achieving 54% energy savings (this calculation includes the City-provided PV system)	5
1			Exemplary Performance (2 of 2): Renewable Energy, for generating at least 25% of the project's annual energy consumption on site using PV panels	6
1			Innovation: purchase of mercury free lamps (all LED), DGP will document using LEED for Existing Buildings credit requirements	7
	1		Credit Pilot: TBD	8
	1		Credit Innovation or Pilot: TBD	9
1			Credit LEED Accredited Professional: DGP will document this point	1

_	_		_		
27	2	4	Energ	y and Atmosphere	33
Υ			Prereq	Fundamental Commissioning and Verification: project will be commissioned	Required
Υ			Prereq	Minimum Energy Performance: project will comply with ASHRAE 90.1-2016	Required
Υ			Prereq	Building-Level Energy Metering: provide energy meters (electric only, no natural gas on this project) and track building-level energy consumption	Required
Υ			Prereq	Fundamental Refrigerant Management: project will not use CFC-based refrigerants	Required
3		3	Credit	Enhanced Commissioning: Commissioning Agent will provide Enhanced Commissioning via Option 1 for 3 pts	6
18			Credit	Optimize Energy Performance: project will exceed Title 24 by at least 10% and the City will install PV panels to offset 100% of the building's annual electricity consumption, so all 18 points will be achieved in this credit.	18
	1		Credit	Advanced Energy Metering: requires additional energy meters for various end uses that represent 10% or more of the total annual consumption	1
1	1		Credit	Demand Response: requires installing infrastructure capable of participating in Demand Response programs for 1 pt. 2nd point is awarded if Owner signs agreement to participate in DR program for 1 year.	2
3			Credit	Renewable Energy Production: the City will install PV panels to offset 100% of the building's annual electricity consumption, so all 3 points will be achieved in this credit, which only requires 10%.	3
		1	Credit	Enhanced Refrigerant Management: specify HVAC equipment with refrigerants that minimize ozone depletion and climate change	1
2			Credit	Green Power and Carbon Offsets: the City will install PV panels to offset 100% of the building's annual electricity consumption, so both points will be achieved in this credit.	2



Certified: 40 to 49 points, Silver: 50 to 59 points, Gold: 60 to 79 points, Platinum: 80 to 110



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 | COAR design-build team is built on a culture of commitment, collaboration and a common goal to deliver the most value possible for the Fire Station No. 48 project within the project budget and identified time frame. In the following pages we have detailed our project approach in delivering this best in class 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. John Bunje, Project Executive; Stephen Shores, Project Manager; and Patrick Schroeder, 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, Stephen Shores; and Design Team Project Manager, Malina Villaneuva; 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. Jeff Katz, Principal-in-Charge at COAR, brings specific fire station expertise including the San Diego County Fire Station No. 44 and the City of San Diego Fire Station No. 51. The design team is rounded out by a group of carefully selected consultants who have relevant experience. Superintendent, Patrick Schroeder, 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 of our Estimator Nick Verdis, and Safety Manager Lisa Kane.

SITE SAFETY

Safety is our top priority, which is demonstrated by our completion of more than 9.7 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 in **Section 5.1.4.** 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. Additionally, we utilize Procore for document controls, and management of RFIs and Submittals during the construction phase.

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 management team 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 overthe-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

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-inclass 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:

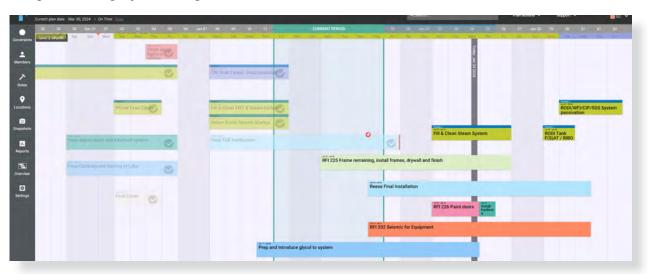
- » Procore
- » Touchplan
- » Egnyte Cloud File Sharing
- » BIM 360
- » iAuditor
- » Trimble Total Stations
- » BlueBeam
- » On Screen Takeoff (OST)
- » Google Tools (Drive, Docs, Sheets, Hangouts)

Procore: Level 10 uses Procore as a comprehensive project management tool.

Procore enables the owner team, design team, general contractor, and subcontractors to all be on the same page in nearly every aspect of the project. For the few things Procore doesn't do, Procore accepts third party app integrations to reduce the amount of "jumping around" between programs for all parties involved.

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 and Non-Critical project constraints so that decisions can be focused and made at the last responsible moment.



Touchplan Example

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 a 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.
- 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, 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: Patrick Schroeder, your proposed Superintendent, works with Raken as a way to streamline the daily reporting function, making it faster, easier, more visible and mobile. Superintendents and subcontractor foremen are able to 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 per day) allowing our superintendents and subcontractors to focus on construction in the field. Reports

are searchable, photos can be added from the user's mobile device to the report, and reports with photos are automatically synced back to Level 10's cloud storage system Egnyte. Project notifications are automatically sent to the project team if 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 the aesthetics and feel of the project; 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, and first-installed work that works with the project schedule while maximizing the potential to 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.

SITE PREPARATION

Our construction approach for this project begins with a detailed plan for the site preparation and site work.

Site preparation will begin with a detailed survey of the existing conditions of the site including elevations of existing grades, and verification of any discrepancies from the bid documents compared with the actual conditions encountered. The limits of work will be established, and a perimeter site fence installed to protect pedestrians and control the access into and out of the site. Additionally, our environmental consultant will survey the wetland area and prepare the plan and secure permits for the remediation work in this area. We will establish signage and flagging to alert pedestrians and cyclists of the construction area and re-route them consistent with our traffic control plans.

SITE WORK

Site work will commence upon issuance of the required permits. We will establish a perimeter to separate the work area from any existing public spaces. Once complete, we will locate, identify, and mark-out all existing utilities in and around the work area, with any changes or deviations from the bid documents identified and shared with City upon discovery. Locations of any shut-off valves will be identified and noted on a site plan available to all workers on site in the event of a need to shut any systems down. Signage and safety barriers will be erected on site to delineate any environmentally sensitive areas or habitats. We understand the monumental responsibility to safety that is required for this work with the project site adjacent to a school and in close proximity to multiple residences.

Once the above preparations have been made and a preconstruction meeting held with a review of a pre-task safety checklist, we will commence with the clearing of the site to facilitate access to the existing water transmission line as well as the new point of connection. A new lateral line will be extended from the west side of the site where it will connect to the existing transmission line, and extend south out into Carmel Valley Road where it will connect to the existing water main installed in the east bound lanes of the road. Once the water line connections are made, the portion of the system that is running through the building site will be isolated and removed from the site. Afterwards, the balance of the site grading work can take place as we prepare for the construction of the the Fire Station facility and the surrounding site improvements.

Rough grading work will consist of the removal of any excess material including the stockpiles of rocks and soil that were left on the site from previous construction activity in the area. Any old utilities not scheduled for re-use will be removed as well. We will establish new contours consistent with our grading plan and begin the installation of new underground utilities to the building.

OFF SITE WORK

The off-site work will consist of multiple phases, each of which will be coordinated and scheduled so as to minimize any impacts to the surrounding community. There will be multiple phases of off-site work required for the project. The first will be the relocation of the water transmission line out of the site. This will require us to work in two locations on Carmel Valley Road. We will prepare and submit traffic control plans for this specific phase of work. The second phase will be the construction of the lateral lines to the Sewer, Storm Drain, Fire Service, Domestic Water,

and Irrigation Water utilities that are located in the cul-de-sac area of Winecreek Rd. We may perform these scopes at night to lessen the impact on traffic coming in and out of the surrounding neighborhoods and the adjacent school.

Once the utility work is completed, we will move to a third phase of work that will create the new driveways on Winecreek Rd. and Carmel Valley Rd. to allow for access and egress respectively to the site. We will also re-align the curb and pedestrian ramp at the intersection of Winecreek Rd. and Carmel Valley Rd. as indicated on the Concept Civil Grading and Drainage plan included in our proposal. In addition to these tasks, we will remove the existing concrete median in Carmel Valley Rd. and re-pave the area to facilitate left-hand exits from the new Fire Station. Traffic barriers will be left in place to prevent unauthorized use of this area until the project is turned over. We will also complete any necessary grind and overlay of the utility trenches

The final phase of work will be to complete the final striping of the new AC paving and the installation of the new traffic signals and associated signage and accessories. Once all work on the site and in the street has been completed, inspected, and signed-off, we will begin to remove the site fencing.

BUILDING CONSTRUCTION

Once the site has been graded and the building pad is certified, we will start the construction of the building. The building footprint will be laid out, and foundations will be dug and placed. Site utilities will continue to be installed while foundation construction are ongoing. CMU walls at the apparatus bay will

start installation, and the slab on grade will follow this task. Framing of the exterior and interior walls will follow the slab on grade work. Once this is complete the roof framing including the steel and wood beams, roof decking, and roofing are installed. This is a milestone to allow for interior construction to begin. Interior and finish construction will commence and run for approximately five months. We will set the primary switchgear and begin to energize the building as equipment is installed and connected throughout the interior construction process.

5.1.2. PLAN FOR OPERATION OF FACILITY DURING CONSTRUCTION

There is no existing facility on this site, so we do not foresee a need a for operation of the facility during construction.

5.1.3. PLAN FOR PHASING OF CONSTRUCTION ACTIVITIES

The Level 10 team has carefully considered the phasing of construction activities to best suit the project requirements and constraints. This project will require close coordination with various City Departments to obtain approvals to re-route the existing 36" water transmission line to allow for station construction.

We have selected very experienced partners in Prince Engineering and our Site Utility subcontractor for this work. We have coordinated with our grading subcontractor to facilitate the grading and make-ready work for the water line relocation. We will also coordinate with the City to obtain any necessary approvals to perform any adjacent remedial grading work concurrent with approval of water line re-route where it will benefit the project schedule.

After access to the existing water line points of connection are created, we will install the new 36" water piping and start the coordination process for any shut-downs necessary to make the tie-ins to existing service. We will work diligently with the various City and County of San Diego departments as well as water and utility districts to ensure this work is completed within the allowable timeframes in the winter months and avoid any restrictions on shut downs to the water line.

Once the connections are completed we will remove the existing 36" steel pipe and continue to complete the remainder of the grading for the building pad and site development. To facilitate the above, we plan to submit specific packages for approval related to 36" water line work and grading & drainage for the site development. Immediately after water line work and grading is completed, we will engage HRS/Dudek to start any restoration work required to comply with BMR EIR reports and subsequent plan based upon final design. This restoration work will be coordinated with the City Biologist and the entire City Team to ensure a smooth process. The building construction and finish site work will not impact the environmentally sensitive areas around the building pad, but they will occur within the buffer area. We will establish signage and barriers to keep workers out of the environmentally sensitive areas.

During the school year, traffic in the portion of Winecreek directly adjacent to site can be very bad with school drop offs and pick ups occurring in this area. Therefore, we plan to complete the utility laterals in Winecreek during the summer months of 2026 to minimize impacts on the work we need to perform as well as the community members.

Level 10 will also work closely with the City and the Olivenhain Water District to complete design and obtain necessary approvals to allow this work to be completed during the Summer of 2026. We plan to perform median modifications and installation of Emergency Traffic Beacon during the summer of 2026 as well. We recognize the potential disruption this work may cause to vehicles using Carmel Valley Rd. and that the impacts could multiply with the additional traffic created from the school

Construction of the fire station building itself will commence immediately following the completion of the rough grading and pad certification work and align with the issuance of the building permit.

5.1.4. 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:

- » HVAC Systems
- » Electrical Systems
- » Lighting Systems
- » Alerting Systems
- » Supply fans and air-handling units
- » Exhaust air systems
- » Duct distribution systems
- » Fan Coil 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 apparatus support systems

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.

5.1.5. 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 .58 as a self-performing (structural concrete) General Contractor. As a testament to this statement, Level 10 has recently completed over 9.7 million man hours without a lost 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 employees and site visitors, 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 Pre-task 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:

- » Level 10's EMR is currently 0.58, well below the industry average of 1.0
- We have completed more than 9.7 million work hours with zero lost-time incidents

A site-specific safety plan will be developed for the Fire Station No. 48 project addressing all site-specific issues to be encountered on the project. These include such items as site logistics, utility shut-off valves, 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, Lisa Kane, will conduct a 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.

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
2024	0.58
2023	0.62
2022	0.67
2021	0.59

5.1.6. PROPOSED EMERGENCY RESPONSE PLAN



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. ______ 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 Breech

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	
Superintendent	(858) 243-1036
Safety Manager	(702) 528-5664
Project Manager	(361) 876-7753
	Superintendent Safety Manager

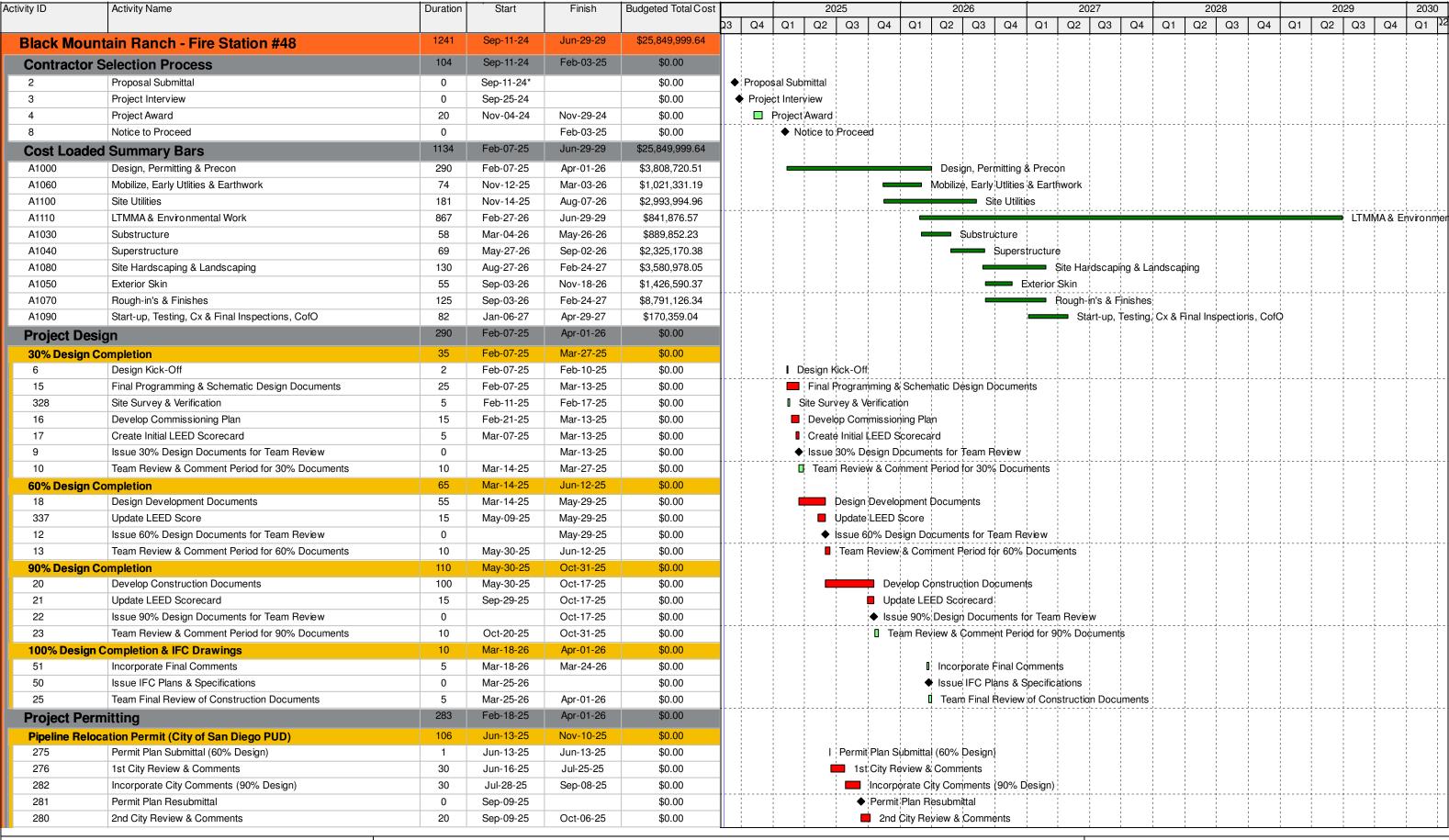
2

5.1.7. 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 off-site improvement work including the water line relocation scope, site preparation, final project budgeting and procurement as well as the project construction. We have also cost loaded the schedule with a breakout of cost loaded summary bars for the project.

Please find the schedule following this page.



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Black Mountain Ranch - Fire Station #48



Activity ID	Activity Name	Duration	Start	Finish	Budgeted Total Cost		2025	2026	2	027		20	028			2029		2030
						3 Q4 (Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4	Q1 Q2		4 Q1	Q2	Q3	Q4 Q	1 Q2	. Q3	Q4	Q1
279	Incorporate 2nd Set of City Comments (100% Design)	10	Oct-07-25	Oct-20-25	\$0.00		1 1 1	orporate 2nd Set of City Com	ments (100%	Design)	i							
278	Final City Submittal & Review	10	Oct-21-25	Nov-03-25	\$0.00			nal City Submittal & Review										
283	Final Revisions, Mylar and Signatures	5	Nov-04-25	Nov-10-25	\$0.00			inal Revisions, Mylar and Sig	L	<u> </u>		. j	<u></u>	jj			. i	
277	Pipeline Relocation Permit Issued (City of San Diego PUD)	0		Nov-10-25	\$0.00		◆ Pi	ipeline Relocation Permit Issu	ed (City of Sa	n Diego PU	D)		-					
Grading Pe	rmit (City of San Diego)	188	Feb-18-25	Nov-07-25	\$0.00													
329	Grading Plan Submittal Package Development	75	Feb-18-25	Jun-02-25	\$0.00		Grading Plan S	Submittal Package Developm	ent				-					
34	Grading Plan Submittal	0	Jun-13-25		\$0.00		◆ Grading Plan	Submittal			1		1			1		
35	1st City Review & Comments	30	Jun-13-25	Jul-24-25	\$0.00		1st City Re	eview & Comments					-					
36	Incorporate City Comments	20	Jul-25-25	Aug-21-25	\$0.00		■ Incorpo	rate City Comments							1		-	
37	Grading Plan Resubmittal	0	Aug-22-25		\$0.00		◆ Grading	Plan Resubmittal										
38	2nd City Review & Comments	20	Aug-22-25	Sep-19-25	\$0.00		2nd C	ity Review & Comments			1							
39	Incorporate 2nd Set of City Comments	10	Sep-22-25	Oct-03-25	\$0.00		■ Inco	porate 2nd Set of City Comn	nents				-					
40	Final City Submittal & Review	25	Oct-06-25	Nov-07-25	\$0.00		■ Fi	nal City Submittal & Review				i						
41	Grading Permit Issued (City of San Diego)	0		Nov-07-25	\$0.00		♦ G	rading Permit Issued (City of	San Diego)									
Public Impi	ovements Permit (Olivenhain Municipal Water District)	130	Jun-13-25	Dec-17-25	\$0.00													
296	Right of Way Plan Submittal	0	Jun-13-25		\$0.00		◆ Right of Way	Plan Submittal					-					
297	1st City Review & Comments	25	Jun-13-25	Jul-17-25	\$0.00			view & Comments			1							
298	Incorporate City Comments	40	Jul-18-25	Sep-12-25	\$0.00			orate City Comments										
299	Grading Plan Resubmittal	0	Sep-15-25		\$0.00		J J J	ng Plan Resubmittal										
300	2nd City Review & Comments	30	Sep-15-25	Oct-24-25	\$0.00		i i i	d City Review & Comments					-					
301	Incorporate 2nd Set of City Comments	10	Oct-27-25	Nov-07-25	\$0.00			corporate 2nd Set of City Co	mments			i						
302	Final City Submittal & Review	20	Nov-10-25	Dec-10-25	\$0.00		1 1 1	Final City Submittal & Review	t t				!					
322	Final Revisions, Mylar and Signatures	5	Dec-11-25	Dec-17-25	\$0.00		i i i	Final Revisions, Mylar and	i i									
303	Right of Way Permit Issued (Olivenhain Municipal Water District)	0	Dec-11-25	Dec-17-25	\$0.00			Right of Way Permit Is sued	<u> </u>	Augininal Wa	tor Dietri	 iot\					ļ	
	rovements Permit (City of San Diego)	145	Jun-13-25	Jan-09-26	\$0.00		V	Trigit of way remit is sued	(Orvenhamiv	iu iic pai wa		ξ						
305	Right of Way Plan Submittal	0	Jun-13-25	Jan-09-20	\$0.00		◆ Right of Way	Plan Submittal										
306	1st City Review & Comments	40	Jun-13-25	Aug-07-25	\$0.00		i i i i i	Review & Comments			1				1			
<u> </u>	•	40		-				rporate City Comments					-					
307	Incorporate City Comments		Aug-08-25	Oct-03-25	\$0.00		J J J J	J 1	ļ				ļ				. 	
308	Grading Plan Resubmittal	0	Oct-06-25	N 47.05	\$0.00		i i i	ding Plan Resubmittal					-					
309	2nd City Review & Comments	30	Oct-06-25	Nov-17-25	\$0.00			hd City Review & Comments	1 1									
310	Incorporate 2nd Set of City Comments	10	Nov-18-25	Dec-03-25	\$0.00		1 1 1	Incorporate 2nd Set of City C	I I									
311	Final City Submittal & Review	20	Dec-04-25	Jan-02-26	\$0.00			Final City Submittal & Revi	1 1		1		1		1	1		
323	Final Revisions, Mylar and Signatures	5	Jan-05-26	Jan-09-26	\$0.00			1 Final Revisions, Mylar and	1 7					¦			.	
312	Right of Way Permit Issued (City of San Diego)	0		Jan-09-26	\$0.00			Right of Way Permit Issue	ed (City of San	Diego)	1							
	ovements Permit (County of San Diego)	145	Jun-13-25	Jan-09-26	\$0.00													
314	Right of Way Plan Submittal	0	Jun-13-25		\$0.00		◆ Right of Way	I I I I I I I I I I I I I I I I I I I			!	-		1 1 1 1 1 1	!			
315	1st City Review & Comments	40	Jun-13-25	Aug-07-25	\$0.00			Review & Comments									i	
316	Incorporate City Comments	40	Aug-08-25	Oct-03-25	\$0.00			porate City Comments	ļ	ļ							ļ	
317	Grading Plan Resubmittal	0	Oct-06-25		\$0.00		I I I	ding Plan Resubmittal										
318	2nd City Review & Comments	30	Oct-06-25	Nov-17-25	\$0.00			nd City Review & Comments	!			-	!					
319	Incorporate 2nd Set of City Comments	10	Nov-18-25	Dec-03-25	\$0.00		1 1 1	Incorporate 2nd Set of City C	I I									
320	Final City Submittal & Review	20	Dec-04-25	Jan-02-26	\$0.00		_	Final City Submittal & Revi	ew		}	-						
324	Final Revisions, Mylar and Signatures	5	Jan-05-26	Jan-09-26	\$0.00			I Final Revisions, Mylar and	d Signatures				1	<u> </u>				
321	Right of Way Permit Issued (County of San Diego)	0		Jan-09-26	\$0.00			♦ Right of Way Permit Issue	d (County of	San Diego)	!			1 1	!			
Building Pe	ermit (City of San Diego)	110	Oct-20-25	Apr-01-26	\$0.00												i	
44	Permit Submittal - 90% Drawings	0	Oct-20-25		\$0.00		◆ Per	mit Submittal - 90% Drawing	\$!	:	!		}			
45	1st City Review & Comments	30	Oct-20-25	Dec-03-25	\$0.00			1st City Review & Comments	3									
46	Incorporate City Comments	10	Dec-04-25	Dec-17-25	\$0.00	1	- 1 1 1 <u>-</u>	Incorporate City Comments	1		!	1	!				1	

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Black Mountain Ranch - Fire Station #48



Activity ID	Activity Name	Duration	Start	Finish	Budgeted Total Cost			202	025 2026 2027 2028 2029 2030
					23	Q4	Q1	Q2	Q3 Q4 Q1 Q2 Q3 Q4 Q1 \(\frac{1}{2}\)
47	Plan Resubmittal	0	Dec-18-25		\$0.00				◆ Plan Resubmittal
48	2nd City Review & Comments	30	Dec-18-25	Feb-02-26	\$0.00			:	2nd City Review & Comments
49	Incoporate 2nd Set of City Comments	10	Feb-03-26	Feb-17-26	\$0.00				■ Incoporate 2nd Set of City Comments
52	Final City Submittal & Review	20	Feb-18-26	Mar-17-26	\$0.00			1	Final Çity Submittal & Review
53	City Approval & Stamp Transfer	10	Mar-18-26	Apr-01-26	\$0.00		<u> </u>		City Approval & Stamp Transfer
54	Building Permit Issued (City of San Diego)	0		Apr-01-26	\$0.00			1	♦ Building Permit Issued (City of San Diegα)
Final Buildi	ing Pricing	55	Oct-20-25	Jan-09-26	\$0.00			1	
106	Final Subcontractor Pricing	40	Oct-20-25	Dec-17-25	\$0.00			1	Final Subcontractor Pricing
86	Final Contracts	40	Nov-10-25	Jan-09-26	\$0.00			:	Final Contracts
Procureme	nt - Submittal / Review / Approval	75	Dec-18-25	Apr-08-26	\$0.00				
98	Concrete & Reinforcing Steel	30	Dec-18-25	Feb-02-26	\$0.00				Concrete & Reinforcing Steel
230	Steel Framing	30	Dec-18-25	Feb-02-26	\$0.00			1	Steel Framing
93	Heavy Timber Framing	30	Dec-18-25	Feb-02-26	\$0.00			!	Heavy Timber Framing
99	Masonry	20	Dec-26-25	Jan-26-26	\$0.00			1	☐ Masonry
91	Mechanical Systems	60	Dec-26-25	Mar-24-26	\$0.00	1 1		1	Mechanical \$ystems
90	Electrical Systems	60	Dec-26-25	Mar-24-26	\$0.00				Electrical Systems
229	Plumbing Systems	60	Dec-26-25	Mar-24-26	\$0.00			1	Plumbing Systems
100	Overhead Coiling Doors	20	Jan-12-26	Feb-09-26	\$0.00			1	Overhead Coiling Doors
97	Doors / Frames / Hardware	20	Jan-12-26	Feb-09-26	\$0.00			i	Doors / Frames / Hardware
95	Glazing	30	Jan-12-26	Feb-24-26	\$0.00				Glazing Glazing
94	Roof Systems	30	Jan-12-26	Feb-24-26	\$0.00			!	Roof Systems
96	Stone Veneer Cladding System	40	Jan-12-26	Mar-10-26	\$0.00				Stone Veneer Cladding System
92	Architectural Finishes	60	Jan-12-26	Apr-08-26	\$0.00				Architectural Finishes
Construction	on	944	Nov-03-25	Jun-29-29	\$0.00			1	
Mobilization/C	Off-Site Work	10	Nov-03-25	Nov-17-25	\$0.00			1	
331	City-approved Water Main Work Timeframe	1	Nov-03-25*	Nov-03-25	\$0.00			į	City-approved Water Main Work Timeframe
58	Mobilization	2	Nov-12-25	Nov-13-25	\$0.00				I Mobilization
60	Install SWPPP Measures	1	Nov-14-25	Nov-14-25	\$0.00			1	I Install SWPPP Measures
59	Install Temporary Controls/Fencing	2	Nov-14-25	Nov-17-25	\$0.00				I Install Temporary Controls/Fencing
Site Utilities		193	Nov-14-25	Aug-25-26	\$0.00				
	in Relocation (NIGHT WORK)	41	Nov-14-25	Jan-16-26	\$0.00			1	
111	Traffic Control	1	Nov-14-25	Nov-14-25	\$0.00			i	I Traffic Control
112	Utility Locating/Potholing	5	Nov-14-25	Nov-20-25	\$0.00			1	Utility Locating/Potholing
113	Sawcut & Remove Asphalt	2	Nov-17-25	Nov-18-25	\$0.00			1	I Sawcut & Remove Asphalt
114	Excavate Trench for Relocated Water Main (Traffic Plate)	15	Nov-21-25	Dec-15-25	\$0.00		ļ <u></u>		Excavate Trench for Relocated Water Main (Traffic Plate)
115	Install New 36" Pipe (Traffic Plate)	5	Dec-16-25	Dec-22-25	\$0.00				Install New 36" Pipe (Traffic Plate)
227	Kill Existing Water Line and Drain Residual Water	2	Dec-23-25	Dec-24-25	\$0.00			!	I Kill Existing Water Line and Drain Residual Water I Cut in New Water Line
228	Cut in New Water Line Backfill & Asphalt Trench Cap	1	Dec-26-25	Dec-26-25 Jan-08-26	\$0.00 \$0.00			1	
116 325	Pressure Test & Chlorinate	5	Dec-29-25 Jan-09-26		\$0.00			1	■ Backfill & Asphalt Trench Cap ■ Pressure Test & Chlorinate
117	Water Main Relocation Complete	0	Jan-09-26 Jan-16-26	Jan-15-26	\$0.00				● Water Main Relocation Complete
	ite (NIGHT WORK)	46	Jun-22-26	Aug-25-26	\$0.00			į	→ water ivially neocatori complete
326	Traffic Control	1	Jun-22-26 Jun-22-26*	Jun-22-26	\$0.00				I Traffic Control
327	Utility Locating/Potholing	5	Jun-23-26	Jun-29-26	\$0.00			1	Utility Locating/Potholing
231	Storm Drain Lateral	8	Jun-30-26	Jul-10-26	\$0.00				Storm Drain Lateral
119	Sewer Lateral	8	Jun-30-26	Jul-10-26	\$0.00				Sewer Lateral
120	Fire Lateral	8	Jul-13-26	Jul-22-26	\$0.00			1	D Fire Lateral
121	Water Lateral	8	Jul-13-26	Jul-22-26	\$0.00				Water Lateral
.=.		, ,	13 10 20	2 3. 22 20	Ψ0.00	1	1 1	!	· · · · · · · · · · · · · · · · · · ·

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Black Mountain Ranch - Fire Station #48



Activity ID	Activity Name	Duration	Start	Finish	Budgeted Total Cost	t		2025				2026				2027				2028				2029		2030
						Q3 Q4	Q1	Q2 (Q3 (Q4 Q	1 Q	2 (23	Q4	Q1	Q2 Q	3 Q	4 Q	1 Q2	2 Q3	3 Q	4 Q1	Q2	. Qa	Q4	Q1 ⁾²
122	Reclaimed Water Lateral	8	Jul-23-26	Aug-03-26	\$0.00							i	i i	laimed \	Vater	Lateral	1									
123	Electrical	8	Aug-04-26	Aug-13-26	\$0.00				1		!]] Ele	ctrical			! !	 						!	 	
124	Data	8	Aug-14-26	Aug-25-26	\$0.00				i i	i	i	i	■ Þa	ıta	į	1	i 1		į			į	i	į		
Earthwork	& Utilities	31	Jan-16-26	Mar-03-26	\$0.00			1	1					1			 									
84	Clear & Grub Site	3	Jan-16-26	Jan-21-26	\$0.00				ì	•	Clear 8	k Grub	Site		i			Ì						i		
104	Remove Abandoned 36" Water Main	10	Jan-22-26	Feb-04-26	\$0.00			1	1	•	Remo	ve Åba	andon	ed 36", V	Vater 1	//ain	 									
64	Over-ex/Re-Compact	10	Feb-05-26	Feb-19-26	\$0.00						Фvе	r-ex¦/Re	e-Con	pact						!						
271	Haul Off	5	Feb-20-26	Feb-26-26	\$0.00			1		I	l ∺au	ΙΟ∰					1	!								
70	Final Rough Grading	3	Feb-27-26	Mar-03-26	\$0.00			1	1		I Fina	al Roug	gh Gra	ding			 					1				
Site Wet Ut	lities	20	Jul-13-26	Aug-07-26	\$0.00			i	i		i	į	į	i	i		i	į	į	į		į		i	į	
192	Storm Drain	5	Jul-13-26	Jul-17-26	\$0.00				1			0	Storn	n Drain			1									
212	Sewer to 5' from Building	5	Jul-13-26	Jul-17-26	\$0.00	-						0	Sewe	r to 5' fr	om Ḥu	ilding	:	}			- }					
186	Fire to Building Riser	5	Jul-20-26	Jul-24-26	\$0.00							I	Fire	o Buildir	ng Rise	er										
188	Water to 5' from Building	5	Jul-27-26	Jul-31-26	\$0.00			!				0	Wat	er to 5' f	rom B	uilding	1	-	1	!		:			!	
189	Fire to Hydrant	5	Aug-03-26	Aug-07-26	\$0.00			1	1			1] Fire	to Hydi	ant		1									
Site Dry Uti	lities	123	Mar-09-26	Sep-01-26	\$0.00			1	1					1			1			!		1			!	
196	Electrical to SDGE	5	Mar-09-26	Mar-13-26	\$0.00			i	i 1		I Ele	ctrical	to SD	GE	į	i !	i	į	į	į		i	į	i	į	
195	Data to MPOE	5	Aug-26-26	Sep-01-26	\$0.00								[D	ata to M	POE											
Foundation	Construction	58	Mar-04-26	May-26-26	\$0.00			!	(((- 1		!			1 1 1					1			-	
235	Fine Grade/Pad Certification	3	Mar-04-26	Mar-06-26	\$0.00						Fine	e Grad	le/Pad	Certific	ation		; ;									
205	Deep Underground Utilities at Building Pad	10	Mar-09-26	Mar-20-26	\$0.00			1	!		■ De	ep Un	dergr	ound Üti	lities a	Building	Pad					!			-	
72	Foundation Excavation	5	Apr-02-26	Apr-08-26	\$0.00			į	i i		F	ounda	tion E	xcavatio	n :									i		
73	Form & Set Reinforcing Steel / AB's	5	Apr-09-26	Apr-15-26	\$0.00						1	orm 8	Set I	Reinforc	ing Ste	el / AB's										
74	Place Foundations	5	Apr-16-26	Apr-22-26	\$0.00			!			I	Place	Found	lations			1	- {		-					-	
75	Strip & Cleanup Grade	3	Apr-23-26	Apr-27-26	\$0.00				i		1	Strip 8	& Clea	nup Gra	ıde	1	i		i							
82	Backfill Foundations	5	Apr-28-26	May-04-26	\$0.00							Back	fill Fou	ındation	s		1									
233	Underslab Utilities	5	May-05-26	May-11-26	\$0.00	-		-	! !			Unde	erslab	Utilities			! ! !	}			}				}	
204	FRP SOG	10	May-12-26	May-26-26	\$0.00			:				■ FRI	PSOC	à			 									
Building Co	nstruction	194	May-27-26	Feb-24-27	\$0.00			1	!					1			 					!			-	
81	Masonry Construction	30	May-27-26	Jul-09-26	\$0.00				-			!	1	nry Con	!	!	1									
77	Heavy Timber Framing/Exterior Wood Framing	29	Jul-10-26	Aug-19-26	\$0.00			1	1			-	■ He	avy Tim	ber 🛱	aming/Ext	erior W	ood Fra	aming							
79	Erect Structural Steel	5	Aug-20-26	Aug-26-26	\$0.00				-		!		■ Ęr	ect Stru	ctural	Steel	! !							!	1	
80	Roof Sheeting	5	Aug-27-26	Sep-02-26	\$0.00			1	1				1	oof She	- 1		1									
198	Interior Framing	10	Sep-03-26	Sep-16-26	\$0.00			1	1 1 1				i	nterior I	- 1	~ ;	1 1 1				1	1				
197	Install Roofing	20	Sep-03-26	Sep-30-26	\$0.00				i			į	1	Install F	, -		1				1	i !				
202	Fire Protection	15	Sep-17-26	Oct-07-26	\$0.00			 	1				1	Fire Pr	1	1	1 1 1				1	1				
199	Mechanical Install	15	Oct-08-26	Oct-28-26	\$0.00						!	!		■ Mech	:	'		!								
201	Plumbing Rough-in	15	Oct-08-26	Oct-28-26	\$0.00								1	1	٠,	ough-in	1									
221	Exterior Glazing	10	Oct-15-26	Oct-28-26	\$0.00			1	1			-	- 1	Exter	- 1	-	1 1 1					1				1 1
238	Exterior Doors	5	Oct-22-26	Oct-28-26	\$0.00				1			į	; ;	I Exter			1	-	-	1		1				
332	Exterior Stucco/Plaster	20	Oct-22-26	Nov-18-26	\$0.00			1 1 1	1				1	1	1	tucco/Pla	1			-	1	1				
226	Install Stone Veneer	20	Oct-22-26	Nov-18-26	\$0.00										:	ne Venee										
200	Electrical Rough-in	15	Oct-29-26	Nov-18-26	\$0.00			1	1					1		Rough-in	1									
258	Set & Connect Generator	3	Nov-19-26	Nov-23-26	\$0.00			1	(((- 1	1	i	i	nect Ger	i i		- 1		1	1				
256	Plymovent System	10	Nov-19-26	Dec-02-26	\$0.00							i				nt System	1					į				
251	Alerting System	15	Nov-19-26	Dec-09-26	\$0.00			1	-				1			System	! ! !					-			-	
213	Drywall	10	Nov-26-26	Dec-09-26	\$0.00						!	!		■ D	· i- ·											
214	Tape & Mud	10	Dec-03-26	Dec-16-26	\$0.00							1		T	ape &	Mud										

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Black Mountain Ranch - Fire Station #48



ctivity ID	Activity Name	Duration	Start	Finish	Budgeted Total Cost			20	25		2026				2027				2028				20)29		2030
						Q3 Q4	Q1	Q2	Q3 Q	4	Q1 Q2 Q3	Q4	Q)1	Q2 Q3	3	Q4 C	Q1 (Q2 (Q3	Q4	Q1	Q2	Q3	Q4	Q1
215	Paint	5	Dec-17-26	Dec-23-26	\$0.00								Pa	aint	-					1						-
216	Ceilings	5	Dec-24-26	Dec-30-26	\$0.00								C	eiling	s						1					
234	Interior Glazing	5	Dec-31-26	Jan-06-27	\$0.00		}			- }			l Ir	nterio	Glazing	1	!				1			-	1	
218	Flooring	10	Jan-07-27	Jan-20-27	\$0.00									Floor	ng											
236	Signage	5	Jan-21-27	Jan-27-27	\$0.00	1							0	Signa	age											
217	Fixtures/Finishes	20	Jan-21-27	Feb-17-27	\$0.00					i				Fix	ures/Finis	shes		i	į	į	i				į	į
269	Casework/Countertops	20	Jan-21-27	Feb-17-27	\$0.00									I Ça	sework/Co	ounte	ertops				!					
268	Final Cleaning	5	Feb-18-27	Feb-24-27	\$0.00		1							0 Éir	nal Cleanir	ng					1					
Sitework		176	Jun-23-26	Feb-24-27	\$0.00																					
252	Traffic Signal Foundations	5	Jun-23-26	Jun-29-26	\$0.00		- 				☐ Traffic	Signa	al Fo	ounda	ions											
247	Site Lighting/Flagpole Foundations	3	Jun-30-26	Jul-02-26	\$0.00						▮ Site Li	ighting	g/Flag	ıgpale	Foundation	ons		i	į	į	į	į			İ	i
254	Median Demo/Replace	9	Jul-06-26	Jul-16-26	\$0.00						■ Media	an De	emo/l	'Repˈla	ce											
257	Fuel Station/Generator Pad	5	Aug-27-26	Sep-02-26	\$0.00						0 F	uel St	Station	n/Ger	erator Pa	ıd										
241	Place Curb/Gutter	12	Nov-19-26	Dec-04-26	\$0.00								Plac	ce Çu	rb/Gutter						1					
244	Place Sidewalks	14	Dec-07-26	Dec-24-26	\$0.00	1							Pla	lace S	idewalks											
242	Irrigation Mains	5	Dec-25-26	Dec-31-26	\$0.00								i Iri	rigatio	n Mains	į		i	i	į	į				i	i
245	Concrete Paving	20	Jan-01-27	Jan-28-27	\$0.00									Con	rete Pavi	ng										
246	Asphalt Paving	3	Jan-29-27	Feb-02-27	\$0.00		}						1	Aspl	nalt Paving	g	!				1			-		
248	Site Furnishings	3	Feb-03-27	Feb-05-27	\$0.00								1	Site	Furnishin	ıgs				į	1					į
253	Erect Traffic Signals	2	Feb-04-27	Feb-05-27	\$0.00								1	Ere	t Traffic S	Signa	s							+		
255	Bio-retention Basins	5	Feb-04-27	Feb-10-27	\$0.00					i				Bio-	retention I	Basir	ıs	i	į	i	į				į	į
243	Landscape & Irrigation	15	Feb-04-27	Feb-24-27	\$0.00									■ Ļ́a	ndscape 8	& Irriç	gation				1				-	1
250	Final Striping	2	Feb-08-27	Feb-09-27	\$0.00								1	Fina	l Striping											
Final Inspe	ctions, Start-up & Turnover	648	Jan-06-27	Jun-29-29	\$0.00																1					
259	System Start-up	12	Jan-06-27	Jan-21-27	\$0.00		- 							Syste	m Start-u	р						+		1		
219	OFCI	5	Jan-21-27	Jan-27-27	\$0.00								0	OFC	I .					İ	1	1			1	i I
249	Test & Balance	11	Jan-22-27	Feb-05-27	\$0.00									Tes	: & Balanc	е										
220	OFOI	5	Jan-28-27	Feb-03-27	\$0.00		}						0	OF	DI .											
224	Furniture	5	Jan-28-27	Feb-03-27	\$0.00									Fųrr	iture	į		i	į	į	i				-	į
222	Commissioning	10	Feb-08-27	Feb-19-27	\$0.00	1								■ Ço	mmissioni	ing										
260	MEPF Final Inspections	1	Feb-22-27	Feb-22-27	\$0.00								į	IME	PF Final I	Inspe	ections			- 1		i			1	i
261	Final Building Inspection	1	Feb-23-27	Feb-23-27	\$0.00								1	I ≓ ir	al Building	g Insp	ection				!					
267	Temporary C of O	0		Feb-23-27	\$0.00		1						•	♦ Te	mporary C	C of C)				1					
273	Photovoltaic Panels	10	Feb-24-27	Mar-09-27	\$0.00								i	■ P	hotovoltai	c Par	nels			i						į
263	Punchlist Generation	16	Feb-24-27	Mar-17-27	\$0.00		- 							■ F	unchlist C	Gene	ration									
265	Landscaping Punchlist	5	Feb-25-27	Mar-03-27	\$0.00		}						-	La	ndscapin	g Pur	nchlist							-		!
264	Plant Establishment Period (120 Calendar days)	88	Mar-05-27	Jul-06-27	\$0.00									÷	PI	lant E	stablish	men¦t F	Perioф (120 Ç	alendar	days)			į	
266	Punchlist Completion	31	Mar-18-27	Apr-29-27	\$0.00								-	Ė	Punchli	ist Co	mpletion	n			1					1
225	C of O	0		Apr-29-27	\$0.00								-		C of O						1	1			1	, , , ,
272	Re-vegetation Maintenance/Monitoring Period	518	Jul-07-27	Jun-29-29	\$0.00																	+				tion Main

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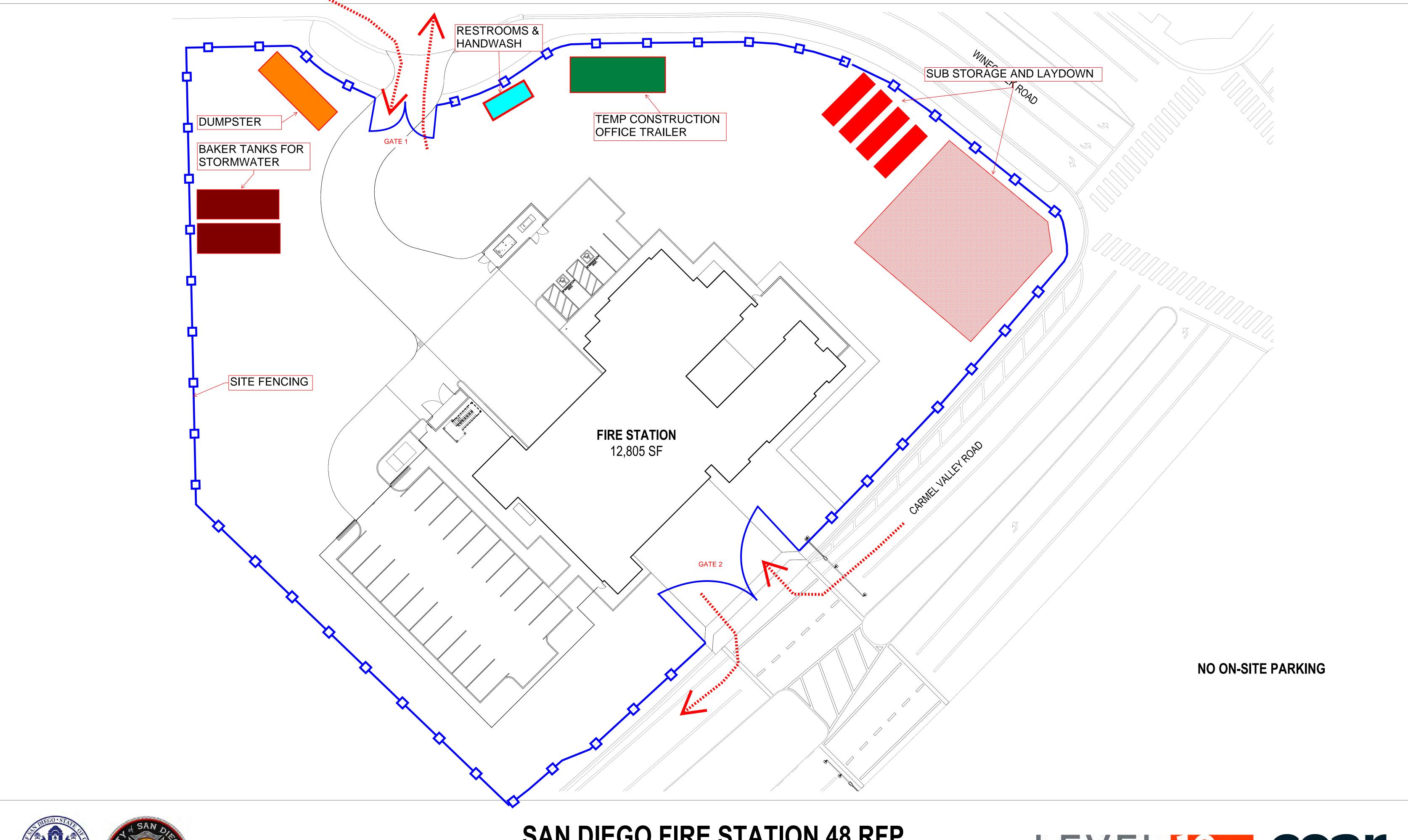
5.1.8. TRAFFIC CONTROL MANAGEMENT

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 North side of Carmel Valley 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 South side of Carmel Valley Road at the intersection with Winecreek Road. This will be included in the traffic control plan that is submitted to the City of San Diego. For utility work in Carmel Valley Road and Winecreek Road, we will generate specific traffic control plans for multiple phases of this work. Phase 1 is for the waterline relocation work to install the new connection piping and remove the old piping. This plan will cross multiple lanes of Carmel Valley Rd. and will require lane closures to be completed in phases that are sequence with the progression of the work. This work will may be performed at night from 8AM to 6AM and will be covered with trench plates during the day if necessary. Phase 2 includes the lateral lines for water. fire, reclaimed water, and sewer that will be performed in Winecreek Road. These lines are located within the cul-de-sac that also serves as a driveway for the adjacent school This work may also be performed at night and portions of 1 lane at a time will be taken at a time during installation of these utilities to minimize disruption to the users of this road and driveway.

Phase 3 of traffic control includes the sitework in Carmel Valley Road to create the new driveway for Fire Apparatus exiting and the removal of the median in Carmel Valley Road to facilitate left turns out from the fire station. New asphalt paving will be placed during this phase. We will also complete the curb realignment at the intersection of Carmel Valley Road and Winecreek Road at this time.

Near the end of the project, the new traffic signals will also be installed during this time and will be included as a separate phased traffic control plan. Any remaining asphalt paving, striping, and signage will be completed at this time. This may be performed as 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.





1" = 20'-0"

SCALE:



ON SITE CONSTRUCTION LOGISTICS PLAN





5.1.9. COMMUNITY IMPACT

COMMUNITY IMPACT

Our goal is to minimize any impacts, including any safety concerns to the City and surrounding local community during the construction of Fire Station No. 48. In order to effectively communicate the project construction safety, schedule, traffic impacts, site impacts, and noise impacts, we will work with the City of San Diego to develop and implement a comprehensive communication plan that will provide awareness to the City and the surrounding local community of all construction activities at all times. We also look forward to partnering with the City and the local surrounding 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 the daily activities and operations of the surrounding local community.

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 both Carmel Valley Rd. and Winecreek Rd., work will can be performed in the evenings between the hours of 8pm and 6am if necessary to minimize disruption.
- 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 Carmel Valley Rd. Once the site is at grade, all staging and deliveries will be onsite.
- 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 the adjacent environmentally sensitive areas, and 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.

As the project evolves, we will continuously re-evaluate the impacts on the community and address any new items that may develop.



6. Equal Employment Contracting Opportunity



6. EQUAL EMPLOYMENT CONTRACTING OPPORTUNITY

REQUIRED EOCP INFORMATION

We have included the required forms and information in the Price Proposal.

	Designation	Percentage Met
1	ELBE	6.48%
2	SLBE	14.65%
3	DVBE	2.36%
	TOTAL	23.49%

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 CONTRACTING OPPORTUNITY

	ELBE	Type of Work	%
1	Masonry Mavens, Inc.		1.68%
2	California Paint Experts dba San Diego Paint Pros		0.41%
3	Terra Group Landscape LLC		2.87%
4	Prince Consulting		1.52%
		ELBE %	6.48%
	SLBE	Type of Work	%
1	Barrack-Nickols Contracting		3.03%
2	Dick Miller, Inc.		10.51%
3	NOVA Services, Inc.		1.12%
		SLBE %	14.65%
	DVBE Disabled Veteran Enterprise	Type of Work	%
1	Mech One		2.36%
		DVBE %	2.36%





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

	CONTRACTOR ID	ENTIFICATION	J	
Type of Contractor: ☐ Construct☐ Consultan	it 🗆 Grant Recipient			□ Lessee/Lessor □ Other
Name of Company: Level 10 Construct	ion, LP			
ADA/DBA:				
Address (Corporate Headquarters, where a		se Way, Suite 25		
City: Sunnyvale	County: Santa Clara		State: Californ	nia zip: 94089
Telephone Number: 408-747-5000	A CANADA AND AND AND AND AND AND AND AND AN	Fax Number: 40	8-747-5005	
Name of Company CEO: Paul Moran, P	resident			
Address(es), phone and fax number(s) of a Address: 12626 High Bluff Drive, Suite	company facilities located in	San Diego County	(if different from	n above):
_{City:} San Diego	County: San Diego		State: Californ	nia z _{ip:} 92130
Telephone Number: 858-939-9780	Fax Number: 408-74	7-5005	Email: mcor	nroy@level10gc.com
			B General B	uilding
Type of Business: General Contractor		Type of License:	D - General B	ullullig
Type of Business: General Contractor The Company has appointed: Tara Conno As its Equal Employment Opportunity Offi employment and affirmative action policies	or cer (EEOO). The EEOO has b es of this company. The EEO	O may be contacte	y to establish, di	
The Company has appointed: Tara Conno As its Equal Employment Opportunity Offi	or cer (EEOO). The EEOO has b es of this company. The EEO 250, Sunnyvale, CA 9408 Fax Number: 408-74	een given authority 00 may be contacte 9 .7-5005	y to establish, dis d at: Email: _tconr	sseminate and enforce equa
The Company has appointed: Tara Conno As its Equal Employment Opportunity Offi employment and affirmative action policie Address: 1050 Enterprise Way, Suite 2	cer (EEOO). The EEOO has best of this company. The EEO 250, Sunnyvale, CA 9408 Fax Number: 408-74 One San Diego Could Branch Work Force Managing Office Work the box above the sport for all participating br	een given authority 00 may be contacte 9 .7-5005	y to establish, dis d at:Email: _tconr ocal County)	sseminate and enforce equa nor@level10gc.com Work Force - Mandat
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A&E, Science, Computer			2	1		1					6	2		
Fechnical														
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Administrative Support												5		
Services														
Crafts			4				1		1-1		10			
Operative Workers														
Transportation							1							
Laborers*														
Construction laborers and other fie	ld employe	es are i	not to be	included	l on this	page								
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Grand Total All Employees		57												
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Disabled		1	I	bGr (4									=
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Board of Directors					[]									
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WORK FORCE REPORT - Page 2

 Black or African-American Hispanic or Latino Asian American Indian or Alaska Nat 	ive				(5 (7) Wh							ther gr	oups
Definitions of the race and ethnicity co	itegorie	s can b	e foun	d on P	age 4									
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Carpenters	1		10		1								11.	
Carpet, Floor & Tile Installers Finishers							-11						3.7	
Cement Masons, Concrete Finishers													1	
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Drywall Installers, Ceiling Tile Inst														
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Elevator Installers	1	1 - 1												
First-Line Supervisors/Managers												7		
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WORK FORCE REPORT - Page 3

OFFICE(S) or BRANCH(ES):

NAME OF FIRM: Level 10 Construction, LP

San Diego

DATE: 8/5/2024

San Diego

COUNTY:



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

Type of Contractor:	☐ Construction	□ Vend	dor/Suppli		ancial Institu	T (7) T (7)	□ Lessee/Lesso	r	
Name of Company:	⊠ Consultant COAR Design	□ Gran	nt Recipier O	it 🗆 Ins	urance Com	pany	□ Other		
ADA/DBA:									
Address (Corporate Hea	douarters, where applic	ahle).	9640	Granite	Ridge	Dr #	130		
City: San Diego		2000	-					71-	92123
Telephone Number:	(619) 698-91	.77		Fay N	(mbon	_ State; _		zip:	26160
Name of Company CEO:		z. Pr	esider	nt.	umber				
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City;									
Telephone Number:									
Type of Business:	Architects			Туре с	of License:	Arc	hitecture		
As its Equal Employment	Opportunity Officer (FF	00) The	FFOO has	heen given aut	nority to est	ahlish die	seminate and enf	orce equal	employm
and affirmative action po	olicies of this company.	The EEOO	may be co	ontacted at:	Mile Sales			orce equal	cinployi
Address: 9640	Granice Ridge	e Dr 4	#130	San Dieg	jo, CA	92123	5		
Telephone Number: ()	Fax Number:	Email:		jay@coarg	group.c	om	100		
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*Submi the undersigned repres	it a separate Work Force sentative of	Report for DAR De	<i>all particip</i> esign	ating branches. Group	Combine WF	Rs if more	than one branch p	er county.	
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WORK FORCE REPORT – Page 2 NAME OF FIRM: COAR Desi	an Grou	D									ATTE.	2/29/20	124		
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Board of Directors									1 1				14		
Volunteers															
Artists					-					-	-				

NSPERCETIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns is rovided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or immediately and the equal to your total work force. Include all those employed by your company on either a full or immediately and the equal to your total work force. Include all those employed by your company on either a full or immediately and the equal to your total work force. Include all those employed by your company on either a full or immediately and the equal to your total work force. Include all those employed by your company on either a full or immediately and the experiment of the experiment of the property of the experiment of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the property	OFFICE(S) or BRANCH(ES):								CO	UNTY:	1 456				
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ndicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:						D.	(5)								

