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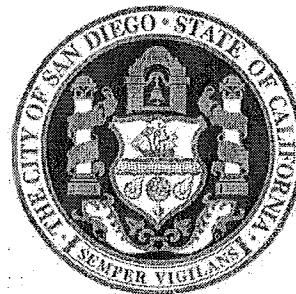
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M Maria/B Doring/LJI



REQUEST FOR PROPOSAL (RFP)

ORIGINAL

FOR

Elevator Modernization Projects Design - Build Contract

RFP NO.:	K-15-6232-DB1-3-A
SAP NO. (WBS/IO/CC):	B-10041/B-10035/B-10045/B-10042
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	3
PROJECT TYPE:	BT

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

PROPOSALS DUE:

12:00 NOON

FEBRUARY 19, 2015

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

ATTN: CONTRACT SPECIALIST

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1. **INTRODUCTION**

- 1.1. This is the City of San Diego's (City) solicitation process to acquire Design-Build services for the **Elevator Modernization Projects Design - Build Contract** Design-Build project.
- 1.2. This RFP describes the Project, the required Scope of Work and Services, the Design-Builder selection process, the minimum information that shall be included in the Proposal for this Project and the terms and conditions governing the Work. Failure to submit information in accordance with the requirements of the RFP may be cause for disqualification.
- 1.3. Each properly signed Proposal shall constitute a firm offer that may be accepted by the City within the time frame specified herein.
- 1.4. This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.
- 1.5. Upon receipt by the City, Proposals shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Proposal. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
- 1.6. Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public shall receive prior written approval from the City.
- 1.7. 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).
- 1.8. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design shall not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents, such as the Water Department's Master Plan and any other document that was not prepared specifically for this contract, are considered to be eligible to participate.

2. EQUAL OPPORTUNITY

- 2.1.** As set forth in this RFP, the City is dedicated to the principles of equal opportunity in the workplace and in subcontracting. It is the City's expectation that firms doing business with the City have, and are able to demonstrate, the same level of commitment.
- 2.2.** The Design-Builders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible certified Subcontractors in accordance with the City's EOCP requirements included in the Contract Documents.

2.3. Design-Builder's Work Force

- 2.3.1.** The Design-Builders shall submit with its Proposal a Work Force Report (EOC Form BB05) and prior to award of contract, the successful Design-Builder shall submit to the City's EOCP office an updated Work Force Report or an Equal Employment Opportunity (EEO) Plan.
- 2.3.2.** If under representations are noted in the Work Force Report when compared to County Labor Force Availability data, the Design-Builder shall submit an Equal Opportunity Plan. Any Equal Employment Opportunity Plan submitted shall include the elements as outlined in the EOCP Requirements included in The WHITEBOOK.
- 2.3.3.** The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

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

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

- 2.4.1.** The Design-Builder shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of the Subcontractors and Suppliers. The Design-Builder shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Design-Builder understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment or other sanctions.
- 2.4.2.** This language shall be in contracts between the Design-Builder and any Subcontractors and Suppliers.
- 2.4.3.** As part of its Proposal, the Design-Builder shall provide to the City a list of all instances within the last 10 years where a complaint was filed or pending against Design-Builder in a legal or administrative proceeding alleging that Design-Builder discriminated against its employees, the Subcontractors, or Suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. If there have not been any complaints filed or pending against Design-Builder, a written statement from the Design-Builder to confirm shall be included in the Proposal.

2.5. Contractor Registration and Electronic Reporting System

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

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

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

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

2.5.3. The City may retain progress payments if:

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

2.5.3.2. EOCP reporting is delinquent or inadequate, or

2.5.3.3. underpayment has occurred.

2.6. Subcontractor Participation

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

1.	SLBE participation	3.2%
2.	ELBE participation	6.5%
3.	Total mandatory participation	9.7%

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

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

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

2. Proposer's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Proposer made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Proposal Due Date if the overall mandatory participation percentage is not met.

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

3. **PROJECT VALUE**

- 3.1. The City's estimate of the Contract Value including stipulations is **\$1,418,000**.
- 3.2. The City's Engineer estimate for the Base Proposal is \$270,000.

4. **CONTRACT TIME**

- 4.1. The Project shall be completed within **160 Working Days** from the Notice To Proceed (NTP). Working Hours are 7:00am to 4:00pm, Monday through Friday. Night work is permitted, Design-Builder to coordinate with City staff.

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

- 5.1. The Design-Builder's license(s) and its prequalification status as specified herein must be valid when Proposal is submitted. Failure to comply with this requirement may result in:
 - 5.1.1. The rejection of the Proposal.
- 5.2. The Design-Builder must possess a Class "B" California State Contractor's license.
- 5.3. Design-Builders interested in submitting a proposal for this Project shall be pre-qualified through the City's Prequalification program:
 - 5.3.1. The Design-Builders must submit a complete prequalification application to the City of San Diego, Public Works Contracts, Pre-Qualification Program, 1010 Second Avenue, 14th Floor, San Diego, CA 92101.
 - 5.3.2. Information about the Pre-Qualification Program and the required application materials are available on the City's web site. Please contact Dave Stucky at (619) 533-3474 or dstucky@sandiego.gov for additional information about the Pre-Qualification Program.
 - 5.3.3. Prequalification materials shall be received at the above address no later than 2 weeks prior to the Proposal due date.
 - 5.3.4. Design-Builders shall have prequalification clearance **by the Proposal due date and time**.

6. **SELECTION AND AWARD SCHEDULE**

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

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

6.2.1. Pre-Proposal Meeting	February 6, 2015
6.2.2. Pre-Proposal Site Visit	February 16, 2015
6.2.3. Proposal Due Date	February 19, 2015
6.2.4. Selection and Notification	March 6, 2015
6.2.5. Limited Notice to Proceed	March 13, 2015

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

See Attachment A

8. **PRE-PROPOSAL ACTIVITIES**

8.1. **Submission of Questions**

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

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

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

8.1.4. Interpretations or clarifications to this RFP considered by the City to be necessary or material will be issued by Addenda.

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

8.1.6. Changes made to the RFP through Addendum are effective as though originally issued with the RFP. It is the Design-Builder's responsibility to be informed of any Addenda that have been issued and to adjust its Proposal accordingly.

8.2. Pre-Proposal Meeting

- 8.2.1. A **mandatory** Pre-Proposal meeting will be held on **February 6, 2015**, from 9:00 AM to 10:00 AM, at 1010 Second Avenue, 14th Floor, San Diego, CA, 92101.
- 8.2.2. All Design-Builders are **required** to attend. Any materials distributed at the meeting will also be issued in the form of an addendum to the RFP. It is not necessary for all members of a the Design-Builder's team to be present at the Pre-Proposal Meeting, however, the Design-Builder will be responsible for receiving and applying all information discussed at the Pre-Proposal Meeting.
- 8.2.3. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracts at (619) 533-3450 at least 7days prior to the Pre-Proposal Conference to ensure availability.
- 8.2.4. Proposals shall be considered **non-responsive** if the Design-Builder fails to attend the Pre-Proposal Meeting as evidenced by the City's meeting sign-in sheet when such a meeting has been specified to be required.
- 8.2.5. Firms participating in the Pre-Proposal Meeting and site visit (if any) will not be compensated for their participation.

8.3. Pre-Proposal Site Visit

- 8.3.1. The prospective Design-Builders are **encouraged** to visit the Work Site with Public Works Engineering staff. The purpose of the Site Visit is to acquaint Design-Builders with the Site conditions. A Pre-Proposal Site Visit is Scheduled as follows:

Time: February 16, 2015
Date: 11:00 AM
Locations: 1650 El Prado, San Diego, CA 92101,
2001 Pan American Plaza, San Diego, CA 92101,
1363 Old Globe Way, San Diego, CA 92101,
1450 El Prado, San Diego, CA 92101

- 8.3.2. To request a sign language or oral interpreter for this visit, call the Public Works Contracts at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability.

8.4. Revision to the RFP

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

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

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

9.2. 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.

10. CHANGES TO THE SCOPE OF WORK

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

11. DESIGN SUBMITTALS

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

12. BONDS AND INSURANCE

12.1. Prior to the award of the Contract (or Task Order), the Design-Builders shall submit evidence of separate bonds and insurance as specified in Sections 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4, "WORKERS' COMPENSATION INSURANCE" of the City's standard specifications for public works constructions unless specified otherwise in the Contract Documents.

13. SUBMITTAL REQUIREMENTS

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

13.2. Technical Proposal Requirements

- 13.2.1.** Failure to comply with this section may render the Design-Builder's submittal invalid and disqualify it from this selection process.
- 13.2.2.** The Technical Proposal shall be concise, well organized, and demonstrate the Design-Builder's qualifications and experience applicable to the Project. The Technical Proposal shall be limited to 50 one-sided pages (8 ½" x 11") for each location for a total of 200 pages, exclusive of resumes, graphics, forms, pictures, photographs, dividers, front and back cover, etc., that address the Technical Proposal contents; and of Equal Opportunity Contracting documentation. Font Type shall be Times New Roman in a minimum 12 Point font size, with a minimum 1" margin for text pages. A cover letter may be submitted but shall not contain any information that is a required element of the Technical Proposal. Any Technical Proposal that does not comply with these formatting standards may not be considered.
- 13.2.3.** The Technical Proposals submitted in response to this RFP shall be in accordance with the requirements listed in ATTACHMENT G. The contents of the Proposal shall be organized consistent with ATTACHMENT G.

13.3. Price Proposal Requirements

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

13.4. Submittal Requirements

13.4.1. General

- 13.4.1.1.** A corporation designated as the selected Design-Builder shall furnish evidence of its corporate existence and evidence that the officer signing the Proposal and subsequent bonds for the corporation is duly authorized to do so.

- 13.4.1.2. The Price Proposal shall be made only on the Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
- 13.4.1.3. The Design-Builder shall complete and submit all pages in the "Proposal Documents" Section as their Price Proposal per the schedule given under "Required Documents Schedule." The Design-Builder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Proposal. It is not necessary to submit the entire specifications section with proposal package. Proposals and other required forms and documents shall be enclosed in a sealed envelope and shall bear the title of the project, the name of the Design-Builder and the appropriate State Contractors License designation which the Design-Builder holds.
- 13.4.1.4. Proposals may be withdrawn by the Design-Builder prior to, but not after, any of the Proposals received by the City have been opened.
- 13.4.1.5. Proposals or modifications received after the hour and date specified on the cover of this RFP may cause the Design-Builder's Proposal to be rejected as non-responsive.
- 13.4.1.6. Failure to comply with the requirements of this RFP may result in disqualification.

13.4.2. Technical Proposal

- 13.4.2.1. The Technical Proposal shall be received no later than the time and date shown on the cover of this RFP.
- 13.4.2.2. The Technical Proposal must contain: one signed original, clearly marked as "Original" on the cover, five (5) paper copies of the Proposal, and one (1) searchable Portable Document Format (PDF) copy of the Proposal stored on Compact Disc (CD) or Digital Video Disc (DVD). The following information will be clearly marked on the outside of each package:
 - Name of Design-Builder
 - Project Title
 - "Technical Proposal" Package Number (for example: "1 of 16")
and marked "CONFIDENTIAL" (in red).
- 13.4.2.3. Design elements which deviate from the Scope of Work, City's design guidelines, or material substitutions which differ from the Approved Material List shall be highlighted in accordance with ATTACHMENT G.

13.4.3. Price Proposal

- 13.4.3.1.** The Price Proposal shall be submitted separately from the Technical Proposal and shall be received no later than the time and date shown on the cover of this RFP.
- 13.4.3.2.** Submittal of the Price Proposal after the due-date may be cause for rejection of the entire Proposal and disqualification of the Design-Builder from the selection process.
- 13.4.3.3.** The Price Proposal shall be submitted in **sealed packages** with the following information clearly marked on the outside of each package:

Name of Design-Builder
Project Title
"Price Proposal"
and marked "CONFIDENTIAL" (in red).

13.4.4. Review of Technical Proposal

- 13.4.4.1.** Following the receipt of the Technical Proposal, the City anticipates allotting 2 weeks for review of the Technical Proposals.
- 13.4.4.2.** 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.

14. SELECTION CRITERIA AND SCORING

- 14.1.** An evaluation Panel (Panel) comprised of representatives from the City will be established for this Project. The Panel may also include other interested parties such as additional participating agencies, representative from the community and other appropriate agencies such as the State Water Resource Control Board, etc.
- 14.2.** Proposals will be ranked according to the selection criteria set forth in Attachment G, Proposal Submittal Requirements and Selection Criteria.
- 14.3.** The Panel will review all proposals received and, when applicable, interview each Design-Builder in accordance with this RFP.
- 14.4.** Based upon the review of the Design-Builders' Proposals and Presentations (when applicable) the Panel will rank the Design-Builders in accordance with the project evaluation criteria set forth in Attachment G of this RFP.

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

14.6. Final Selection (Adjusted Low Proposal)

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

14.6.2. Selection will be based on "Adjusted Low Proposal". Following review of the Technical Proposals and the oral presentations/interviews, the resulting qualitative evaluation scores will be totaled on a scale of 0 to 100 and will be converted to a decimal (e.g., score of 85 is written as 0.85). The Proposal price will then be divided by the scores from the Technical Proposals (expressed as a decimal). This becomes the "Adjusted Low Proposal". The lowest adjusted proposal will be recommended for contract award. The adjustment to the Price Proposal is for selection purposes only. The Price Proposal as submitted is the actual Contract Price. Design-Builders will be notified in writing of the City's final decision.

14.6.3. The following example summarizes and illustrates the process:

Design-Builder	Qualitative Score (100 Maximum)	Price Proposal	Adjusted Price *
A	0.85	\$1,000,000.00	\$1,176,471
B	0.95	\$1,300,000.00	\$1,368,421
C	0.65	\$900,000.00	\$1,384,615
* The adjustment to the Proposal is for selection only. Firm "A" has Adjusted Lowest Proposal. The Price Proposal is the actual Contract amount.			

15. OPENING OF PRICE PROPOSALS

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

15.2. The City will announce in writing the selected Design-Builder via correspondence to all participants indicating the evaluation results. This notification to the Design-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.

- 15.3. To obtain the price Proposal results, attend the Public Ranking (if applicable), view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the Proposal name and number. The Proposal tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

16. **POLICIES, PROCEDURES AND GUIDELINES**

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

17. **ADDITIONAL TERMS AND CONDITIONS**

- 17.1. **Protests.** A Design-Builder may protest the award of the Contract to another Design-Builder in accordance with San Diego Municipal Code section 22.3017.
- 17.2. **Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified 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.
- 17.3. **Project Team.** The Design-Builder shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule which may be adjusted as mutually agreed upon by the City and the Design-Builder.
- 17.4. **Submittal of "Or Equal" Items.** See 4-1.6, "Trade Names or Equals" in the SSP and as modified by the Scope of Work ATTACHMENT A.
- 17.5. **Subcontract Limitations.** The Design-Builder's attention is directed to Standard Specification for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Design-Builder to perform not less than the specified amount under this RFP. Failure to comply shall render the Proposal non-responsive.
- 17.6. **San Diego Business Tax Certificate.** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
- 17.7. **City Standard Provisions.** The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.
- 17.7.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.

- 17.7.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 17.7.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - 17.7.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - 17.7.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
 - 17.7.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - 17.7.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 17.8. Prevailing Wage Rates.** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
- 17.8.1. Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - 17.8.2.** Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - 17.8.3.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply

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

- 17.8.4. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
- 17.8.5. 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. Design-Builder shall require its subcontractors to also comply with section 1776. Design-Builder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Design-Builder is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 17.8.6. 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 shall be held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 17.8.7. Working Hours.** Contractor and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 17.8.8. 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, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 17.8.9. 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, Design-Builder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

17.8.10. Labor Compliance Program. The City has its own Labor Compliance Program as authorized 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.

17.9. Bidders Must Register with The California Department of Industrial Relations (DIR): Pursuant to Labor Code section 1725.5 (with limited exceptions under Labor Code section 1771.1(a)):

17.9.1. No contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations.

17.9.2. No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial

17.9.3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

17.10. Reference Standards:

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK")	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023

NOTE: *Available online under Engineering Documents and References at: <http://www.sandiego.gov/publicworks/edocref/index.shtml>

18. OPTION TO RENEW

18.1. The City of San Diego intends to upgrade other Balboa Park buildings' elevators. The City has identified 4 other buildings: Old Globe Theatre; Air and Space Museum; and Museum of Art. The City of San Diego retains the right to exercise options to renew this contract for each additional building at the City's sole discretion under the terms and conditions herein stated. If the City chooses to exercise an option to renew, it will do so within **365 Calendar days** of the Proposal due date for this project. By submitting this Proposal, the Design-Builder agrees that it shall not decline any of the City's options to renew this contract.

18.2. The option to renew for all phases will be exercised in writing by the City within 1 year of the date of the Bid opening for this project. The following conditions apply to the option to renew:

18.2.1. The total price of the option to renew shall not exceed the contract amount listed on the Price Proposal for the particular Phase being authorized.

18.2.2. The Contract Time to perform each phase will be the same as for the original Work which is **160 Working Days**.

18.2.3. The Retention for both original and added Work will be administered in accordance with 9-3.2, "Partial and Final Payment."

18.2.4. A separate NTP will be issued for each Phase.

18.2.5. Interim NOCs will be filed for each Phase completed and accepted by the City. A final NOC will be process at the end all of Phases awarded.

19. REQUIRED DOCUMENT SCHEDULE AND FORMS

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

19.1.1. The Design-Builder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.

19.1.2. The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

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

REQUIRED DOCUMENT SCHEDULE					
ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
1.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Price Proposal Form		√

REQUIRED DOCUMENT SCHEDULE

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

REQUIRED DOCUMENT SCHEDULE

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Names of the principal individual owners of the Apparent Low Design-Builder -		
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	If the Contractor is a Joint Venture, the following information must be submitted: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License 		
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contract Forms - Agreement		
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contract Forms -- Performance Bonds and Labor and Materialmen's Bond		
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Certificates of Insurance and Endorsements		
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contractor Certification - Drug-Free Workplace		
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contractor Certification - American with Disabilities Act		

REQUIRED DOCUMENT SCHEDULE

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

ATTACHMENTS

ATTACHMENT A

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

ATTACHMENT A

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

PARK & RECREATION

1. Project Description:

These projects involve the modernization of a total of eight (8) elevators at four (4) different locations in Balboa Park. These elevators consist of five (5) Passenger elevators, two (2) Freight elevators and one (1) Dumb Waiter. These elevators require modernization upgrades due to the age of their services and the Non-compliance with current ADA codes and regulations. The design/build contractor is responsible for obtaining all needed permits and ensuring that elevators are in full compliance with the 2010 ADA Standards and the 2013 California Building Code.

- 1.1. No structural rework is required for any of the modernizations.
- 1.2. In consultation with City staff, the Design-Builder shall evaluate and determine the building access, path of travel, staging and lay down areas for each site. The Design-Builder shall coordinate with City staff on details, taking into consideration on going events at the buildings. Space will be provided.
- 1.3. Once awarded, the Design-Builder will be allowed to pre-purchase and store on site the elevator equipment and electrical components required for the completion of each phase in advance of the start of phases I and II.
- 1.4. Per section 9-3.3.1 of the "WHITEBOOK", payments for materials on hand shall not exceed the invoice or 60% of the bid prices.
- 1.5. No soil reports are available.
- 1.6. For passenger elevators, since we don't have more than 4 stories, per ADA, (gurney or stretcher) will not have to be accommodated.
- 1.7. Elevator travel distance time should be no less than 125 feet per minute \pm 5% regardless of load.
- 1.8. Undamaged jambs may be repainted/reclad.
- 1.9. A separate building permit is required for each building.

2. Scope of Work:

NOTE: Design-Builder to include all required safety and fire protection scope for all elevators.

- 2.1. **CASA DEL PRADO - PASSENGER ELEVATOR (Phase I: Casa Del Prado Elevator Modernization)**, including but not limited to:

- 2.1.1. Replacement of existing Non-illuminating landing call control push button with illuminating set. Protect and reuse existing cover plate. Only push buttons to be replaced. Replace existing keys buttons with new ones and program them to function as the existing one. And provide several sets of keys to the City.
- 2.1.2. Installation of new visible and audible hall signals at each landing for all passenger elevators. Finish material shall be satin stainless steel. New hall pushbutton station and new hall lanterns and indicators shall be a matching set.
- 2.1.3. Installation of new audible position indicators.
- 2.1.4. Installation of new audible signals as required by ASME A17.12.27.1.
- 2.1.5. Installation of new emergency power unit fully compliant with ASME A17.1-2004 2.27.2
- 2.1.6. Installation of new fire alarm initiating smoke detectors at each landing & machine room for fire operation Phase I elevator recall. Elevator car shall recall in compliance with ASME A17.1-2004.
- 2.1.7. Installation of new fire Phase I key switch on main fire control landing.
- 2.1.8. Installation of new in-car fire operation panel in locked compartment with all buttons and switches previously listed, in compliance with ASME A17.1-2004.
- 2.1.9. Installation of new double bottom cylinder (jack) with sealed PVC casing.
- 2.1.10. Installation of new hoist way doors & all door equipment and safety features to comply with ASME A17.1-2004 and maintain fully operation with new controller. (Specify doors materials I.E. stainless steel 20 gauge #4 satin Finish)
- 2.1.11. Installation of new power unit.
- 2.1.12. Installation of new solid state controller: New programmable micro processor controller with precise leveling system and soft starter.
- 2.1.13. Installation of new hoist way doors and door jamb. (Specify doors materials I.E. stainless steel 20 gauge #4 satin Finish).
- 2.1.14. Installation of new wall panels, handrails, flooring and light covers.
- 2.1.15. New hoist way limit switches and leveling devise.
- 2.1.16. New car top inspection station and pit Stop switch.
- 2.1.17. New machine room and hoist way wiring and traveling cable.
- 2.1.18. New Car lantern, Hall push button station, Hoist way access switches and jamb brails plates at each hoist way entrance frame side jamb.

- 2.1.19.** New submersible power unit including motor , pump , control valve and muffler.
- 2.1.20.** New field pipe accessories as follows:
1. Shut off valves.
 2. Seismic overspeed valve.
- 2.1.21.** New guide shoes.
- 2.1.22.** New door equipments as follows :
1. Door operator, gate switches and clutch with restrictor.
 2. Interlock, closers, door drives.
 3. Car door hanger and track.
 4. Hatch door hanger and track.
 5. Hatch door.
- 2.1.23.** New car hatch door panels.
- 2.1.24.** New electronic door edge.
- 2.1.25.** Re-clad jambs.
- 2.1.26.** New cab interior (City to select).
- 2.1.27.** Alteration permit, inspection and testing.
- 2.1.28.** New or connect to existing Fire Alarm system.
- 2.1.29.** Modernize the existing electrical system to comply with new elevator equipments needs as required by codes.
- 2.1.30.** Install new or locate and connect to existing dedicated phone lines.
- 2.1.31.** Certify the new elevator.
- 2.1.32.** Install new cab interior lights.
- 2.1.33.** Install new light to illuminate the elevator hallway.
- 2.1.34.** Install new fire alarm system.
- 2.1.35.** No alternate ADA access is required during the elevator modernization.

2.2. OLD GLOBE THEATER PASSENGER ELEVATOR - STAFF PASSENGER; (Phase II: Old Globe Theater Elevator Modernization), including but not limited to:

- 2.2.1. Installation of new visible and audible hall signals per at each landing for all passenger elevators. Finish material shall be satin stainless steel. New hall pushbutton station and new hall lanterns and indicators shall be a matching set.
- 2.2.2. Installation of door reopening device.
- 2.2.3. Installation of new audible position indicators.
- 2.2.4. Installation of new emergency two-way communication device actuated by push button and visual indicators as required by ASME A17.12.27.1.
- 2.2.5. Installation of new audible signals as required by ASME A17.12.27.1.
- 2.2.6. Installation of new emergency power unit fully compliant with ASME A17.1-2004 2.27.2. Additional space will be made available by the City for additional or larger equipment.
- 2.2.7. Installation of new fire alarm initiating smoke detectors at each landing & machine room for fire operation Phase I elevator recall. Elevator car shall recall in compliance with ASME A17.1-2004.
- 2.2.8. Design-Builder to verify elevator and fire signal equipment are properly connected and fire Phase 1 is fully operational. Advise the appropriate City personnel if recall system is not in compliance with ASME A17.1-2004. Install new In-car fire operation panel in.
- 2.2.9. Installation of new plunger engaging safety device.
- 2.2.10. Repaint hoist way doors and door jamb.
- 2.2.11. Installation of new wall panels, handrails, flooring and light covers.
- 2.2.12. New hoist way limit switches and leveling device.
- 2.2.13. New car top inspection station and pit Stop switch.
- 2.2.14. New machine room and hoist way wiring and traveling cable.
- 2.2.15. New Car lantern, Hall push button station, Hoist way access switches and jamb brails plates at each hoist way entrance frame side jamb.
- 2.2.16. New submersible power unit including motor , pump , control valve and muffler.
- 2.2.17. New field pipe accessories as follows:
 - 1. Shut off valves.

2. Seismic over speed valve

2.2.18. New guide shoes.

2.2.19. New door equipments as follows :

1. Door operator, gate switches and clutch with restrictor.
2. Interlock, closers, door drives.
3. Car door hanger and track.
4. Hatch door hanger and track.
5. Hatch door.

2.2.20. New car hatch door panels.

2.2.21. New electronic door edge.

2.2.22. Re-clad jambs.

2.2.23. Design-Builder to provide options for new cab interior, City to select.

2.2.24. Alteration permit, inspection and testing.

2.2.25. New or connect to existing Fire Alarm system.

2.2.26. Modernize the existing electrical system to comply with new elevator equipments needs as required by codes.

2.2.27. Install new or locate and connect to existing dedicated phone lines.

2.2.28. Certify the new elevator.

2.2.29. Install new cab interior lights.

2.2.30. Install new light to illuminate the elevator hallway.

2.2.31. Install new fire alarm system.

2.2.32. Upon award Design Builder to coordinate worker access to mobilization areas with City staff.

2.3. OLD GLOBE THEATER PASSENGER ELEVATOR - PUBLIC PASSENGER, (Phase II: Old Globe Theater Elevator Modernization), including but not limited to:

2.3.1. Installation of new visible and audible hall signals at each landing for all passenger elevators. Finish material shall be satin stainless steel. New hall pushbutton station and new hall lanterns and indicators shall be a matching set.

- 2.3.2. Installation of door reopening device.
- 2.3.3. Install Star symbol indicator to the left of main floor push button.
- 2.3.4. Installation of new visible and audible position indicators.
- 2.3.5. Installation of new emergency two-way communication device actuated by push button & visual indicators as required by ASME A17.12.27.1.
- 2.3.6. Installation of new audible signals as required by ASME A17.12.27.1.
- 2.3.7. Installation of new emergency power unit fully compliant with ASME A17.1-2004 2.27.2.
- 2.3.8. Installation of a new fire alarm system.
- 2.3.9. Installation of new fire alarm initiating smoke detectors at each landing & machine room for fire operation Phase I elevator recall. Elevator car shall recall in compliance with ASME A17.1-2004 and maintain fully operation with new controller. (Specify doors materials I.E. stainless steel 20 gauge #4 satin Finish).
- 2.3.10. Installation of new fire Phase I key switch on main fire control landing.
- 2.3.11. Installation of new in-car fire operation panel in locked compartment with all buttons and switches previously listed, in compliance with ASME A17.1-2004.
- 2.3.12. Installation of new plunger engaging safety device.
- 2.3.13. Installation of new hoist way doors & all door equipment and safety features to comply with ASME A17.1-2004 and maintain fully operation with new controller.
- 2.3.14. Installation of new power unit.
- 2.3.15. Repaint hoist way doors and door jamb.
- 2.3.16. New hoist way doors and door jambs to be stainless steel.
- 2.3.17. Installation of new solid state controller. New programmable micro processor controller with precise leveling system and soft starter.
- 2.3.18. Installation of new hoist way doors and door jamb. (Specify doors materials I.E. stainless steel 20 gauge #4 satin Finish).
- 2.3.19. Installation of new wall panels, handrails, flooring and light covers.
- 2.3.20. New hoist way limit switches and leveling devise.
- 2.3.21. New car top inspection station and pit Stop switch.
- 2.3.22. New machine room and hoist way wiring and traveling cable.

- 2.3.23. New Car lantern, Hall push button station, Hoist way access switches and jamb brails plates at each hoist way entrance frame side jamb.
- 2.3.24. New submersible power unit including motor , pump, control valve and muffler.
- 2.3.25. New field pipe accessories as follows:
 - 1. Shut off valves.
 - 2. Seismic over speed valve.
- 2.3.26. New guide shoes.
- 2.3.27. New door equipments as follows :
 - 1. Door operator, gate switches and clutch with restrictor.
 - 2. Interlock, closers, door drives.
 - 3. Car door hanger and track.
 - 4. Hatch door hanger and track.
 - 5. Hatch door.
- 2.3.28. New car hatch door panels.
- 2.3.29. New electronic door edge.
- 2.3.30. Re-clad jambs.
- 2.3.31. Design-Builder to provide options for new cab interior, City to select.
- 2.3.32. Alteration permit, inspection and testing.
- 2.3.33. New or connect to existing Fire Alarm system.
- 2.3.34. Modernize the existing electrical system to comply with new elevator equipments needs as required by codes.
- 2.3.35. Install new or locate and connect to existing dedicated phone lines.
- 2.3.36. Certify the new elevator.
- 2.3.37. Install new cab interior lights.
- 2.3.38. Install new light to illuminate the elevator hallway.
- 2.3.39. Install new fire alarm system.

- 2.3.40. Temporary alternate ADA access is required. Every effort is needed to minimize construction period.
- 2.3.41. Upon award, Design-Builder to coordinate worker access to mobilization areas with City staff.
- 2.3.42. Design-Builder to evaluate and determine if existing fire alarm system is adequate for elevator modernization, if not a new fire system will be installed.

2.4. SAN DIEGO AIR AND SPACE MUSEUM - PUBLIC PASSENGER, (Phase III: Air and Space Museum Elevator Modernization), including but not limited to:

- 2.4.1. Installation of new visible and audible hall signals at each landing for all passenger elevators. Finish material shall be satin stainless steel. New hall pushbutton station and new hall lanterns and indicators shall be a matching set.
- 2.4.2. Install new C.O.P. Panel with keypad for access to restricted areas per manager's request.
- 2.4.3. Installation of new audible position indicators.
- 2.4.4. Installation of new audible signals as required by ASME A17.12.27.1.
- 2.4.5. Installation of new emergency power unit fully compliant with ASME A17.1-2004 2.27.2.
- 2.4.6. Installation of a new fire alarm system.
- 2.4.7. Installation of New Fire Alarm initiating smoke detectors at each landing & machine room for fire operation phase 1 elevator recall. Elevator car shall recall in compliance with ASME A17.1-2004.
- 2.4.8. Contractor to verify elevator and fire signal equipment are properly connected and fire phase 1 is fully operational. Advise the appropriate City personnel if recall system is not in compliance with ASME A17.1 – 2004. Install new in-car fire operation panel.
- 2.4.9. Installation of new Plunger Engaging Safety Device.
- 2.4.10. Installation of new hoist way doors and all door equipment and safety equipment to comply with ASME A17.1-2004 and maintain fully operation with new controller. (Specify doors materials I.E. stainless steel 20 gauge #4 satin Finish).
- 2.4.11. Installation of new power unit.
- 2.4.12. Installation of new solid state controller. New programmable micro processor controller with precise leveling system and soft starter.
- 2.4.13. Installation of new wall panels, handrails, flooring and light covers.

- 2.4.14. New hoist way limit switches and leveling devise.
- 2.4.15. New car top inspection station and pit Stop switch.
- 2.4.16. New machine room and hoist way wiring and traveling cable.
- 2.4.17. New Car lantern, Hall push button station, Hoist way access switches and jamb brails plates at each hoist way entrance frame side jamb.
- 2.4.18. New submersible power unit including motor , pump , control vlave and muffler.
- 2.4.19. New field pipe accessories as follows:
 - 1. Shut off valves.
 - 2. Seismic overspeed valve.
- 2.4.20. New guide shoes.
- 2.4.21. New door equipments as follows :
 - 1. Door operator, gate switches and clutch with restrictor.
 - 2. Interlock, closers, door drives.
 - 3. Car door hanger and track.
 - 4. Hatch door hanger and track.
 - 5. Hatch door.
- 2.4.22. New car hatch door panels.
- 2.4.23. New electronic door edge.
- 2.4.24. Re-clad jambs.
- 2.4.25. New cab interior (City to select).
- 2.4.26. Alteration permit, inspection and testing.
- 2.4.27. New or connect to existing Fire Alarm system.
- 2.4.28. Modernize the existing electrical system to comply with new elevator equipments needs as required by codes.
- 2.4.29. Install new or locate and connect to existing dedicated phone lines.
- 2.4.30. Certify the new elevator.
- 2.4.31. Install new cab interior lights.

2.4.32. Install new light to illuminate the elevator hallway.

2.4.33. No alternate ADA access is required during the elevator modernization.

2.5. MUSEUM OF ART - PUBLIC PASSENGER, (Phase IV: Air and Space Museum Elevator Modernization), including but not limited to:

2.5.1. Installation of new visible and audible hall signals at each landing for all passenger elevators. Finish material shall be satin stainless steel. New hall pushbutton station and new hall lanterns and indicators shall be a matching set.

2.5.2. Installation of new audible position indicators.

2.5.3. Installation of new audible signals as required by ASME A17.12.27.1.

2.5.4. Installation of new emergency power unit fully compliant with ASME A17.1-2004 2.27.2.

2.5.5. Installation of a new fire alarm system.

2.5.6. Installation of New Fire Alarm initiating smoke detectors at each landing & machine room for fire operation phase 1 elevator recall. Elevator car shall recall in compliance with ASME A17.1-2004.

2.5.7. Contractor to verify elevator and fire signal equipment are properly connected and fire phase 1 is fully operational. Advise the appropriate City personnel if recall system is not in compliance with ASME A17.1 – 2004. Install new in-car fire operation panel.

2.5.8. Installation of new Plunger Engaging Safety Device compliant with the State of California Elevator Safety Orders section 3141.7(5).

2.5.9. Installation of new wall panels, handrails, flooring and light covers.

2.5.10. New hoist way limit switches and leveling devise.

2.5.11. New car top inspection station and pit Stop switch.

2.5.12. New machine room and hoist way wiring and traveling cable.

2.5.13. New Car lantern, Hall push button station, Hoist way access switches and jamb brails plates at each hoist way entrance frame side jamb.

2.5.14. New submersible power unit including motor, pump, control vlave and muffler.

2.5.15. New field pipe accessories as follows:

1. Shut off valves.
2. Seismic overspeed valve.

2.5.16. New guide shoes.

2.5.17. New door equipments as follows:

1. Door operator, gate switches and clutch with restrictor.
2. Interlock, closers, door drives.
3. Car door hanger and track.
4. Hatch door hanger and track.
5. Hatch door.

2.5.18. New car hatch door panels.

2.5.19. New electronic door edge.

2.5.20. Re-clad jambs.

2.5.21. New cab interior (City to select).

2.5.22. Alteration permit, inspection and testing.

2.5.23. New or connect to existing Fire Alarm system.

2.5.24. Modernize the existing electrical system to comply with new elevator equipments needs as required by codes.

2.5.25. Install new or locate and connect to existing dedicated phone lines.

2.5.26. Certify the new elevator.

2.5.27. Install new cab interior lights.

2.5.28. Install new light to illuminate the elevator hallway.

2.5.29. Upon award, Design-Builder to coordinate worker access to mobilization areas with City staff.

2.6. MUSEUM OF ART – FREIGHT ELEVATOR, (Phase IV: Museum of Art Elevator Modernization), including but not limited to:

2.6.1. Installation of New audible signals as required by ASME A17.12.27.1.

2.6.2. Installation of New emergency power unit fully compliant with ASME A17.1-2004 2.27.2.

2.6.3. Installation of New Fire Alarm initiating smoke detectors at each landing & machine room for fire operation phase 1 elevator recall. Elevator car shall recall in compliance with ASME A17.1-2004.

- 2.6.4. Install New Fire Phase 1 Key Switch on main fire control landing. Install new In-Car fire operation panel locked compartment with all buttons and switches listed compliant with ASME A17.1-2004.
- 2.6.5. Installation of New Plunger Engaging Safety device.
- 2.6.6. Installation of New Power Unit.
- 2.6.7. Installation of New Solid State Controller.
- 2.6.8. Remove carpet lining from wall panels & replace with laminate.
- 2.6.9. Installation of new emergency two-way communication device actuated by push button & visual indicators as required by ASME A17.12.27.1.
- 2.6.10. Install new or locate and connect to existing dedicated phone line.
- 2.6.11. Install new fire alarm system.
- 2.6.12. Upon award, Design-Builder to coordinate worker access to mobilization areas with City staff.

2.7. MUSEUM OF ART – DUMB WAITER ELEVATOR, (Phase IV: Museum of Art Elevator Modernization), including but not limited to:

- 2.7.1. Reorder controls on mezzanine level. Current order is 1,M,B. Reorder as follows M,1,B.
- 2.7.2. Installation of New Emergency Two-way communication device actuated by push-button and visual indicators as required by ASME A17.1 2.27.1.
- 2.7.3. Installation of New audible signals as required by ASME A17.12.27.1.
- 2.7.4. Installation of New Hoist way door panels.
- 2.7.5. Installation of New Hoist way doors.
- 2.7.6. Replace bulb inside dumb waiter car.
- 2.7.7. Upon award, Design-Builder to coordinate worker access to mobilization areas with City staff.

2.8. MUSEUM OF ART – (CORNER POST) FREIGHT ELEVATOR, (Phase IV: Museum of Art Elevator Modernization), including but not limited to:

- 2.8.1. Power conversion: Convert Manually Operated freight door and gate to power operated.
- 2.8.2. Installation of New Emergency Two-way communication device actuated by push-button in addition to new audible signals and visual indicators are required by ASME A17.1 2.27.1

- 2.8.3. Installation of New audible signals as required by ASME A17.12.27.1.
- 2.8.4. Installation of New emergency power unit fully compliant with ASME A17.1-2004 2.27.2.
- 2.8.5. Installation of New Fire Alarm initiating smoke detectors at each landing and machine room for fire operation phase 1 elevator recall. Elevator car shall recall in compliance with ASME A17.1-2004.
- 2.8.6. Install New Fire Phase 1 Key Switch on main fire control landing. Install new In-Car fire operation panel locked compartment with all buttons and switches listed compliant with ASME A17.1-2004.
- 2.8.7. Installation of New Double Bottom Cylinder (Jack) with sealed PVC casing.
- 2.8.8. Installation of New Power operated doors and gates and associated equipment per ASME A17.1-2004.
- 2.8.9. Install New Power Unit.
- 2.8.10. Installation of New Solid State Controller.
- 2.8.11. Repaint hoist way doors & door jambs.
- 2.8.12. Repaint elevator floor, ceiling, wall panels, hoist way door and gate. Replace existing broken light fixtures to match existing.
- 2.8.13. Install new or locate and connect to existing dedicated phone line.
- 2.8.14. Install new fire alarm system.
- 2.8.15. Upon award, Design-Builder to coordinate worker access to mobilization areas with City staff.

3. As-Built Drawings:

As-built drawings for the 3 facilities can be obtained by accessing the below FTP site links:

Casa Del Prado: <ftp://ftp.sannet.gov/OUT/Casa%20Del%20Prado%20As-Built/>

Old Globe: <ftp://ftp.sannet.gov/OUT/Old%20Globe%20As-Built/>

Aerospace Museum: None available

Museum of Arts: <ftp://ftp.sannet.gov/OUT/Museum%20of%20Arts%20As-Built%20drawings/>

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ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE each in its entirety, and SUBSTITUTE with the following:

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.

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

ATTACHMENT D
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ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

SECTION 2 - SCOPE AND CONTROL OF WORK

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

1. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

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

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

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

The Product Submittal Form is available for download at:

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

SECTION 4 - CONTROL OF MATERIALS

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

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

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

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

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

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 Policies and Procedures.

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

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.

2. The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

7-3.2.5 Contractors Builders Risk Property Insurance.

1. You must provide at its expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance must be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits must be 100% of this contract value of the Work plus 15% to cover administrative costs, design costs, and the costs of inspections and construction management.
2. Insured property must include material or portions of the Work located away from the Site but intended for use at the Site, and must cover material or portions of the Work in transit. The policy or policies must include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies must cover the cost of removing debris, including demolition.
3. The policy or policies must provide that all proceeds thereunder must be payable to the City as Trustee for the insured, and must name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. We as Trustee will collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and will apply the proceeds of such insurance to the repair, reconstruction, or replacement of the Work.

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

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

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

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

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

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

7-3.5.2 Commercial Automobile Liability Insurance.

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

7-3.5.5 Builders Risk Endorsements.

7-3.5.5.1 Waiver of Subrogation. The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

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

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

7-3.7 **Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.

7-3.8 **Notice of Changes to Insurance.** You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

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

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

1. For contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), etc. by the Contractor) for all of your employees or Subcontractors who provide professional engineering services under this contract, you must keep or must require its Subcontractor keep in full force and effect, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate.
2. You must ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) the policy will be maintained in force for a period of 3 years after completion of the Project or termination of this contract whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you must (a) certify this to the City in writing and (b) agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

7-4 **WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

7-4.1 **Workers' Compensation Insurance and Employers Liability Insurance.**

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

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

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

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

7-8.6 Water Pollution Control. ADD the following:

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

7-10.5.3 Steel Plate Covers. Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 3/4".

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

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

7-16 COMMUNITY LIAISON. To the City Supplement, DELETE in its entirety and SUSBTITUTE with the following:

ADD:

7-16 COMMUNITY OUTREACH.

7-16.1 General.

1. To ensure consistency with the City's community outreach plan for the project, the City will work with the Contractor to inform the public (which includes, but is not limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Efforts by the Contractor to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.

2. The Contractor will perform the community outreach activities required throughout the Contract Time.
3. The Contractor shall closely coordinate the Work with the businesses, institutions, residents and property owners impacted by the Project. Example duties of the Contractor include notification to the businesses, institutions and residents of the commencement of construction activities not less than 5 days in advance, coordination of access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project, reporting of Contractor activities at all Project progress meetings scheduled by the Engineer, attendance to the Project Pre-construction Meeting, attendance at 2 community meetings, response to community questions and complaints related to Contractor activities, and written documentation including logging in all inquiries and complaints received into the City's Public Contact Log located on the City's SDSShare site:

<http://sdshare/forums/ecp/PITS/pict/Lists/Public%20Contact%20Log/AllItems.aspx>

4. The Contractor shall execute the Information Security Policy Acknowledgement Form - For Non-City Employees within 15 days of the award of the Contract if:
 - a) The contact information for the Contractor is made available on any outreach materials or;
 - b) The Contractor will be the primary point of contact to resolve project related inquiries and complaints.
5. Electronic Communication.

All inquiries and complaints will be logged in to the City's SDSShare site within 24 hours of receipt of inquiries and complaints.

Any updates or a resolution of inquiries, and complaints shall be documented in the City's SDSShare site within 24 hours.

Copies of email communications shall be saved on to the City's SDSShare site as individually as an Outlook Message Format (*.msg).

All graphics, photos, and other electronic files associated with the inquiries and or complaints shall be saved into the individual record.

6. **When specified**, present your Exclusive Community Liaison to the Engineer, in writing, within 15 days of the award of the Contract.

7-16.2

Submittals.

1. The Contractor shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.

- a. Prior to distributing or mailing, the Contractor shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval.
 - b. After distributing or mailing, the Contractor shall submit verification of delivery and any copies of returned notices to the Resident Engineer.
2. The Contractor will use the City's SDSShare site to identify and summarize communications (via phone, in person, and email) with the public the within 24 hours of receipt, even if the Contractor's response to the individual is still incomplete. The Contractor will upload to the City's SDSShare site copies of all written, electronic, and verbal communications and conversations with the public.

7-16.3 Public Notice by Contractor.

1. 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 where Work is to be performed at least 5 days before starting the Work as directed by the Resident Engineer.
2. For all Work on private property, contact each owner and occupant individually a minimum of 15 days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.

7-16.4 Quality Assurance.

1. During the course of community outreach, the Contractor shall ensure the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, etc.), on behalf of the Contractor:
 - a. Have the ability to speak and comprehend English and/or Spanish, as appropriate for the community or public they are informing,
 - b. Possess and display easily verifiable and readable personal identification that identifies the person as an employee of the Contractor,
 - c. Have the interpersonal skills to effectively, professionally, and tactfully represent the project, Contractor, and City to the public.

7-16.5 Communications with the Public.

1. The Contractor shall provide updates on construction impacts to the Resident Engineer. The Contractor shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.
2. The Contractor shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer with each week's submittal of the Three-Week Look Ahead Schedule.

3. At the request of the Resident Engineer, the Contractor shall attend and participate in project briefings at community meetings.
4. The Contractor shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within 24-hours that they are received.

7-16.6 Communications with Media.

1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
2. Occasionally, members of the media may show up at construction sites, uninvited. Members of the media (including, but not limited to newspaper, magazine, radio, television, bloggers, and videographers) do not have the legal right to be in the construction site without the City's permission.
3. In the event media representatives arrive near or on the construction site(s), the Contractor shall keep them off the site(s), in a courteous and professional manner, until a Public Information Officer is available to meet them at an approved location.
4. The Contractor shall report all members of the media visits to the Resident Engineer as quickly as possible, so that the City's Public Information Officer can meet with the members of the media at the construction site(s).
5. If the City allows members of the media to access a construction site, the Contractor shall allow the City to escort the media representatives while they are on the construction site and shall ensure their safety.
6. The Contractor shall require media representatives to sign in and out of the Site Visitor Log and to use Personal Protective Equipment.
7. The Contractor has a right to speak to members of the media about its company and its role on the project. All other questions shall be referred to the City.

7-16.7 Exclusive Community Liaison Services.

If directed to conduct Exclusive Community Liaison Services, the Contractor shall retain an Exclusive Community Liaison for the Project whose sole responsibilities will be as follows:

1. Develop a contact list of community, tenants, property owners, and agencies with a stake in the project.
2. Notify businesses, institutions, property owners, and residents of the commencement of construction activities and utility service interruptions not less than 5 days in advance.
3. Coordinate access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project.

4. Prepare and present of materials in coordination with the Resident Engineer (the City's standards and guidelines for the communication materials are available for review by Bidders by sending a request to the Contract Specialist).
5. Respond to community questions and complaints related to Contractor activities.
6. Write, edit, update, or produce brochures, pamphlets and news releases.
7. Provide standard telephone inquiries and e-mail responses:
 - a) Respond to telephone calls and e-mails from the public.
 - b) Record calls and e-mails on the City's SDSShare site.
8. Report Exclusive Community Liaison activities at all progress meetings scheduled by the Resident Engineer.
9. Attendance at pre-construction, community and stakeholders meetings.

7-16.7.1 Exclusive Community Liaison Work Plan. The Work plan for the Exclusive Community Liaison shall address the items of Work specified in these specifications. Present your Exclusive Community Liaison and submit your exclusive community outreach plan (in writing) **as specified** within 15 days of the Award of the Contract.

7-16.8 Payment. The Payment for the community outreach and public notices is included in the various Bid items. The payment for exclusive community liaison is in the bid item for "Exclusive Community Liaison Services."

7-20 ELECTRONIC COMMUNICATION. ADD the following:

Virtual Project Manager will be used on this contract.

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

ATTACHMENT F
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ATTACHMENT G
PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION
CRITERIA

**ATTACHMENT G
PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION
CRITERIA**

PARK & RECREATION

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

1. The following information must be supplied by a contractor submitting a proposal in order for its proposal to be considered. Failure to provide all required information set forth below may result in the Proposal being considered **non-responsive** and ineligible for further consideration.
 - 1.1. Legal name of company.
 - 1.2. Legal form of entity (partnership, corporation, joint venture, or other). If joint venture, identify the members of the joint venture, and provide all information required under this section for each member.
 - 1.3. Year of establishment of entity.
 - 1.4. If company is subsidiary of a parent company, identify the parent company.
 - 1.5. Address of main office.
 - 1.6. Address of San Diego satellite office if applicable.
 - 1.7. Contact information for firm, including name, title, email address and telephone number.
 - 1.8. Number of employees in San Diego County.
 - 1.9. Applicable License(s):
 - 1.9.1. City of San Diego Business License Number, including expiration date.
 - 1.9.2. State Contractor's License Number including expiration date, and all classifications.
 - 1.9.3. Professional Engineering/Architect License Number, including expiration date.
2. **Addenda to this RFP (PASS/FAIL)**
 - 2.1. The Proposer shall acknowledge each addendum issued in connection with this RFP, by listing all issued addenda on an Addenda Acknowledgement sheet to be submitted with the Proposal. Failure to acknowledge all issued addenda may result in the Proposal being considered **non-responsive** and ineligible for further consideration.

2.2. Including copies of addenda with the Proposal shall not constitute acknowledgement of issued addenda.

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

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

4. **Summary of Proposal (5 Points Max)**

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

5. **Project Team (5 Points Max)**

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

5.1.1 Architectural

5.1.2 Mechanical

5.1.3 Electrical

6. **Technical Approach and Design Concept (35 Points Max)**

6.1. Describe in detail the proposed design concept for this Project. Include detailed descriptions, conceptual design drawings/shop 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.

6.2. The following elements shall be included in this Technical Proposal (20 points):

6.1.1. Experience in performing elevator modernization tasks/work, similar to what is outlined in Attachment A. Provide 3 projects with similar scope, outlining how they were successfully managed.

6.1.2. State certification.

6.1.3. Coordinator with tenants.

6.2. The Project Manager will assemble a team which will evaluate the proposals and utilize the point system described below to rank the Design-Builder. The Design-Builders will be notified in writing of the City's final decision. Selection of the Design-Builder will be based on the following criteria:

6.2.1. Quality of Materials (10 points): Ease of maintenance and durability of materials (industrial grade) is important to ensure that the facilities obtain the Materials that can sustain the expected heavy use of the elevators.

6.3. Proposed Design Schedule (5 points): Outline the proposed design schedule, including **sequencing** of each major design component and proposed durations.

7. Construction Plan (25 Points Max)

7.1. Describe the proposed construction plan for this Project, including the following, at a minimum:

7.1.1. Construction approach and methods.

7.1.2. Plan for operation of facility during construction.

7.1.3. Plan for phasing of construction activities.

7.1.4. Proposed construction schedule.

7.1.5. Community Impact.

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

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

8.1.1. Work Force Report

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

8.2. Subcontractor Documentation

8.2.1. The Proposer shall, at a minimum, provide with its Price Proposal a listing of at least 3 of the largest Subcontractors (constructors only) for the Project and all other Subcontractors (design professionals, etc.) that are known at the time it submits its Proposal using form AA05 and AA25. **Note:** Subcontractors include design professionals, as well.

8.2.2. Work which requires Subcontractors that are not listed by Proposer at time of Award shall be let by Proposer in accordance with a competitive bidding process performed solely at Proposer's expense. Proposer shall provide public notice of the availability of the Work to be subcontracted, obtain competitive bids, and provide a fixed date and time on which the subcontracted Work will be awarded. Subcontractors bidding on subcontracts pursuant to this provision shall be afforded the protection of all applicable laws, including Public Contract Code sections 4100 through 4114, inclusive.

- 8.2.3.** The Proposer may select Subcontractors and Suppliers in one of 3 competitive ways i.e., lowest responsible bidder, best value for price and qualifications, or highest qualifications. Prior to construction NTP, the Proposer shall do the following:
- 8.2.3.1.** Submit the selection method used to the City in accordance with 2-5.3, "Submittals."
 - 8.2.3.2.** Pre-qualify Subcontractors and Suppliers, in a manner at least as stringent as the City's pre-qualification standards.
 - 8.2.3.3.** Review the Subcontractors and Suppliers ultimately chosen to verify that that they have not been debarred and are in good standing as a licensed contractor in California.
- 8.2.4.** Open all Subcontract bids and provide to the City one copy without reservation or redaction. All records relevant to the award and performance of Subcontractors and Suppliers shall be public and provided to the City upon request and without redaction. The City may administer bidding itself for Subcontractors and Suppliers, or to direct the bidding procedures to be used by the Proposer.
- 8.2.5.** The Proposer may use its corporate-generated subcontractor agreement to retain Subcontractors or Suppliers, provided the subcontractor agreement contains the terms required to be included in Subcontracts by this Contract.
- 8.2.6.** The points will be awarded according to the chart below, based upon actual subcontract award amounts, as set forth in the price proposals.

OUTCOME		MAXIMUM POSSIBLE POINTS
1	5% - 9% participation SLBE, ELBE 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.		

9. Reference Checks (5 Points Max)

Three references will be required.

Total Points: 100

ATTACHMENT H
PROPOSAL FORMS

City of San Diego

CITY CONTACT

Contract Specialist: ELEIDA FELIX YACKEL
Email: efelixyackel@sandiego.gov
Phone No.: (619) 533-3449, Fax No.: 619-533-3633
M Maria/B Doringo/LJI



REQUEST FOR PROPOSAL (RFP)

FOR

Elevator Modernization Projects Design - Build Contract

RFP NO.:	K-15-6232-DB1-3-A
SAP NO. (WBS/IO/CC):	B-10041/B-10035/B-10045/B-10042
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	3
PROJECT TYPE:	BT

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

PROPOSALS DUE:

12:00 NOON
FEBRUARY 19, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14TH FLOOR, MS 614C
SAN DIEGO, CA 92101
ATTN: CONTRACT SPECIALIST

ATTACHMENT H SHALL BE SUBMITTED IN ITS ENTIRETY

PROPOSAL FORMS

PROPOSAL

Design-Builder's General Information

To the City of San Diego:

Pursuant to the "Request for Proposal", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal. The undersigned proposer(s) further warrants that proposer(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Proposal Documents therefore, and that by submitting said Proposal Documents as its proposal, proposer(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Proposal Documents.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

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

IF A PARTNERSHIP, SIGN HERE:

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

PROPOSAL FORMS

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

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

Full Name and Character of partner

(4) Place of Business (Street & Number) _____

(5) City and State _____ Zip Code _____

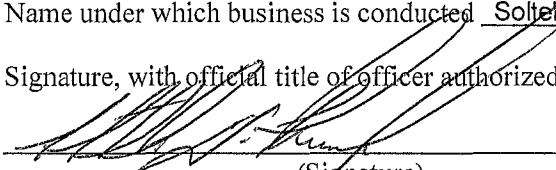
(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted SOLPAC CONSTRUCTION INC. dba Soltek Pacific Construction Company

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



(Signature)

Stephen W. Thompson

(Printed Name)

Chief Executive Officer / President

(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of California

(4) Place of Business (Street & Number) 2424 Congress Street

(5) City and State San Diego, CA Zip Code 92110

(6) Telephone No. 619-296-6247 Facsimile No. 619-296-4314

(7) Email Address sthompson@soltekpacific.com / kcammall@soltekpacific.com

PROPOSAL FORMS

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION A. B. HAZ ASBB

LICENSE NO. 886641 EXPIRES 11/30/2016

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

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

E-Mail Address: sthompson@soltekpacific.com / kcammall@soltekpacific.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

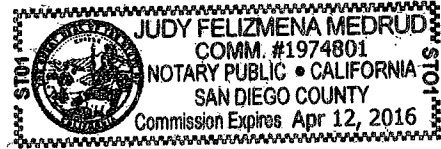
I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature [Handwritten Signature] Title Chief Executive Officer / President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 27th DAY OF February, 2015

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

[Handwritten Signature]
(NOTARIAL SEAL)



PROPOSAL FORMS

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

State of California)
County of San Diego) ss.

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

Signed: [Signature]

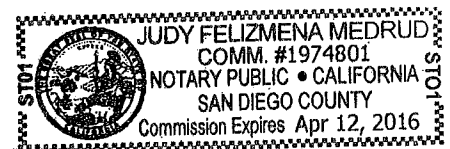
Title: Chief Executive Officer / President

Subscribed and sworn to before me this 27th day of February, 2015

[Signature]

Notary Public

(SEAL)



PROPOSAL FORMS

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

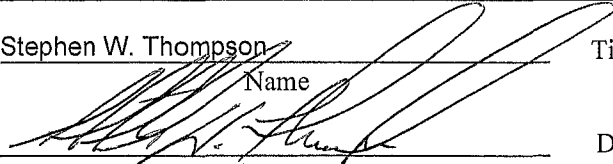
CHECK ONE BOX ONLY.

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

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

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

Contractor Name: SOLPAC CONSTRUCTION INC. dba Soltek Pacific Construction Company

Certified By Stephen W. Thompson Title Chief Executive Officer/President
Name

Signature Date 2/27/15

USE ADDITIONAL FORMS AS NECESSARY

PROPOSAL FORMS

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
 202 C Street, MS 9A, San Diego, CA 92101
 Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION	
4Company Name: SOLPAC CONSTRUCTION INC. dba Soltek Pacific Construction Company	Contact Name: Stephen W. Thompson
Company Address: 2424 Congress Street, San Diego 92110-2888	Contact Phone: 619-296-6247
	Contact Email: sthompson@soltekpacific.com

CONTRACT INFORMATION	
Contract Title: Elevator Modernization Projects Design-Build Contract	Start Date:
Contract Number (if no number, state location): K-15-6232-DB1-3-A	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

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

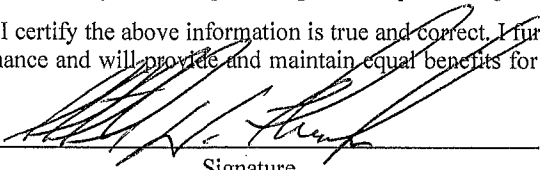
- Provides equal benefits to spouses and domestic partners.
- Provides no benefits to spouses or domestic partners.
- Has no employees.
- Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

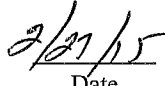
I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to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

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

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

Stephen W. Thompson _____
 Name/Title of Signatory


 Signature


 Date

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

(Rev 02/15/2011)

PROPOSAL FORMS

Design-Build Proposal

1. The undersigned 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 **Elevator Modernization Projects 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: 2/27/15

SOLPAC CONSTRUCTION INC, dba
The Design-Builder: Soltek Pacific Construction Company

By: 
(Signature)

Title: Stephen W. Thompson, Chief Executive Officer/President

PROPOSAL FORMS

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **Elevator Modernization Projects Design - Build Contract**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days (90 Days for federally funded contracts and contracts valued at \$500,000 or less) from the date Proposals are due until the award of the Task Order. The duration of the price guarantee shall be extended by the number of Days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
BASE PROPOSAL							
Casa Del Prado Elevator Modernization							
1	524126	Bonds (Payment and Performance)	1		LS	 	\$ 7,228.00
2	541330	Engineering and Design Services	1	D	LS	 	\$ 14,500.00
3	238290	Field Construction	1		LS	 	\$ 383,492.00
4	541330	Storm Water Pollution Prevention	1		LS	 	\$ 2,500.00
5	238290	Elevator Interior Finishes – Type I	1		AL	 	\$25,000.00
6		City Contingency - Type II	1		AL	 	\$27,000.00
7	238290	Permits – Type I	1		AL	 	\$10,000.00
SUB-TOTAL FOR Casa Del Prado :							\$ 469,720.00

PROPOSAL FORMS

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
Option I: Old Globe Theater Elevator Modernization							
1	524126	Bonds (Payment and Performance)	1		LS	 	\$9,262.00
2	541330	Engineering and Design Services	1	D	LS	 	\$27,000.00
3	238290	Field Construction	1		LS	 	\$455,360.00
4	541330	Storm Water Pollution Prevention	1		LS	 	\$1,000.00
5	238290	Elevator Interior Finishes – Type I	1		AL	 	\$50,000.00
6		City Contingency - Type II	1		AL	 	\$45,000.00
7	238290	Permits - Type I	1		AL	 	\$10,000.00
SUB-TOTAL FOR OPTION I:							\$ 597,622.00
Option II: Air and Space Museum Elevator Modernization							
1	524126	Bonds (Payment and Performance)	1		LS	 	\$ 5,376.00
2	541330	Engineering and Design Services	1	D	LS	 	\$ 12,500.00
3	238290	Field Construction	1		LS	 	\$ 267,247.00
4	541330	Storm Water Pollution Prevention	1		LS	 	\$ 1,000.00

PROPOSAL FORMS

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
5	238290	Elevator Interior Finishes – Type I	1		AL	 	\$25,000.00
6		City Contingency - Type II	1		AL	 	\$27,000.00
7	238290	Permits – Type I	1		AL	 	\$10,000.00
SUB-TOTAL FOR OPTION II:							\$348,123.00
Option III: Museum of Art Elevator Modernization							
1	524126	Bonds (Payment and Performance)	1		LS	 	\$ 15,248.00
2	541330	Engineering and Design Services	1	D	LS	 	\$ 43,000.00
3	238290	Field Construction	1		LS	 	\$ 745,545.00
4	541330	Storm Water Pollution Prevention	1		LS	 	\$ 2,500.00
5	238290	Elevator Interior Finishes – Type I	1		AL	 	\$50,000.00
6		City Contingency - Type II	1		AL	 	\$53,000.00
7	238290	Permits – Type I	1		AL	 	\$10,000.00
SUB-TOTAL FOR OPTION III:							\$ 919,293.00
TOTAL FOR DESIGN-BUILD BASE PROPOSAL PLUS OPTIONS I THROUGH III, INCLUSIVE:							\$2,334,758.00

PROPOSAL FORMS

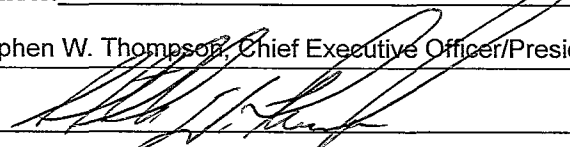
*** Design Element (For City Use)**

Total Price for Proposal, (Base Proposal, items 1 through 7, PLUS Option I, items 1 through 7, PLUS Option II, items 1 through 7, PLUS Option III, items 1 through 7, inclusive) amount written in words:

Two Million Three Hundred Thirty Four Thousand Seven Hundred Fifty Eight Dollars

Design-Builder: SOLPAC CONSTRUCTION INC. dba Soltek Pacific Construction Company

Title: Stephen W. Thompson, Chief Executive Officer/President

Signature: 

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

Stephen W. Thompson, CEO/President; John S. Myers, Senior Vice President; Larry Richie, Officer

Kevin M. Cammall, Vice President/Secretary; David A. Carlin, Executive Vice President of Operations; Ronald Hicks, Vice President

Brandon Richie, Vice President; Robert Thompson, Vice President

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

NOTES:

- A. The Contract Price to be used in the selection process as described in Section 14 of the RFP will be determined based on the Base Proposal PLUS Options I, II and III.
- B. After the selection has been made, the City may award the Base Proposal alone or if applicable, the Base Proposal plus any combination of options selected at the City's sole discretion.
- C. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Design-Builder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the Proposal.

PROPOSAL FORMS

- D. Failure to initial all corrections made in the proposal documents may cause the Proposal to be rejected as **non-responsive** and ineligible for award.
- E. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal **non-responsive** and ineligible for award.
- F. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- G. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- H. In the case of inconsistency or conflict, between the sums of the Extensions with the total Bid, the sum of the Extensions shall govern.
- I. Proposals shall not contain any recapitulation of the Work. Conditional Proposals will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- J. Subcontractors' License Numbers must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

PROPOSAL FORMS

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

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Kone Inc. Address: 9850 Business Park Avenue City: San Diego State: CA Zip: 92131 Phone: 858-578-5100 Email: grace.salazar@kone.com	Constructor	179166	Elevators	\$854,202	N/A	N/A	N/A
Name: Visionary Construction & Consulting Inc Address: 508 W. Mission Ave., Ste 206 City: Escondido State: CA Zip: 92025 Phone: 760-743-3581 Email: Shane@visionarycc.com	Constructor	977027	Demolition	\$10,000	ELBE	City of SD	N/A

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

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

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

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

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

PROPOSAL FORMS

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

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Buescher Electric Inc dba Name: <u>Service Electrical Systems</u> Address: <u>157 Palm Avenue</u> City: <u>Imperial Beach</u> State: <u>CA</u> Zip: <u>91932</u> Phone: <u>858-748-8478</u> Email: <u>buescherelectric@gmail.com</u>	Constructor	917219	Fire Alarm Electrical	\$169,272	ELBE/SLBE	City of SD	
Name: <u>Visionary Construction & Consulting Inc</u> Address: <u>508 W. Mission Ave , Ste 206</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92025</u> Phone: <u>760-743-3581</u> Email: <u>Shane@visionarycc.com</u>	Constructor	977027	Concrete and Patch work	\$12,000	ELBE	City of SD	

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

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

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

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

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

PROPOSAL FORMS

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

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Visionary Construction & Consulting Inc Address: 508 W. Mission Ave, Ste 206 City: Escondido State: CA Zip: 92025 Phone: 760-743-3581 Email: Shane@visionarycc.com	Constructor	977027	Elevator cab finishes	\$120,000	ELBE	City of SD	
Name: OBR Architecture Inc. Address: 3817 Ray Street City: San Diego State: CA Zip: 92102 Phone: 619-564-7586 Email: bittner@obrarchitecture.com	Designer	C-29030	Architectural	\$97,000	ELBE	City of SD	

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

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

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

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

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

PROPOSAL FORMS

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

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Visionary Construction & Consulting Inc. Address: 508 W. Mission Ave , Ste 206 City: Escondido State: CA Zip: 92025 Phone: 760-743-3581 Email: Shane@visionarycc.com	Constructor	977027	Partitions and Barricades	\$20,500	ELBE	City of SD	
Name: Visionary Construction & Consulting Inc. Address: 508 W. Mission Ave , Ste 206 City: Escondido State: CA Zip: 92025 Phone: 760-743-3581 Email: Shane@visionarycc.com	Constructor	977027	Materials (dumpsters, temporary toilets and storage containers)	\$9,000	ELBE	City of SD	

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

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

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

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

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

City of SD

PROPOSAL FORMS

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER(Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
Name: <u>Advance Blueprint & Digital Copy</u> Address: <u>2102 Hancock Street</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92110</u> Phone: <u>619-297-7734</u> Email: <u>janet@avfance-repro.com</u>	Plan Printing	\$8,000	Yes	No	ELBE	City of SD
Name: <u>Schneider CM</u> Address: <u>1068 Cottage Way</u> City: <u>Encintas</u> State: <u>CA</u> Zip: <u>92024</u> Phone: <u>619-905-5522</u> Email: <u>Robert.Polley@SchneiderCM.net</u>	Scheduling Service	\$10,200	Yes	No	ELBE	City of SD

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

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

② As appropriate, Design-Builder shall indicate if Vendor/Supplier is certified by:

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

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



February 12, 2015

City of San Diego
1010 Second Avenue, 14th Floor
San Diego, CA 92101

**Re: Solpac Construction, Inc. dba Soltek Pacific Construction Company
Elevator Modernization Projects Design-Build, RFP #K-15-6232-DB1-3-A**

To Whom It May Concern,

We handle the surety requirements for Solpac Construction, Inc. dba Soltek Pacific Construction Company and have done so for over 7 years. We are prepared to consider surety requests in the \$100,000,000 range with an aggregate program in the \$500,000,000 range. Their current bonding capacity is sufficient for this project. This should not be construed as a bond limit, as all bonds are approved based on the information available. Solpac Construction, Inc. dba Soltek Pacific Construction Company has an established bonding relationship with Liberty Mutual Insurance Company, which is rated "A XV" by A.M. Best, and a "Treasury Listing" of \$1,250,943,000.

In the event that Solpac Construction, Inc. dba Soltek Pacific Construction Company is awarded a project, Liberty is willing to issue the required Performance and Payment bonds, in an amount not to exceed 100% of the contract price, subject to receipt and review of acceptable underwriting criteria such as contract terms and conditions, bond forms, adequate financing and other underwriting conditions which may exist at the time of the request. You understand, of course, that any arrangement for the final bond or bonds is a matter between the Contractor and ourselves and we assume no liability to third parties or to you if for any reason we do not execute said bond or bonds. Please feel free to call me at 619-849-3936 with any questions.

Regards,

Liberty Mutual Insurance Company



Sarah Myers
Attorney-in-Fact

Member of Liberty Mutual Group

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

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

STATE OF CALIFORNIA

County of San Diego

On FEB 12 2015 before me, Lilia Robinson, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

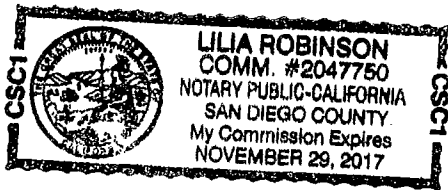
personally appeared Sarah Myers
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public Lilia Robinson



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

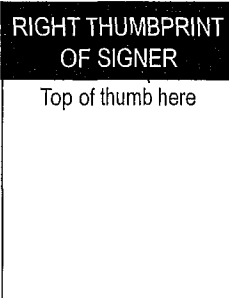
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

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

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

Certificate No. 6621917

American Fire and Casualty Company
The Ohio Casualty Insurance Company

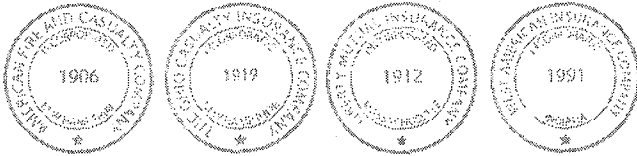
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charlotte Aquino; James Baldassare, Jr.; Janice Martin; Jennifer L. Clampert; Lawrence F. McMahon; Maria Guise; Sarah Myers

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of June, 2014.

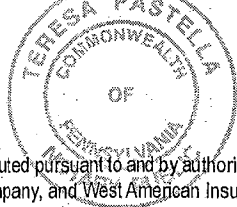


American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company
By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of June, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

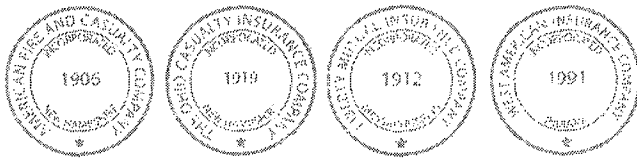
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____.



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

FEB 12 2015

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

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

RFP ADDENDA ACKNOWLEDGMENT

Soltek acknowledges the receipt of the following ADDENDA for the Request for Proposal No: K-15-6232-DB1-3-A, Elevator Modernization Projects Design-Build Contract for the City of San Diego:

- Addendum "1" dated February 06, 2015.
- Addendum "2" dated February 12, 2015.
- Addendum "3" dated February 17, 2015.

City of San Diego



Small Local Business Enterprise Certification

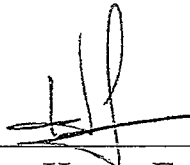
Buescher Electric, Inc. DBA Service Electrical Systems

*Small Local Business Enterprise (SLBE)
Specialty Construction (NAICS: 238210)*

Certification Number: 10BE0024

Effective Date: 07/01/2014

Expiration Date: 07/01/2016



Henry Foster III
Equal Opportunity Contracting
Program Manager



THE CITY OF SAN DIEGO

July 1, 2014

Buescher Electric, Inc.
Anthony Buescher
157 Palm Avenue
Imperial Beach, CA 91932

Subject: Small Local Business Enterprise Certification

Dear Anthony:

Congratulations! We have reviewed your **renewal application** and you have been approved for re-certification as a City of San Diego Small Local Business Enterprise (SLBE). Your certification number is 10BE0024 and your classification is Specialty Construction. Please reference this certification number when bidding on City projects.

For the City's SLBE Program, your certification is effective July 1, 2014. This certification expires on July 1, 2016 at which time you will need to reapply in accordance with the SLBE guidelines.

Special Note:

To ensure the correct information is included in our database, please go to <https://pro.prismcompliance.com>, select City of San Diego under jurisdiction, select go, type in your company name, select go, select your company and review the information. If there is inaccurate/missing information, please e-mail MichelleM@sandiego.gov.

If you have any questions please call 619-236-6058.

Thank you,

Henry Foster III
Program Manager
Equal Opportunity Contracting

City of San Diego



Small Local Business Enterprise Certification


Buescher Electric, Inc. DBA Service Electrical Systems

***Emerging Local Business Enterprise (ELBE)
Specialty Construction (NAICS: 238210)***

Certification Number: 10BE0024

Effective Date: 07/01/2014

Expiration Date: 07/01/2016



Henry Foster III
Equal Opportunity Contracting
Program Manager



THE CITY OF SAN DIEGO

September 29, 2014

Buescher Electric, Inc.
Anthony Buescher
157 Palm Avenue
Imperial Beach, CA 91932

Subject: Small Local Business Enterprise Certification

Dear Anthony:

Congratulations! We have reviewed your **renewal application** and you have been approved for re-certification as a City of San Diego Emerging Local Business Enterprise (ELBE). Your certification number is 10BE0024 and your classification is Specialty Construction. Please reference this certification number when bidding on City projects. For the City's SLBE Program, your certification is effective July 1, 2014. This certification expires on July 1, 2016 at which time you will need to reapply in accordance with the SLBE guidelines.

To receive potential contracting opportunities, please ensure that you register with the City's web-based vendor registration and bid management system, BidsOnline™ hosted by PlanetBids System. For additional information go to:

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

For questions please call (619) 236-6058 or e-mail MichelleM@sandiego.gov.

If there are any changes in your firm's status during this certification period, you are required to notify this office *immediately*.

Equal Opportunity Contracting reserves the right to withdraw this certification at any time and request additional information and/or conduct on-site visits for purposes of verification.

Thank you,

Henry Foster III
Program Manager
Equal Opportunity Contracting

Purchasing & Contracting Department
Equal Opportunity Contracting
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195
Tel (619) 236-6058 Fax (619) 236-5904



THE CITY OF SAN DIEGO

April 18, 2014

Visionary Construction & Consulting Inc.
Lindsey Morris
508 W. Mission Avenue, Suite 206
Escondido, CA 92025

Subject: Small Local Business Enterprise Certification

Dear Lindsey:

Congratulations! We have reviewed your application and you have been approved as a City of San Diego Emerging Local Business Enterprise (ELBE). Your certification number is 13VC0870 and your classification is Construction. Please reference this certification number when bidding on City projects.

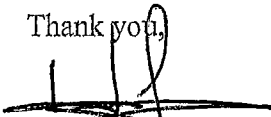
For the City's SLBE Program, your certification is effective April 14, 2014. This certification expires on April 14, 2016 at which time you will need to reapply in accordance with the SLBE guidelines.

Special Note:

To ensure the correct information is included in our database please go to <https://pro.primcompliance.com> select City of San Diego under jurisdiction, select go, type in your company name, select go, select your company and review the information. If there is inaccurate/missing information please e-mail MichelleM@sandiego.gov.

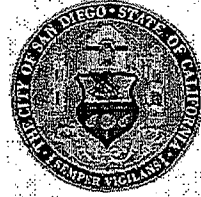
If you have any questions please call 619-236-6058.

Thank you,


Henry Foster III
Program Manager
Equal Opportunity Contracting Program

Purchasing & Contracting Department
Equal Opportunity Contracting
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195
Tel (619) 236-6058 Fax (619) 236-5904

City of San Diego



Small Local Business Enterprise Certification

Visionary Construction & Consulting Inc.

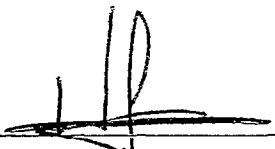
***Emerging Local Business Enterprise (ELBE)
Construction***

(NAICS:236220,236210,237310,237990,238110,238130,238190,238310,238390,238910,238990)

Certification Number: 13VC0870

Effective Date: 04/14/14

Expiration Date: 04/14/2016



Henry Foster III
Equal Opportunity Contracting
Program Manager



THE CITY OF SAN DIEGO

June 6, 2013

OBR Architecture, Inc.
Garrick Oliver
Christopher Bittner
Anne Hall
3817 Ray Street
San Diego, CA 92104

Subject: Small Local Business Enterprise Certification

Dear Garrick, Christopher, and Anne:

Congratulations! We have reviewed your **renewal application** and you have been approved for re-certification as a City of San Diego Emerging Local Business Enterprise (ELBE). Your certification number is 11OB0409 and your classification is Professional Services. Please reference this certification number when bidding on City projects.

For the City's SLBE Program, your certification is effective May 24, 2013. This certification expires on May 24, 2015 at which time you will need to reapply in accordance with the SLBE guidelines.

Special Note:

To ensure the correct information is included in our database please go to <https://pro.prismcompliance.com> select City of San Diego under jurisdiction, select go, type in your company name, select go, select your company and review the information. If there is inaccurate/missing information please e-mail pjordan@sandiego.gov.

If you have any questions please call 619-533-3843.

Thank you,

A handwritten signature in black ink, appearing to read "Henry Foster III".

Henry Foster III
Interim Department Director

Administration Department
Small Local Business Enterprise Program
202 C Street, 9th Floor, MS 9A
San Diego, CA 92101-4806
Telephone (619) 533-3843 Fax (619) 236-7344



City of San Diego



**Small Local Business Enterprise
Certification**

OBR Architecture, Inc.

Emerging Local Business Enterprise (ELBE)

Professional Services (NAICS: 541310)

Certification Number: 11OB0409

Effective Date: 05/24/2013

Expiration Date: 05/24/2015

Henry Foster III
Administration Department
Interim Director

City of San Diego



Small Local Business Enterprise Certification

Advance Blueprint & Digital Copy, Inc.,

DBA Advance Reprographics


Emerging Local Business Enterprise (ELBE)

General Services (NAICS: 323111, 541430, 561439)

Certification Number: 14AR1190

Effective Date: 12/04/2014

Expiration Date: 12/04/2016



Henry Foster III
Equal Opportunity Contracting
Program Manager



THE CITY OF SAN DIEGO

December 18, 2014

SchneiderCM, Inc.
Carl Schneider
#104, 241 14th Street
San Diego, CA 92101

Subject: Small Local Business Enterprise Certification

Dear Carl:

Congratulations! We have reviewed your application and you have been approved for certification as a City of San Diego Emerging Local Business Enterprise (ELBE). Your certification number is 14SI1184 and your classification is General Services. Please reference this certification number when bidding on City projects. For the City's SLBE Program, your certification is effective December 18, 2014. This certification expires on December 18, 2016 at which time you will need to reapply in accordance with the SLBE guidelines.

To receive potential contracting opportunities, please ensure that you register with the City's web-based vendor registration and bid management system, BidsOnline™ hosted by PlanetBids System. For additional information go to:

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

For questions please call (619) 236-6092 or e-mail KPatton@sandiego.gov.

If there are any changes in your firm's status during this certification period, you are required to notify this office *immediately*.

Equal Opportunity Contracting reserves the right to withdraw this certification at any time and request additional information and/or conduct on-site visits for purposes of verification.

Thank you,

Henry Foster III
Program Manager
Equal Opportunity Contracting

Purchasing & Contracting Department
Equal Opportunity Contracting
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195
Tel (619) 236-6000 Fax (619) 236-5904

City of San Diego



Small Local Business Enterprise Certification

SchneiderCM, Inc.

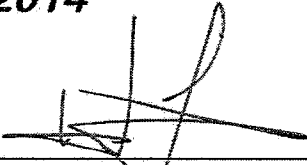
Emerging Local Business Enterprise (ELBE)

General Services (NAICS: 541611, 541618)

Certification Number: 14SI1184

Effective Date: 12/18/2014

Expiration Date: 12/18/2016



Henry Foster III
Equal Opportunity Contracting
Program Manager

City of San Diego

CITY CONTACT: ELEIDA FELIX YACKEL, Contract Specialist, Email: Efelixyackel@sandiego.gov
Phone No. (619) 533-3449, Fax No. (619) 533-3633

ADDENDUM "3"

REQUEST FOR PROPOSAL (RFP)



FOR

Elevator Modernization Projects Design - Build Contract

BID NO.:	K-15-6232-DB1-3-A
SAP NO. (WBS/IO/CC).:	B-10041/B-10035/B-10045/B-10042
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	3
PROJECT TYPE:	BT

PROPOSAL DUE:

**12:00 NOON
FEBRUARY 27, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101**

A. CHANGES TO CONTRACT DOCUMENTS

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

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

B. CHANGES TO THE REQUEST FOR PROPOSALS

1. To Section 6, Item 1, "Selection and Award Schedule", Page 8, Subsection 6.2.3, "Proposal Due Date," **DELETE** in its entirety and **SUBSTITUTE** with the following:

6.2.3. Proposal Due Date February 27, 2015

James Nagelvoort, Director
Public Works Department

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

JN/BD/lji

City of San Diego

CITY CONTACT: ELEIDA FELIX YACKEL, Contract Specialist, Email: Efelixyackel@sandiego.gov
Phone No. (619) 533-3449, Fax No. (619) 533-3633

ADDENDUM "2"

REQUEST FOR PROPOSAL (RFP)



FOR

Elevator Modernization Projects Design - Build Contract

BID NO.:	K-15-6232-DB1-3-A
SAP NO. (WBS/IO/CC).:	B-10041/B-10035/B-10045/B-10042
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	3
PROJECT TYPE:	BT

PROPOSAL DUE:

**12:00 NOON
FEBRUARY 19, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101**

A. CHANGES TO CONTRACT DOCUMENTS

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

For clarity where applicable, **ADDITIONS**, if any, have been Underlined and **DELETIONS**, if any, have been ~~Stricken-out~~.

B. BIDDER'S QUESTIONS

- Q1. Once the passenger elevators are taken out of operation, what access, if any, is to be supplied for access to the upper floors? Is a temporary HC lift or elevator required?
- A1. In consultation with City staff, the Design-Builder shall evaluate and determine the needed access to the upper floors. A temporary HC Lift or elevator is needed for the Old Globe Theater only.
- Q2. Is there currently any city or privately employed personnel that are handicapped and must use the existing elevators for access to their work or employment areas in these buildings?
- A2. Temporary alternate ADA access is required for Old Globe Theater only.
- Q3. Attachment A notes a specific scope of work for each modernization. Is any structural rework required for any of the modernizations?
- A3. See Attachment A, Project Description, item 1.1.
- Q4. Are there any specific security requirements needed for worker access to each of the modernization areas?
- A4. See Attachment A, Project Description, item 1.2.
- Q5. Attachment A Scope of Work item 2.3.32 notes new or connect to existing fire alarm system. Item 2.3.38 notes to install new fire alarm system. Please confirm that the existing fire alarm system is adequate for this modernization. This note occurs at other elevator modernizations also.
- A5. Design Builder to evaluate existing fire alarm system to see if additional work is needed.
- Q6. Item 7-3.2.5 Contractors Builders Risk Property Insurance, is earthquake or flood insurance to be included?
- A6. No.

- Q7. It was mentioned at the mandatory pre bid meeting on February 6 that the ECOP [sic] SLBE and ELBE participation percentages will be calculated on the contractors overall total bid less the city allowances of \$342,000. Please confirm this is correct. By example, if a contractors total bid is \$2,342,000, the ECOP [sic] amount to calculate the SLBE and ELBE percentage would be based on a contract value of \$2,000,000. Please clarify if this is correct.
- A7. Refer to The Whitebook, Chapter 10 – General Equal Opportunity Contracting Program Requirements, Section F – Subcontracting, Item 3.
- Q8. In the previous bid technical proposal there was a form included for the design team for ELBE and SLBE participation. This form is not included in the current RFP. Is the design and consultant listing for SLBE and ELBE to be included only in the price proposal portion and are we to list the design team members in the price proposal portion? Please clarify.
- A8. All subcontractors (constructors or designers) are to be listed on form AA05 to be included in the price proposal only.
- Q9. The current RFP added section 13.4.4.2 Technical Presentation. The purpose of the presentation is to allow a panel to ask questions and to seek clarifications about the proposal. It also states that the technical presentations have no bearing on the potential for award. Please clarify the following;
- a. Is the technical presentation mandatory?
 - b. If the technical presentation is not mandatory, and the presentation has no bearing on the award, will the contractor be penalized if they do not participate?
- A9. Technical Presentations are not required. See changes to the RFP with this Addendum.
- Q10. In what sequence will the technical presentations occur? Will the scoring of the technical proposals be complete by the panel prior to the technical presentations or will the presentations occur prior to the technical proposal scoring?
- A10. Technical Presentations are not required. See changes to the RFP with this Addendum.
- Q11. A new section 18 is added that notes the option to renew, if the City chooses to award options, will occur within 365 days. Attachment A, item 1.3 notes the contractor's opportunity to pre purchase and store on site elevator and electrical components for future phases. Please confirm if the pre purchase will with within the City's option to renew period. We can't pre purchase equipment for options that will not be awarded.
- A11. See Addendum 1 issued on February 6, 2015.

- Q12. Attachment G, item 8.2.6 notes the potential for additional technical points to be awarded for the technical proposal for increasing the SLBE, ELBE and DVBE percentage participation on this project. It was noted at the mandatory pre bid meeting on February 6, 2015 that the DVBE participation does not apply to the percentages to achieve. Please clarify if DVBE participation is required for the technical scoring for this project.
- A12. Points shall be awarded in accordance with Attachment G, Item 8.2.6. It is not mandatory to utilize DVBE participation. Usage of DVBE firms is at the discretion of the Design-Builder and will be accounted for accordingly.
- Q13. The Equal Opportunity section 2.6.1 notes the total MINIMUM mandatory SLBE and ELBE participation is 9.7%. To increase the opportunity to maximize the potential for the most technical points, see Attachment G item 8.2.6, the contractor is encouraged to use as many SLBE and ELBE subcontractors as possible. The contractor is encouraged to maximize the SLBE and ELBE participation. These are two separate and distinct classifications that require additional time and effort for the subcontractors to achieve for their certification. The subcontractors should be rewarded for achieving each certification. If a sub contractor holds a certification as an SLBE and an ELBE, their dollar value should be included in each classification. By example, if a contractor has the SLBE classification certification and the ELBE classification certification, their dollar value should be applied to each classification, so a bid from a certified SLBE and ELBE subcontractor for \$10,000 should be counted as \$10,000 for meeting the SLBE minimum participation and \$10,000 for meeting the ELBE minimum participation, not just once for both certifications. The issue that a contractor must have 2 separate licenses to get consideration for both classifications may not be accurate, if the license holder has both classifications under one contractor's license number and business entity. Please clarify if this is correct.
- A13. The mandatory subcontracting participation requirement can be achieved by using any combination of SLBE and/or ELBE firms. The breakdown of the stated percentage is strictly advisory. The City does not "double count" if a firm holds both a SLBE and ELBE certification.

C. CHANGES TO THE REQUEST FOR PROPOSALS

1. To Section 13., Submittal Requirements, Sub-section 13.4.4., Review of Technical Proposal, Sub-section 13.4.4.2., page 13, **DELETE** in its entirety.
2. To Attachment A, Project Description, Scope of Work, Technical Specifications, and Bridging Documents, Section 2., Scope of Work, Sub-section 2.1., page 25, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 2.1. **CASA DEL PRADO - PASSENGER ELEVATOR**, including but not limited to:

3. To Attachment A, Project Description, Scope of Work, Technical Specifications, and Bridging Documents, Section 2., Scope of Work, Sub-section 2.2., page 28, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 2.2. **OLD GLOBE THEATER PASSENGER ELEVATOR - STAFF PASSENGER; (Option I: Old Globe Theater Elevator Modernization)**, including but not limited to:
4. To Attachment A, Project Description, Scope of Work, Technical Specifications, and Bridging Documents, Section 2., Scope of Work, Sub-section 2.3., page 29, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 2.3. **OLD GLOBE THEATER PASSENGER ELEVATOR - PUBLIC PASSENGER, (Option I: Old Globe Theater Elevator Modernization)**, including but not limited to:
5. To Attachment A, Project Description, Scope of Work, Technical Specifications, and Bridging Documents, Section 2., Scope of Work, Sub-section 2.4., page 32, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 2.4. **SAN DIEGO AIR AND SPACE MUSEUM - PUBLIC PASSENGER, (Option II: Air and Space Museum Elevator Modernization)**, including but not limited to:
6. To Attachment A, Project Description, Scope of Work, Technical Specifications, and Bridging Documents, Section 2., Scope of Work, Sub-section 2.5., page 34, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 2.5. **MUSEUM OF ART- PUBLIC PASSENGER, (Option II: Air and Space Museum Elevator Modernization)**, including but not limited to:
7. To Attachment A, Project Description, Scope of Work, Technical Specifications, and Bridging Documents, Section 2., Scope of Work, Sub-section 2.6., page 35, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 2.6. **MUSEUM OF ART – FREIGHT ELEVATOR, (Option III: Museum of Art Elevator Modernization)**, including but not limited to:
8. To Attachment A, Project Description, Scope of Work, Technical Specifications, and Bridging Documents, Section 2., Scope of Work, Sub-section 2.7., page 36, **DELETE** in its entirety and **SUBSTITUTE** with the following:

2.7. MUSEUM OF ART – DUMB WAITER ELEVATOR, (Option III: Museum of Art Elevator Modernization), including but not limited to:

9. To Attachment A, Project Description, Scope of Work, Technical Specifications, and Bridging Documents, Section 2., Scope of Work, Sub-section 2.8., page 36, **DELETE** in its entirety and **SUBSTITUTE** with the following:

2.8. MUSEUM OF ART – (CORNER POST) FREIGHT ELEVATOR, (Option III: Museum of Art Elevator Modernization), including but not limited to:

James Nagelvoort, Director
Public Works Department

Dated: *February 12, 2015*
San Diego, California

JN/BD/lji

A. CHANGES TO CONTRACT DOCUMENTS

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

B. CHANGES TO THE REQUEST FOR PROPOSALS

1. To Section 6, "Selection and Award Schedule", Page 8, Subsection 6.2.2., "Pre-Proposal Site Visit," **DELETE** in its entirety and **SUBSTITUTE** with the following:

6.2.2. Pre-Proposal Site Visit February 10, 2015

2. To Section 8, "Pre-Proposal Activities", Page 9, Subsection 8.3., "Pre-Proposal Site Visit", Subsection 8.3.1., **DELETE** in its entirety and **SUBSTITUTE** with the following:

8.3.1. The prospective Design-Builders are **encouraged** to visit the Work Site with Public Works Engineering staff. The purpose of the Site Visit is to acquaint Design-Builders with the Site conditions. A Pre-Proposal Site Visit is scheduled as follows:

Time: February 10, 2015
Date: 10:30 AM
Locations: 1650 El Prado, San Diego, CA 92101,
2001 Pan American Plaza, San Diego, CA 92101,
1363 Old Globe Way, San Diego, CA 92101,
1450 El Prado, San Diego, CA 92101

3. To Attachment A, Project Description, Scope of Work, Technical Specifications, and Bridging Documents, Page 25, Item 1, "Project Description", Subsection 1.3., **DELETE** in its entirety and **SUBSTITUTE** with the following:

1.3. Upon the award of each option, the Design-Builder will be allowed to pre-purchase and store on site the elevator equipment and electrical components required for the completion of the awarded option in advance of the start of that option.

James Nagelvoort, Director
Public Works Department

Dated: *February 6, 2015*
San Diego, California

JN/BD/egz

ATTACHMENT I
DESIGN-BUILD AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this May 7, 2015 day of _____, 2015, by and between The City of San Diego [City], a municipal corporation, and **Solpac Construction Inc. dba Soltek Pacific Construction Company** [Design-Builder], for the purpose of designing and constructing the **Elevator Modernization Projects Design - Build Contract** (Project) in the amount of **Four Hundred Sixty-Nine Thousand Seven Hundred Twenty Dollars and Zero Cents (\$469,720.00)**. The City and Design-Builder are referred to herein as the "Parties".

RECITALS

- A. The City desires to construct the Project located in the City of San Diego, California.
- B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this Agreement.
- C. The City has issued a Request for Proposals [RFP] for **K-15-6232-DB1-3-A** pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The City has selected the Design-Builder to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this Agreement and the Contract Documents, hereinafter defined.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- G. Execution of this Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

AGREEMENT

- A. Recitals and Attachments. The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All attachments referenced in this Agreement section are incorporated into the Contract by this reference.
- B. Contract Performance. The Design-Builder shall design and construct the Project in a good and workmanlike manner to the satisfaction of the City, lien free and in compliance with the Contract Documents and within the time specified, in return for timely payment by the City in accordance with the Contract.
- C. Attachments. All attachments e.g., Reference Standards in the RFP, Supplementary Special Provisions (SSP), the attached Faithful Performance and Payment Bonds, Agreement and Supplemental Agreements, and the attached Proposal included in the Proposal documents by the Contractor are incorporated into the Contract by this reference.

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

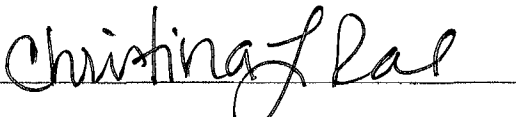
IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Jan I. Goldsmith, City Attorney

By 

By 

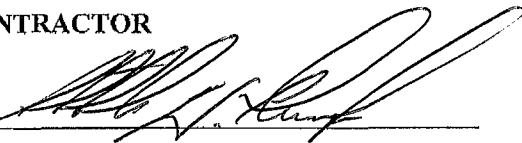
Print Name: Stephen Samara
Principal Contract Specialist (Acting), Public Works

Print Name: Christina L. Rae
Deputy City Attorney

Date: 5-7-15

Date: 5/7/15

CONTRACTOR

By 

Print Name: Stephen W. Thompson

Title: CEO

Date: 4/14/15

City of San Diego License No.: B2007002427

State Contractor's License No.: 886641

ATTACHMENT J
DESIGN-BUILD AGREEMENT FORMS

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Solpac Construction Inc. dba Soltek Pacific Construction Company, a corporation, as principal, and Liberty Mutual Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **Four Hundred Sixty-Nine Thousand Seven Hundred Twenty Dollars and Zero Cents (\$469,720.00)** for the faithful performance of the annexed contract, and in the sum of **Four Hundred Sixty-Nine Thousand Seven Hundred Twenty Dollars and Zero Cents (\$469,720.00)** for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Elevator Modernization Projects Design - Build Contract**, Bid Number **K-15-6232-DB1-3-A**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. of the Civil Code of the State of California.

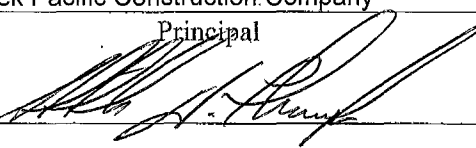
Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.

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

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

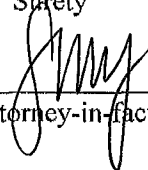
Dated April 13, 2015

Approved as to Form

Solpac Construction, Inc. dba
Soltek Pacific Construction Company
Principal
By 

Stephen W. Thompson, CEO
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney
By Christina Flax
Deputy City Attorney 5/7/15

Liberty Mutual Insurance Company
Surety
By 

330 N. Brand Blvd., Suite 500
Local Address of Surety

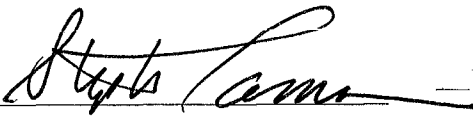
Glendale, CA 91203
Local Address (City, State) of Surety

818-956-4208
Local Telephone No. of Surety

Premium \$ 6,562.00

Bond No. 24059351

Premium is for Contract Term and Subject to
Adjustment Based on Final Contract Price

Approved:
By 

Print Name: Stephen Samara
Principal Contract Specialist (Acting), Public Works

ACKNOWLEDGMENT

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

State of California
County of SAN DIEGO)

On April 14, 2015 before me, JUDY FELIZMENA MEDRUD, Notary Public
(Insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

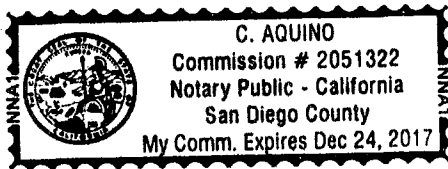
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

County of San Diego

On APR 13 2015 before me, C. Aquino, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sarah Myers
Name(s) of Signer(s)



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

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

Witness my hand and official seal.

Signature C. Aquino
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Coniservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing: _____

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

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

Certificate No. 6622011

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charlotte Aquino; James Baldassaré, Jr.; Janice Martin; Jennifer L. Clampert; Lawrence F. McMahon; Maria Guise; Sarah Myers

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of June, 2014.



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of June, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this APR 13 2015 day of APR 13 2015, 2015.



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

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

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Elevator Modernization Projects Design - Build Contract

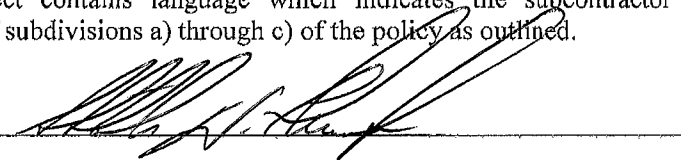
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in RFP, "Drug-Free Workplace", of the project specifications, and that;

Solpac Construction Inc. dba Soltek Pacific Construction Co.

(Name under which business is conducted)

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

Signed



Printed Name Stephen W. Thompson

Title CEO

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Elevator Modernization Projects Design - Build Contract

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the RFP, "American With Disabilities Act", of the project specifications, and that;

Solpak Construction, Inc. dba Soltek Pacific Construction Co.
(Name under which business is conducted)

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

Signed  _____

Printed Name Stephen W. Thompson

Title CEO

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

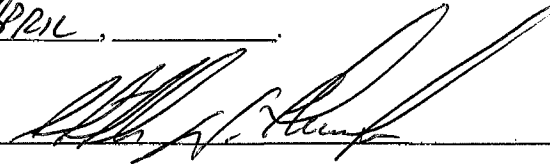
PROJECT TITLE: Elevator Modernization Projects Design - Build Contract

I declare under penalty of perjury that I am authorized to make this certification on behalf of Solpac Construction Inc. dba Soltek Pacific Construction Co. as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in RFP ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3224.

Dated this 14th Day of April,

Signed



Printed Name Stephen W. Thompson

Title CEO