City of San Diego

CONTRACTOR'S NAME: EC Constructors Inc.
ADDRESS: 9834 River Street, Lakeside, CA 92040
TELEPHONE NO.: (619) 540-7181 **FAX NO.:**
CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491
S. Getz / M. Antwan / Y. Kawai

PROPOSAL DOCUMENTS

RFP 2-Step

e - Bidding

FINAL

FOR
OCEAN BEACH BRANCH LIBRARY

RFQ NO.:	**K-25-2391-DB2-3**
RFP NO.:	**K-26-2391-DB2-3**
SAP NO. (WBS/IO/CC):	**S-20015**
CLIENT DEPARTMENT:	**1713**
COUNCIL DISTRICT:	**2**
PROJECT TYPE:	**BD**
EDI CPF NO.:	**B-23-CP-CA-0196 /1000843-2023**
STATE GRANT NO.:	**TSG-22-15 /1000790-2023**

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- PROJECT LABOR AGREEMENT
- FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.
- PREVAILING WAGE RATES: STATE ☒ FEDERAL ☐
- APPRENTICESHIP
- THIS IS AN ECONOMIC DEVELOPMENT INITIATIVE (EDI) COMMUNITY PROJECT FUNDING (CPF) GRANT THROUGH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
- THIS IS A CALIFORNIA STATE LIBRARY FUNDED CONTRACT THROUGH THE STATE OF CALIFORNIA

PROPOSALS DUE:
2:00 PM
FEBRUARY 26, 2026

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS
http://www.sandiego.gov/cip/bidopps/

DEPUTY CITY ENGINEER

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

	01/14/26	Seal:
For City Engineer	Date	

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REQUEST FOR PROPOSAL

1. INTRODUCTION AND PROJECT OVERVIEW

1.1. SOLICITATION

1.1.1. This is the City of San Diego's (City) second step in the two-step solicitation process to acquire Design-Build services for the **OCEAN BEACH BRANCH LIBRARY** Design-Build project.

1.1.2. This RFP is being issued to the selected firms for this selection process exclusively. These firms are:

a. Barnhart Reese Construction
b. EC Constructors, Inc.
c. Nielson Construction, CA Inc.

1.1.3. This RFP describes the Project, the required Scope of Work and Services, the Design-Builder selection process, the minimum information that shall be included in the Proposal for this Project, and the terms and conditions governing the Work. Failure to submit all requested information in accordance with the requirements of this Request for Proposal (RFP) may be cause for disqualification.

1.1.4. Each Proposal, properly executed as required by this RFP, shall constitute a firm offer which may be accepted by the City within the time specified in the Proposal.

1.1.5. This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.

1.1.6. 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.

1.1.7. The Design-Builder, by submitting a response to this RFP, agrees to provide the required services for the terms and conditions noted in this RFP and its exhibits if awarded by the City. The agreement and other terms and conditions are included in the Design-Build Contract and The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).

1.1.8. 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 may not be eligible to participate in the competition with any Design-Build Entity. It is the responsibility of the Design-Build entity to obtain the required legal advice necessary to resolve such matters.

2. **SUMMARY OF WORK:** This is the City's solicitation process to acquire Design-Build services for a Design-Build project to the expansion of Ocean Beach Library. The expansion will include demolition of the adjacent building, remodel the existing 4,580 sf library and construct a new 4,000 sf extension to the library. The new extension will create space for a Community meeting room, study rooms, office space, teen room, outdoor gathering area and restrooms.

The Project proposes to demolish the existing 2 story annex building and expand the existing Ocean Beach Library. The addition to the Ocean Beach Library will consist of a new community room, restrooms, courtyard, as well as additional parking and an interior remodel of the existing historic library.

Per SDMC sect 131.1510 table 132-15E interior spaces exposed to exterior aircraft noise sources shall be attenuated to achieve an indoor noise level of 45 dB CNEL. For more information refer to Attachment A.

3. **COMPETITION:** This RFP is being issued only to the shortlisted contractors pursuant to RFQ **K-25-2391-DB2-3.**

4. **PROPOSAL DUE DATE AND TIME ARE: FEBRUARY 26, 2026** at **2:00 PM.**

5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **$11,700,000.00.**

6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **B**

7. **PROJECT LABOR AGREEMENT:**

7.1. This work is covered by a Citywide Project Labor Agreement (PLA) entered into by the City of San Diego, the San Diego Building and Construction Trades Council and signatory Craft Unions, included herein as **Attachment J.**

This work will provide many opportunities for local residents and local small business enterprises to participate. It is the City's policy that contractors will cooperate with all efforts of the City, the Project Labor Coordinator, the Jobs Coordinator, and other organizations retained by the City to encourage and assist in the participation of Local, Targeted and/or Veteran workers.

7.2. **LETTER OF ASSENT.** The Contractor and all subcontractors agree to be bound by the PLA by submitting a Letter of Assent (PLA Attachment B) to the City's Project Labor Coordinator. The Contractor shall submit its Letter of Assent as a condition of award and all subcontractors shall submit their Letter of Assent before commencing any Work on the Project.

7.3. **PRE-JOB CONFERENCE.** Each contractor, regardless of tier, is required to conduct a pre-job conference with the Unions not later than ten (10) calendar days prior to commencing work.

The Prime Contractor is responsible for facilitating and scheduling their own pre-job conferences and for facilitating, scheduling, and ensuring that all its subcontractors conduct a pre-job conference.

7.4. JOBS COORDINATOR. The Contractor will be required to hire a Jobs Coordinator, an independent third-party individual, entity or employee with whom the Prime Contractor enters into a contract or employs to assist the Contractor with achieving and exceeding the Local Worker goals set forth in the PLA, Article 4, Section 4.5, to assist with fulfilling the Work Opportunities Program as set forth in Article 22, and to assist with Helmets to Hardhats participation as set forth in Article 23.

Each subcontractor, regardless of tier, shall utilize the Jobs Coordinator retained by the Prime Contractor, pursuant to the PLA, Article 22 Section 22.2 (f). The Contractor shall submit a Jobs Coordinator Designation Form as a condition of award.

8. CONTRACT PERIOD: The Project, including the Plant Establishment Period, shall be completed within **1160 Working Days** from the Notice to Proceed (NTP).

9. PREVAILING WAGE RATES APPLY TO THIS CONTRACT: Refer to Attachment D.

10. PRE-PROPOSAL MEETING AND PRE-PROPOSAL SITE VISIT:

10.1. ONLINE PRE-PROPOSAL MEETING:

Prospective Bidders **MUST** attend the Pre-Proposal Meeting.

The Pre-Proposal Meeting will be held on **Thursday, FEBRUARY 5, 2026** at **10:00 AM** (PST) at:

Microsoft Teams meeting

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/27941172752295?p=2bKNg8AxEtD6wPIwQP
Meeting ID: 279 411 727 522 95
Passcode: x5B3jb79

Need help? | System reference
Dial in by phone
+1 945-468-5511,,756220485# United States, Dallas
Find a local number
Phone conference ID: 756 220 485#
For organizers: Meeting options | Reset dial-in PIN

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

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

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

10.2. **PRE-PROPOSAL SITE VISIT:** All those wishing to submit a proposal **MUST** visit the Work Site with the Engineer. The purpose of the Site Visit is to acquaint Proposers with the Site conditions. To request a sign-language or oral interpreter for this visit, call the Purchasing & Contracting Department, Public Works Division, at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. Failure to attend the Pre-Proposal Site Visit may result in the Design-Builder's proposal being deemed non-responsive. The Pre-Proposal Site Visit is scheduled as follows:

Time:	**2:00 PM**
Date:	**Thursday, February 5, 2026**
Location:	**4801 Santa Monica Avenue, San Diego, CA 92107**

11. SELECTION AND AWARD SCHEDULE:

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

11.2.	Pre-Proposal Meeting	**FEBRUARY 5, 2026 at 10 AM**
11.3.	Pre-Proposal Site Visit	**FEBRUARY 5, 2026 at 2:00 PM**
11.4.	Proposal Due Date	**FEBRUARY 26, 2026 at 2:00 PM**
11.5.	Presentations or Interviews	**MARCH, 2026**
11.6.	Selection and Notification	**APRIL 2026**
11.7.	Limited Notice to Proceed	**MAY 2026**

INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS

1. PREQUALIFICATION OF CONTRACTORS AND CALIFORNIA STATE LICENSE:

1.1. Contractors submitting a Proposal must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.

1.2. If the applicant is a subsidiary of a parent company, the applicant may provide the consolidated audited financial statement of the parent company; provided, however, that the applicant submits a statement signed by a duly authorized representative of the parent company confirming that the parent company will guarantee the performance of any contract awarded to the applicant. The City may also require the parent company to execute a separate agreement with the City to guarantee the subsidiary's performance prior to executing any contract with the subsidiary.

1.3. The completed application must be submitted online no later than 2 weeks prior to the bid opening.

1.4. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of $30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.

1.4.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of $15,000,000.

1.4.2. Bids submitted with a total amount proposed of less than $30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.

1.4.3. Bids submitted by Joint Ventures with a total amount proposed of $30,000,000 or greater on a project with an engineer's estimate of less than $30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.

1.4.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.

1.5. Complete information and links to the on-line prequalification application are available at:

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

1.6. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on PlanetBids™.

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

2.1. **PROPOSERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit and electronic proposal.

2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.

2.3. Upon entry of their proposal, the system will ensure that all required fields are entered. **The system will not accept a proposal for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.

2.4. **PROPOSALS REMAIN SEALED UNTIL DUE DATE AND TIME**. eBids and eProposals are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Proposals submitted prior to the Due Date and Time are not available for review by anyone other than the submitter, who will have until the Due Date and Time to change, rescind or retrieve its proposal should they desire to do so.

2.5. **PROPOSALS MUST BE SUBMITTED BY DUE DATE AND TIME**. Once the deadline is reached, no further submissions are accepted into the system. Once the Due Date and Time has passed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, Equal Opportunity Contracting Program (EOCP) compliance and other issues.

2.6. **TECHNICAL PROPOSAL AND PRICE PROPOSAL ARE TO BE SEPARATE**. The proposer is to submit two separate files by the due date and time.

1. The Technical proposal, which should contain the items detailed below and in Attachment G. There is to be **NO PRICING** information within this proposal. If

a Technical proposal contains pricing information, the submission may be deemed non-responsive and ineligible for further consideration, and

2. The Price proposal, which should detail the cost structure and include any forms as required herein.

2.6. RECAPITULATION OF THE WORK. Proposals shall not contain any recapitulation of the Work. Conditional proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

2.7. PROPOSALS MAY BE WITHDRAWN by the Proposer prior to, but not after, the time set as Due Date and Time.

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

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

3. ELECTRONIC SUBMISSIONS CARRY FULL FORCE AND EFFECT

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

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

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

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

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

4. PROPOSALS ARE PUBLIC RECORDS: Upon receipt by the City, proposals shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the proposal's General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. EQUAL OPPORTUNITY CONTRACTING

5.1. As set forth in this RFP, the City is dedicated to the principles of equal opportunity in the workplace and in subcontracting. It is the City's expectation that firms doing business with the City have, and are able to demonstrate, the same level of commitment.

5.2. The Design-Builders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible certified Subcontractors in accordance with the City's EOCP requirements included in the Contract Documents.

5.3. Design-Builder's Work Force

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

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

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

http://www.sandiego.gov/eoc/forms

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

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

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

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

5.5. Contractor Registration and Electronic Reporting System

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

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

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

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

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

5.5.3.1. The City may retain progress payments if:

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

5.5.3.3. EOCP reporting is delinquent or inadequate.

5.5.3.4. Underpayment has occurred.

6. PRE-PROPOSAL ACTIVITIES

6.1. Submission of Questions

6.1.1. The Director (or designee) of the Purchasing & Contracting Department is the officer responsible for opening, examining, and evaluating the competitive Proposals submitted to the City for the acquisition, construction, and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

Juan E. Espindola, Senior Contract Specialist at JEEspindola@sandiego.gov

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

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

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

6.2. Revisions to the RFP

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

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

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

7.1. Contract Documents may be obtained by visiting the City's website: http://www.sandiego.gov/cip/. Plans and Specifications for this contract are also available for review in the office of Purchasing & Contracting Department Contracts.

7.2. The Design-Builders shall carefully examine the Project Site, the Plans and Specifications, and other materials as described in or referenced by this RFP. The submission of a Proposal shall be conclusive evidence that the Design-Builder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, local conditions, and as to the requirements of the Contract Documents.

8. CHANGES TO THE SCOPE OF WORK: Once a proposal has been accepted by the City and the award has been made, the Design-Builder shall immediately notify the City in writing of any proposed or anticipated change in the scope, contract amount, or contract time; and shall

obtain the City's written consent to the change(s) prior to affecting them. In no event shall the City's consent be construed to relieve the Design-Builder from its duty to render all work and services in accordance with applicable laws and accepted industry standards

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

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

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

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

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

- Legal name of company.
- Legal form of entity (partnership, corporation, joint venture, or other). If joint venture, identify the members of the joint venture, and provide all information required under this section for each member.
- Year of establishment of entity.
- If company is subsidiary of a parent company, identify the parent company.
- Address of main office.
- Address of San Diego satellite office if applicable.
- Contact information for firm, including name, title, email address and telephone number.
- Number of employees in San Diego County.
- Applicable License(s):
- City of San Diego Business License Number, including expiration date.

- State Contractor's License Number including expiration date, and all classifications. Professional Engineering/Architect License Number, including expiration date.
- Failure to provide all required information may result in the Proposal being considered non-responsive and ineligible for further consideration.

11.1.1. The Technical Proposal shall be concise, well organized, and demonstrate the Design-Builder's qualifications and experience applicable to the Project. The Technical Proposal shall be limited to 50 one-sided pages ($8^{1/2}$" x 11"), exclusive of resumes, graphics, forms, pictures, photographs, dividers, front and back cover, etc., that address the Technical Proposal contents; and of Equal Opportunity Contracting documentation. Font Type shall be Times New Roman in a minimum 12 Point font size, with a minimum 1" margin for text pages. A cover letter may be submitted but shall not contain any information that is a required element of the Technical Proposal. Any Technical Proposal that does not comply with these formatting standards may not be considered.

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

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

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

11.2. PRICE PROPOSAL REQUIREMENTS.

11.2.1. A clearly marked, signed PDF of the TOTAL PRICE FOR DESIGN-BUILD PROPOSAL page is to be submitted within the Cost File in PlanetBids.

11.2.2. A completed Excel Price Proposal Sheet is to be submitted as a General Attachment in PlanetBids.

11.2.3. The Price Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.

11.2.4. 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.

11.2.5. In the event of any discrepancies, written numbers will govern over numerical. Also, the sum of all lump sum line items, unit price line items, allowance line items and any other priced items will govern over the "Total Design-Build Proposal" line item.

11.2.6. The required EOCP information such as Subcontractor and Supplier listings shall be submitted as part of the Price Proposal.

11.2.7. These are not to be included with the Technical Proposal. Refer to **Attachment H** of this RFP for any Price Proposal forms required to be used.

12. SELECTION CRITERIA AND SCORING

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

12.2. Proposals will be ranked according to the selection criteria set forth in Attachment G.

12.3. The Panel will review all proposals received. Interviews or presentations will be conducted as needed in accordance with Attachment G.

12.4. Based upon this technical review, the Panel will rank the Design-Builders' proposals in accordance with the selection criteria set forth in Attachment G of this RFP.

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

13. SUBCONTRACTOR INFORMATION:

13.1. **LISTING OF SUBCONTRACTORS**. In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR**, **CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 3-2, "SELF-PERFORMANCE", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR**). The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor –**

regardless of tier - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

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

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

14. AWARD

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

14.2. The City will announce in writing to all the RFP participants the selected Design-Builder. The announcement will show the results of the evaluation. This notification to the Design-Builders shall constitute the public announcement of the selected Design-Builder. In the event that the selected Design-Builder is subsequently deemed non-responsive or non-responsible, a new public announcement will be provided to all proposers with the name of the newly designated selected Design-Builder.

14.3. This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.

14.4. Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public shall receive prior written approval from the City.

14.5. Design-Builders who submit a response to this RFP agree to provide the required services in accordance with the terms and conditions noted in this RFP and its attachments upon award by the City. The agreement and other terms and conditions

are included in the Design-Build Contract, The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).

14.6. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design may not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents, such as the Water Department's Master Plan and any other document that was not prepared specifically for this contract, are considered to be eligible to participate.

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

15. ADDITIONAL POLICIES, PROCEDURES, TERMS AND CONDITIONS

15.1. The Program's Selection Process is based on the policies, procedures and guidelines set forth in the City Municipal Code Chapter 2, Article 2, Division 33.

15.2. **Protests.** A Design-Builder may protest the award of the Contract to another Design-Builder in accordance with San Diego Municipal Code.

15.3. **Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified in its proposal as "key personnel" without the written consent of the City. The Design-Builder shall not change or substitute any material, supplier, or subcontractor identified in its Proposal without written consent of the City. The City's consent will not be unreasonably withheld.

15.4. **Project Team.** The Design-Builder shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule which may be adjusted as mutually agreed upon by the City and the Design-Builder.

15.5. **Submittal of "Or Equal" Items.** See 4-6, "TRADE NAMES" in the SSP and as modified by the Scope of Work ATTACHMENT A.

15.6. **Subcontract Limitations.** The Design-Builder's attention is directed to Standard Specification for Public Works Construction, Section 3-2, "SELF-PERFORMANCE", which requires the Design-Builder to perform not less than the specified amount under this RFP. Failure to comply shall render the Proposal non-responsive.

15.7. **San Diego Business Tax Certificate.** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.

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

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

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

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

15.8.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code § 1776.

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

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

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

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

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/ecp/edocref/greenbook	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-05
CALTRANS Standard Plans https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-06

Title	Edition	Document Number
California Manual on Uniform Traffic Control Devices Revision 9 (CA MUTCD Rev 9) https://dot.ca.gov/programs/safety-programs/camutcd	2014	ECPD080725-07
NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/ *****Electronic updates to the Standard Drawings may also be found in the link above		

CERTIFICATIONS AND FORMS

CERTIFICATIONS AND FORMS

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

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

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans with Disabilities Act" of the project specifications, and that:

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

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

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

CONTRACTOR CERTIFICATION

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

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

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

CONTRACTOR CERTIFICATION

PRODUCT ENDORSEMENT

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

AFFIDAVIT OF DISPOSAL

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

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

OCEAN BEACH BRANCH LIBRARY
(Project Title)

as particularly described in said contract and identified as Bid No. **K-26-2391-DB2-3**; SAP No. (WBS) **S-20015**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

_____

_____

NOW, THEREFORE, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

_____

_____

and that they have been disposed of according to all applicable laws and regulations.

Dated this _____ DAY OF _____, _____.

By:_____
Contractor

ATTEST:

State of _____ County of _____

On this_____ DAY OF _____, 2_____, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared_____ known to me to be the _____ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

ATTACHMENTS

ATTACHMENT A

PROJECT DESCRIPTION, SCOPE OF WORK, AND PERFORMANCE SPECIFICATIONS

ATTACHMENT A

PROJECT DESCRIPTION, SCOPE OF WORK, AND PERFORMANCE SPECIFICATIONS

1.0 INTRODUCTION

A. There is a widespread, longstanding local community interest in having an addition to the City of San Diego ("City") branch library ("library") in Ocean Beach. At 8,800 square feet, the new building will be nearly 100% larger than the existing branch library, currently the oldest in the San Diego Public Library system. The facility is seen as not only an information hub in the traditional sense but much more:

- An educational resource, supplementing local schools
- A family resource
- Social space for local teenagers
- A gathering place for seniors
- An activity center for various local organizations
- A community center for the neighborhood and Ocean Beach.

B. The library's location and size are both consistent with the November 2019 Ocean Beach Community Plan (OBCP). Conceptual site studies indicate a site area adequate for the required building, parking, outdoor space, circulation and service functions. As a civic building, the new library will provide important public space for Ocean Beach, including a community room with its outdoor patio, a new Teen Room, workrooms and offices for staff as well as additional restrooms. The Ocean Beach Community Plan includes important information and policies regarding the community and the library site that may be necessary for the successful development of the library. Design teams are strongly encouraged to familiarize themselves with it.

C. The building program described below defines a contemporary branch library, which in its appeal to constituents expresses certain qualities more normally associated with retail and commercial establishments: customer service, enjoyable experiences, opportunities for social interaction, availability of up- to-date technology.

2.0 REQUEST FOR PROPOSAL

2.1 The City of San Diego (City) is seeking Design-Builders to work with its stakeholders to design and construct the Ocean Beach Branch Library. The principal facility is a freestanding single-story structure of 4,580 net sf with adjacent site, off-site improvements, and surface parking for the Ocean Beach community. The Addition will consist of reading areas for adults, teens and children, study rooms, a community room, computer stations, staff offices/support area, and Friends of the Library retail space.

2.2 The project also includes the demolition of an existing non-historic empty office building adjacent to the historical library building.

2.3 This Request for Proposal (RFP) includes a building program that outlines the requirements in terms of function, area, equipment performance and minimum standards of construction, a site diagram and a historical report that outlines the work to be performed during the restoration of the historical library.

2.4 The project is located at: **4801 Santa Monica Ave, San Diego, CA 92107**.

3.0 PROJECT REQUIREMENTS

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

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

3.3 The Scope of Work for the Design-Build firms includes but is not limited to:

3.3.1 Architectural and Engineering design services

3.3.2 Permitting submittal and approvals from local and state agencies including Construction General Permit (CPG) and Municipal Storm Water Permit (MS4), as applicable.

3.3.3 Coordination of payment of all fees.

3.3.4 Project Management.

3.3.5 Energy Modeling and Analysis

3.3.6 Construction including off-site improvements as indicated in the Design Guidelines.

3.3.7 On site and off site wet and dry utilities design, coordination, and installation in the public right-of-way.

3.3.8 Commissioning of systems and equipment.

3.3.9 Coordination and payment of all test and inspection services.

3.3.10 Community meetings (as may be required).

3.3.11 Coordination and scheduling work of Team and others providing services to design and construct the project.

3.3.12 All on-site and off-site design and grading for new construction storm water compliance (WPCP, BMPs, SUSMP, MS4).

3.3.13 Insurance and bonding.

3.3.14 Coordination with City representatives.

3.3.15. LEED Silver compliance (minimum)

3.3.16 ADA Compliance

3.3.17 Soils Report

3.3.18 Data/Cable/Voice/Communication

3.3.19 Surveying

3.3.20 Integration of art (as may be required)

3.3.21 Furnishing (allowance) only for non-fixed (movable) furniture. All fixed furnishings, including but not limited to reception desk, casework should be included as part of designer builders lump sum.

3.3.22 Electric Vehicle (EV) Charging is required for the project per California Energy Code and ZEMBOP requirements. The Design-Builder shall be responsible for installing conduit from EV charger locations to the meter connection point. All other design and construction of EV infrastructure shall be performed by the City of San Diego EV contractor (E-verge/Baker Electric, or approved equal). This includes:

- Final design of the EV charging system and provision of deferred submittal drawings under the building permit;
- Installation of EV chargers, wiring, and meter connection;
- Start-up testing and commissioning of the EV system;
- Coordination with SDG&E for installation of a dedicated EV meter;
- Provision of data required for EV operational requirements.

The Design-Builder shall coordinate with the City's EV contractor to ensure alignment of site work, building design, and EV system integration.

3.4 The design and construction must comply with the requirements of all applicable agencies having jurisdiction over the project.

3.5 Design Deliverables

3.5.1 Design deliverables during the design process shall include 30%, 60%, 90% 100% and Final phases. Plans, Specifications and LEED progress packages shall be delivered for review at each design phase.

3.5.2 Design-Builder shall provide Electronic Drawing files in AutoCAD or Revit as well as a PDF set of design drawings, and specifications for each phase of design submittal.

3.6 The library shall be designed and built to be fully functional in every capacity, with requirements exceeding those of the existing San Ysidro Library. Design-Builder may ask City of San Diego for as-builts and other specifications of San Ysidro Library.

4.0 DESIGN GUIDELINES AND SUBMITTAL REQUIREMENTS

4.1 Design Guidelines

4.1.1 Design guidelines and performance requirements to establish basic design criteria, minimum material quality and equipment standards are provided in this RFP. Each proposal must include a certification that the proposal meets or exceeds these criteria within the stipulated Contract Price. The Design-Builder is encouraged to provide a basis of design narrative and a description of how the project will exceed quality levels established by the performance requirements.

4.1.2 Proposals shall also identify attributes that enhance the minimum building design criteria, provide additional space within prescribed limits, and incorporate low operating cost building systems that reduce annual operating costs, or provide other features that will help achieve cost-effective public facilities of lasting value.

4.1.3 A detailed description of the required Program is provided in this RFP. These are minimum requirements. Design-Builders need to only stipulate where their design exceeds the Program.

4.1.4 The design and construction must comply with the requirements of all applicable agencies having jurisdiction over the project.

4.1.5 The Project shall be designed, procured, and constructed to optimize energy efficiency. The selected contractor shall register the Project with SDGE's Savings By Design@ Program by contacting Owner's Savings by Design Account Executive within 30 business days following award of the Project in order to allow Owner to qualify for potential incentives under the Program. The Savings by Design Account Executive and the selected contractor shall maintain a collaborative relationship during the design phase and the execution of the project in order to evaluate and incorporate recommended energy efficiency measures into the final design. Compliance with this requirement and installation of the agreed-upon equipment in accordance with the terms of the program will be verified by an on-site inspection upon completion of construction. For more information regarding Savings By Design, visit New Construction | San Diego Gas & Electric (https://www.sdge.com/new-construction)

4.2 Submittal Requirements and Scope of Work:

4.2.1 Architectural and engineering design services.

4.2.2 Permitting submittal and approvals from local and state agencies including Construction General Permit (CPG) and Municipal Storm Water Permit (MS4).

4.2.3 Coordination of payment of all fees.

4.2.4 Project management.

4.2.5 Energy modeling and analysis

4.2.6 Construction, including off-site improvements as indicated in the Design Guidelines including demolition of adjacent existing building.

4.2.7 On site and off site wet and dry utilities design, coordination, and installation in the Public Right-of-way.

4.2.8 Commissioning of systems and equipment.

4.2.9 Coordination and payment of all test and inspection services.

4.2.10 Community meetings (as required)

4.2.11 Coordination and scheduling work of Team and others providing services to design and construct the project.

4.2.12 All on-site and offsite grading for new construction storm water compliance (WPCP, BMPs, SUSMP,SM4).

4.2.13 Insurance and bonding

4.2.14 Coordination with City representatives.

4.2.15 LEED Silver compliance and Commissioning

4.2.16 ADA compliance

4.2.17 Soils report

4.2.18 Data/ cable/ voice/ communication

4.2.19 Surveying

4.2.20 Integration of Historic Display

4.2.21 Traffic improvements in the Public Right-of-way

4.2.22 Furnishing (allowance)

4.3 Project Schedule

4.3.1 The project schedule is to have the Library completed and ready for public use by Spring 2028.

4.4 Project Budget

4.4.1 Project budget and stipulated contract price: provide a budget amount for the project proposed within the stipulated contract price. Any exceptions and or limitations affecting the stipulated Contract Price shall be identified.

4.4.2 Provide a summary of the proposed integration between Furniture, Fixtures, and Equipment (FF&E), material and finish upgrades, and thematic elements.

4.5 Written Submittals to be Submitted and Sequentially Numbered as follows:

4.5.1 Project Design Description (limit 2 pages): A narrative description of the basis of design. Include reference to each of the systems; structural, electrical, mechanical and plumbing, as well as architectural, civil and landscape approaches. Address how the proposed design achieves programmatic goals and performance requirements of the project. Include narrative descriptions of the building forms; quality levels; proposed finish, and material selections; special design features; and performance characteristics. Clearly convey the design intent and philosophy of the proposed design and how it achieves the City's goals for the project.

4.5.2 Project schedule: The Design-Builder identification of, and commitment to, key milestones from Notice to Proceed through Guaranteed Completion Date. The schedule shall be cost loaded and identify significant design and construction activities; their duration and completion dates; document submittal dates; allowances for City and other agency review periods, including schematic design documents, design development documents, final plans and specifications; and regulatory agency review periods for the project. All dates must be indicated by calendar dates. The schedule shall be in color and in 1 1"x 17" foldout format.

4.5.3 Project Budget: The Design-Builder Guaranteed Maximum Price (GMP) for the project. Budget shall include cost detail by major building components.

4.5.4 Project Compliance with minimum program and performance requirements: A brief written statement certifying that all mandatory program and performance requirements of the RFP are met by the proposal.

4.5.4.1 LEED New Construction Project Checklist with explanatory notes for how each point will be achieved with accompanying Summary of Value-Added Enhancements (as appropriate). Note: Please see **Exhibit A – Council Policy 900-14 LEED Silver Certification** for LEED Points that are required as part of the certification process.

4.5.6 Summary of Value-Added Enhancements (optional): A brief narrative description of any proposed value-added enhancements.

4.6 Graphic Submittals

4.6.1 Drawings in general shall be drawn at the "schematic" level as defined by this RFP. All drawings shall be to scale. Plans and elevations are to be

dimensioned. The format of the drawings is at the discretion of the Design-Build firms. These are minimum requirements and additional exhibits, including special design features proposed, may be submitted at the Design-Builder's discretion.

4.6.2 The following schematic architectural drawings and models delineating and detailing design features, materials, and options are required for compliance with this RFP: Submit a set of full-size (D sheet) color drawings, for use at the Design-Builder's presentation, and one (1) electronic copy of the drawings.

4.6.2.1 Site Plan: a site plan showing all buildings, site features, and on-site improvements at a scale of 1" = 20'-0". See **Exhibit B - Conceptual Site Plan** for limit of site.

4.6.2.2 Floor/Space Plans: a schematic floor plan with general representation of all core elements and structure, and all enclosed spaces at a scale of 1/8" = 1'-0". Show conceptual furniture and book stack layout on floor plans. The space plans shall identify the net square feet allocated to each organizational component listed in the Program Requirements.

4.6.2.3 Elevations: A minimum of four (4) color exterior building elevations of the building including indication and limits of all material types and colors, and any shading devices, at a scale of 1 /8" =1'-0".

4.6.2.4 Sections: a minimum of two (2) building cross sections showing the building's elevations in relationship to the other site improvements or ground planes at a scale of 1/8" = 1'-0".

4.6.2.5 Interior Perspective: A minimum of two (2) computer-generated interior perspective sketches, one of the library interior depicting the Lobby and the Community Room and another of a major collection or the community room. Include any other renderings to convey the overall design aesthetic.

4.6.2.6 3D computer study model: A digitally created three dimensional (3-D) computer study.

4.6.2.7 Other: Diagrams, charts and photos to further illustrate the proposal are acceptable but not required.

4.7 Design Deliverables

4.7.1 Design deliverables during the design process shall include 30%, 60%, 90% and 100% phases. Plans, Specifications and LEED progress packages shall be delivered for review at each phase. Any deviations from those outlined here, should be clearly identified as part of the submittal package.

4.7.2 Design-Builder shall provide electronic files of design drawings in AutoCAD and Revit as well as a PDF set for each phase of design submittals. A copy of specifications shall be submitted at 90% and 100%.

PROGRAM AND PERFORMANCE SPECIFICATIONS

5.0 PROGRAM REQUIREMENTS & CONSIDERATIONS

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

5.1 General Regulatory Requirements & Considerations

5.1.1 The project site is in the Commercial–Community (CC) zone CC-4-2. The library must meet community plan requirements as well as zoning regulations for setbacks, height and Floor Area Ratio. It must also comply with San Diego Municipal Code regulations for parking, fences and landscaping.

5.1.2 Improvements to the existing library on the project site at 4801 Santa Monica Ave must conform to the City's Historic Resources Regulations and the US Secretary of the Interior's Standards.

5.1.3 Noise from the San Diego International Airport is a concern. The General Plan Noise Element guidelines indicate that library uses (both indoors and outdoors) are incompatible with noise levels exceeding 65 dBA CNEL and "conditionally compatible" with those between 60 and 65 dBA CNEL. The OBCPU calls for noise attenuation measures to ensure an interior noise level of 45 dbA CNEL. Project-specific acoustical analysis prepared by a qualified professional demonstrating adequacy of mitigation measures reducing interior noise levels to below 45 dBA CNEL is required.

5.1.4 Consistent with the City's desire to have a sustainable and efficient new library, the project must attain a LEED "Silver" certification. See **Exhibit A – Council Policy 900-14 LEED Silver Certification.**

5.1.5 In order to ensure a sense of safety the project must comply, to the greatest extent possible, with San Diego Police Department guidelines as well as the San Diego Sheriff Department's "Crime Prevention through Environmental Design" recommendations (www.cpted.net).

5.1.6 Usable public exterior areas as well as interior spaces must be fully accessible to patrons and staff, consistent with accessibility standards. As library users will range from the very young to senior citizens, ease of movement and safety are important considerations.

5.1.7 Nothing contained in this Program Narrative shall be construed to permit circumvention of, nor disregard for, any applicable codes or regulations.

5.1.8 Third-Party Owned EVSE Integration: For publicly facing Electric Vehicle Service Equipment (EVSE) to be delivered and maintained by a third-party (Everged or approved equal), the project shall adhere to the requirements outlined in **Exhibit E – Third Party Owned Electric Vehicle Service Equipment (EVSE) Delivery on Engineering & Capital Projects Department (E&CP) Projects**.

5.2 Exterior Architectural Design Requirements & Considerations

5.2.1 The new Ocean Beach Branch Library should be a distinctive local landmark that nonetheless harmonizes with its context. It should resemble a public, civic structure while also appearing welcoming and unintimidating. The building's design should not only foster safety and security, it should somehow express these important attributes. Upon approaching the library, visitors and patrons of all types, including those with disabilities or special needs, should feel welcome. This sense of welcome should also manifest itself for those arriving by foot or bicycle as well as by automobile. In fact, Ocean Beach Mobility Plan Update Mobility Goals states: "Reduce vehicular traffic demand placed on the street network by encouraging the use of alternative modes of transportation, including public transit, bicycles, and walking."

5.2.2 The library's site at the junction of Santa Monica Ave and Sunset Cliffs Blvd provides an opportunity to promote its civic function through the use of a distinctive element or elements creating a visible and memorable "signature" Exterior signage may be a significant component. Keeping in mind the requirements from the Department of the Interior for Historic Buildings.

5.2.3 Opportunities to take advantage of San Diego's climate should be exploited, consistent with programmatic requirements. Strategies for addressing solar heat gain and glare may offer design potential through the use of trellises, canopies, screens and other architectural devices.

5.3 Site Design Requirements & Considerations

5.3.1 The Conceptual Site Plan (Exhibit B) identifies elements to be considered in the design of the library site, including the following:

A. A designated historical resource, Historic Resources Board Site #565, occupies the southwest corner of the intersection. The library building was constructed in 1928. It is in the Spanish-Monterey style and was designed by Robert W. Snyder. An addition to the library was added in 1962. It extended the northwest wing of the library further to the northwest along Santa Monica Avenue.

B. The scope of work includes providing a complete security system for the library, encompassing both book detection and CCTV surveillance systems. Book detection systems are required at each public entry and must be capable of identifying unprocessed items, comply with ADA and local codes, and have their placement coordinated with the owner. The CCTV surveillance system must monitor all interior public spaces within the Addition, all public building entries, and the outdoor courtyard along the library frontage. This system will include high-resolution digital IP cameras with night vision, a Network Video Recorder (NVR) with at least 30 days of storage, weatherproof outdoor enclosures, and integration with existing

security infrastructure where applicable. All camera placements and fields of view must be coordinated with the owner to ensure comprehensive coverage of high-traffic and vulnerable areas.

C. Vehicular and pedestrian access is considered very desirable to library staff.

D. Teams are encouraged to read the Ocean Beach Community Plan Update to become aware of the policies stated in the document.

E. Electric vehicle charging stations must be provided within the parking lot per ZEMBOP requirements, see **Exhibit C – Council Policy 900-03 Zero Emissions Municipal Buildings and Operations Policy (ZEMBOP)**.

F. A retaining wall is indicated along the west edge of the site adjacent to the US Post Office. Design teams may propose alternatives to a wall, provided all required site functions and spaces are adequately accommodated and safety, whether on the site or in the public right-of-way, is fully addressed.

5.3.2 A significant outdoor element, the Community Patio, is discussed elsewhere in this document. Other required exterior elements include the following:

A. Provide a spacious Entry Plaza at the front door without distracting from the Historic facade. Provide space for benches, some of which should be in shaded (or partially shaded) locations. The book drop should be easily accessed from the entry area. Provide lighting adequate for evening and nighttime activities.

B. Landscaping planting should maximize the use of hardy, drought-tolerant materials consistent with community and library standards. Attractiveness and ease of maintenance are primary considerations.

C. Use landscape planting as buffers between parking areas and walkways and at other locations on the site where a "soft" edge definition is desirable.

D. Provide sturdy metal bike racks for bicycles at multiple locations on the site, including the Entry Plaza, per LEED Silver Requirements

E. Photovoltaic solar panels are required and their incorporation must be coordinated with the building design.

5.3.3 Additional information regarding the site is contained in **Exhibit B - Conceptual Site Plan** and Geotechnical Evaluation Report included in Attachment E, section 3-9.

5.4 Interior Design Requirements and Considerations

5.4.1 The interior space program for the new building envisions a facility attuned to the varied, contemporary demands of a community library.

Here, the user has an immediate orientation to the general layout of the library and proximity to several of the most important spaces. This "hub" (to borrow another term) offers a variety of activities: information seeking, browsing, casual reading, photocopying and more. It must feel comfortable and inviting as part of the critical "first impression" for new visitors and as a gathering place for regulars. To be truly successful, it must appeal to a broad range of library users, from small children and their families to teenagers to senior citizens.

5.4.2 Important aspects of the program are the adaptability and flexibility that ensure future viability. Space within collections and support rooms is allocated for both traditional, print materials and computer technology. Most furniture is expected to be movable to permit easy reconfiguration of spaces as needs change. Power and data must be amply provided throughout for maximum flexibility.

5.4.3 The library should incorporate a range of spatial experiences from large, light-filled open spaces to small, individual alcoves or personal study areas. At the same time, easy supervision by library staff is critical to maintaining a comforting sense of safety and security in all areas.

5.4.4 Materials and finishes must be attractive yet durable and easy to maintain. Visible surfaces must be easily accessed for cleaning. The use of “warm” materials, especially wood, is desirable as a highlight in significant public areas. Typical floor materials include carpet in seating, collections and staff areas and resilient flooring in service areas. High-traffic areas require especially durable surfaces such as paver tiles, terrazzo or similar kinds of flooring. Most walls will be textured and painted gypsum wallboard (GWB), with other materials (ceramic tile, etc.) required for wet areas. Ceilings in offices and some other public areas may be suspended acoustical tile; in restrooms and support spaces painted/textured GWB. Teams are encouraged to be creative with ceiling treatment in major spaces such as the Great Room, the major collections and the Community Room.

5.4.5 Creative uses of color and texture are encouraged. Opportunities for the display of images of Ocean Beach History and Historical display (prominent interior locations, specially-treated walls, accent lighting, etc.) should be identified.

5.4.6 Built-in casework, where specified, is included in the scope. Provide standard-height, nominal 24” deep base cabinets with plastic laminate or solid surfacing countertops. Provide ADA-compliant work stations as noted. Wall cabinets shall be nominal 12” deep and minimum 30” tall. Provide locks for all cabinet doors unless otherwise noted. Shelving in

cabinets must be adjustable. Per the program narrative, lockable base cabinet drawer units are required in some locations.

5.4.7 Wayfinding is especially important to the successful functioning of a library. Provide a comprehensive, unified ADA-compliant plaque-type signage installation for accessible entry, accessible exterior path of travel, assistive-listening system provisions (Community Room and Patio), restrooms and enclosed rooms. Provide a signage package for book stacks.

5.4.8 Provide operable blinds at all windows in staff areas and community spaces. Provide sun control (blinds, roller shades or other treatment) at library windows where exposed to direct sunlight during normal hours of operation at any time of the year.

5.4.9 Provide intrusion alarms on all exterior doors. Provide security card access and card readers at the main entrance, staff entrance and Community Room access to the Patio.

5.4.10 Provide an area or space where the History of Ocean Beach may be illustrated in various ways (vintage photographs, murals, historical objects in cases, etc.).

5.4.11 The following are interior design suggestions made by members of the Ocean Beach community in public meetings and on written surveys:

- Need items that are easy to clean and maintain.
- Be mindful to include spaces that are functional for folks with differing abilities (visual, hearing, neurological, physical, etc.)
- Include comfortable reading chairs for kids and their parents.
- Provide “lots of natural light', it should be well lit; “open and airy”
- Use “happy colors and decorative letters and animals”
- Highlight culture and art on the walls; use creative lighting; “integrate public/community art”
- Design “special spaces especially for children“
- Provide ample reading and study areas for students; the community needs a ”Teen Center/Getaway”
- Make it comfortable for the old and disabled
- Clearly separate children’s and adult’s areas
- Use appropriate floor materials to minimize loud noises from book carts where applicable.
- Make the Community Room “eye-catching”with folding/operable glass doors that open to the exterior to provide an extension into the patio.

5.5 General Mechanical, Plumbing and Electrical Requirements and Considerations.

5.5.1 Access to mechanical and electrical equipment must be convenient to maintenance personnel but not to patrons. In particular, lighting must be accessed without the use of special equipment such as a scissors lift.

5.5.2 Provide systems configured so that heating, cooling and lighting for after-hours use is limited to those areas in use.

5.5.3 Provide air-conditioning in all habitable spaces, including restrooms. It is not required in storage rooms, custodial rooms and utility spaces unless necessary for the proper functioning of equipment. Natural ventilation may be proposed for some public and staff spaces as a supplemental environmental strategy; it cannot compromise building security.

5.5.4 Provide hot and cold water at all sinks and lavatories. Provide recessed wall-mounted hose bibs in boxes with locking covers at restrooms, exterior HVAC condensate lines and four (4) exterior wall locations, one of which must be in the Community Patio.

5.5.5 Power, data, communications, signal and security systems must be provided, consistent with City library standards and Performance Requirements in this document. Provide power and data throughout public areas. Provide wireless access inside and at outdoor locations (Entry Plaza, Community Patio, Public Park). As many as 50 computers will be installed in various parts of the library. There will be separate children's and adult Internet access. Sound and projection systems are included in the project scope.

5.5.6 Careful consideration should be given to lighting in all areas but especially in public seating and book stack locations. Daylighting strategies that minimize the use of artificial lighting while providing glare-free natural illumination are encouraged, but teams are reminded that much activity takes place at night, when outdoor light levels are insufficient. Adequate lighting is particularly critical in areas frequented by senior citizens and the disabled.

5.5.7 Third-Party Owned EVSE Integration

5.6 Program Narrative of Individual Space Requirements

5.6.1 Public Entrance

5.6.1.1 Lobby.

The lobby's primary function is to serve as the formal public entrance to the library and ancillary services. It forms the important first impression, and should be inviting and interesting. The lobby should provide a sense of orientation and make the transitions to the Stacks and Community Room clear. Immediately accessible from the Lobby are the Friends Bookstore and the restrooms. Provide a location for a display case for local

art or historical artifacts or similar. Provide power for possible lighting of the case. Provide a 12-foot long bulletin board (Typical Note: "bulletin board" as used in this Program Narrative refers to a 4-foot tall, wall-mounted, fabric-covered tackable display surface suitable for pinning or stapling paper and similar materials to it). Flooring (terrazzo, paver tile or similar) and wall finishes shall be very durable to withstand heavy foot traffic. Provide a recessed walk-off mat at the door. Provide drinking fountains near the lobby of the Community Room. An important programmatic requirement is that the Community Room Lobby must be designed such that the library may be locked off for after-hours functions in the Community Room. After-hours access must include the restrooms. The separation may be achieved through the incorporation of a gate, rolling screen, double doors or other means.

5.6.1.2 Friends of the Library bookstore

The Friends of the Library Bookstore must be visually obvious from the entry and must be accessible directly from the Lobby. It must be designed to be secured when closed. Provide for sales space near its entrance, open floor space for bookshelves/displays and a work area for staff, separated from the other spaces by bookshelves or partitions. Provide a minimum 6 LF base cabinet with counter and minimum 6 LF overhead wall cabinets in the work area. A separate adjoining small, lockable storage room is desirable. There should be sufficient electrical and data outlets to connect a minimum of 1 computer workstation and 1 wireless access point. Note: Each workstation and/or AP shall have two (2) telecommunications ports unless otherwise stated.

5.6.2 Community Space

5.6.2.1 Community Room

The Community Room is a flexible, community-oriented assembly space. It is seen by the community as a significant new gathering place and is expected to be heavily used for a wide variety of events. Configure the room such that code-compliant access and egress are possible at all times. The room will accommodate chairs, tables, and other portable furnishings on a flat floor. Provide ample window area. Access to the Community Patio shall be provided through a wall-folding or sliding glazed panel or door system creating an indoor/outdoor space. Provide resilient, easy- to-clean durable flooring. There must be excellent sound attenuation between the Community Room and the library. Two-dimensional art work will be displayed on the walls. Provide display lighting and an art- mounting system. Provide a recessed, electrically-operated 106-inch roll-down projection screen and a ceiling-mounted LED projector hard-wired with remote control, suitable for the room's size and dimensions. Room acoustics must be suitable for a wide range of

activities from speaking to musical performances. Provide a sound system with ceiling-mounted speakers designed for the space. There should be sufficient wireless coverage to service no less than 200 connections.

5.6.2.2 Kitchenette

There should be built in kitchenette in the Community Room. Provide a minimum of 20 LF of counter space with associated base and wall cabinets. Include lockable drawers and shelf units. Provide a countertop-mounted double-basin stainless steel kitchen sink with heavy-duty disposer and associated grease trap. Provide space, power and plumbing hookups for a full-sized, large-capacity residential-grade refrigerator/freezer. Provide power and space for a microwave. Flooring must be a durable, easily-maintained material such as sheet vinyl, VCT or similar.

5.6.2.3 Storage

The storage room accommodates chairs and tables on rolling carts. Create a room configuration capable of holding 100 chairs and 20 folding tables on carts, as well as a lectern, audio-visual cart and various other associated items. Pairs of doors, lockable and opening into the Community Room, are preferred for ease of use when moving carts. Flooring should be durable and easily maintained, such as VCT.

5.6.2.4 Community Patio

The major exterior space for the library is the Community Patio ("Patio"), a multi-use gathering place adjacent to the Community Room. It must be equipped with ample power at multiple locations, for musical events, small-scale theatrical performances and other activities where sound systems and theatrical lighting are used. In addition, provide electrical outlets around the Patio perimeter for patron use as well as sufficient outdoor wireless coverage within the designated patio area. All outdoor Access Points require weather proof j-box for telecommunications outlets. Note: All AP's require two telecommunications outlets. Provide service in lockable, weatherproof wall-mounted boxes. Provide a minimum 6-foot tall privacy fence; in accordance with the Department of the Interior's Standards for Historical Buildings. The Patio requires lockable/alarmed doors for night-time security. A separate lockable door or gate to pedestrian gathering areas is desirable. A durable, cleanable, exterior floor material is required, such as paver tile, brick or colored concrete. Provide building-mounted lighting for night-time use. Provide a shade structure covering a portion of the Patio area. This shade structure should not obscure the existing historic portion of the Library.

5.6.2.5 Public Restrooms

The restrooms are the main public toilet facilities for the entire building. They must be located inside the Community Room Lobby and easy to find. If possible, they should be visible from the Service Desk. They must be accessible during after-hours events when the library is not. Provide fixtures meeting code requirements for accommodating 100 occupants (the anticipated capacity of the Community Room). Flooring and walls or wainscoting must be of highly durable and easily-maintained materials, such as ceramic tile. Provide floor drains. Ceilings must be painted and textured GWB. Provide commercial-grade plumbing fixtures and fittings. Sinks must be counter-mounted. Counters must be granite or a solid-surface material. Toilet partitions and urinal screens must be solid phenolic, secured to walls, floors and ceilings (as required) with heavy-duty mounting hardware.

Provide the following wall- or partition-mounted commercial-grade toilet accessories: toilet paper dispensers, seat cover dispensers, grab bars (accessible stalls only), coat hooks (on stall doors), soap dispensers (one per sink), waste receptacles, automatic electrical hand dryers (one per two sinks) and mirrors (one per sink). Provide one fold-down diaper-changing station in each restroom.

5.6.3 Library Circulation Space

This space, with its assorted functions (detailed below), is the heart of the library. This area provides a clear sense of orientation to the other parts of the library. It is a casual, multi-functioning area immediately visible and accessible from the front AND rear entrance. It must feel open, inviting and comfortable and perhaps a bit dramatic. Circulation space should be generous. Flooring may be a mix of materials, with carpet or similar and a more durable material where circulation occurs. Furnishings and casework will be movable; a high degree of flexibility is required for power and data locations. Daylighting is highly desirable, although glare and solar hot spots must be avoided.

5.6.3.1 Browsing/ Popular Reading

One of the rooms is designated the Great Room. The primary activities in the Great Room will be browsing, of books, periodicals and other media. The Browsing/Popular reading area will contain comfortable upholstered seating and small tables. Flooring will be carpet.

5.6.3.2 Customer Service

The Customer Service area includes a built-in desk where library card registration, fine and fee collection, brochure display and other services occur. A minimum of 12 LF of seat-height desk space with

pass counter, knee space and drawers is required, as is a minimum of 12 LF of staff cabinet/counter space, suitable for accommodating at least two staff members at a time. Provide ample space for staff to circulate between counters and seated workers. Provide space for multiple book trucks (carts) may be parked here at one time. Ensure a clear line-of-sight to major library areas, particularly the main entrance and Children's Area. Design the desk so that cables and wiring are not visually prominent nor easily accessed by the public.

5.6.3.3 Public Workstations

Provide open floor area and power for twelve (24) Public Workstations, four of which must be ADA-compliant. In addition, provide space and power for two (2) self-checkout stations (1 self-checkout must be ADA compliant), which should be clearly visible from the Customer Service desk.

5.6.3.4 Photocopy Alcove

Near the Customer Service desk, but out of direct circulation pathways, provide space and power for a public photocopier. The photocopier is part of the project scope; additional information will be provided by the City. Data connection for printing and copying services should also be provided.

5.6.3.5 Audio/ Video

An Audio/ Video collection area is required for displaying and shelving lending items other than books, such as audio books and DVDs. As with other parts of the Great Room, it should be visible from the Customer Service desk. It should also be located near the Children's Area.

5.6.3.6 Audio Visual (A/V) Storage

A small, lockable storage room is required adjacent to the Community room.

5.6.4 Staff Areas

Staff areas are rooms used exclusively by library personnel.

5.6.4.1 Book Drop

A small lockable room is required in the Staff Workroom for the Book Drop. On the exterior, the Book Drop should be easily accessed from the rear public entry. Provide flooring to match the Workroom. Provide a Smart-Chute 300 book drop with data connection and ample power in the area.

5.6.4.2 Workroom

The major back-of-house room, and the hub of staff areas, is the Workroom. All other staff-only rooms should open into it. It should be near the Customer service desk, with clear visibility between the two. A minimum of three staff work stations must be

accommodated. Provide open floor space for book carts, especially near the Book Drop room. As the Workroom serves several functions (filing, copying, book mending, storage, etc.) open floor area is very useful. Provide a resilient flooring such as VCT or sheet vinyl. Daylighting is highly desirable. Provide ample power and data throughout the room, including at counter height and a wireless access point at the ceiling to ensure full coverage of the Workroom. Provide a 6-foot long bulletin board and a 6-foot long marker board. A copier is required.

5.6.4.3 Branch Manager's Office

The head librarian's office should be a lockable room opening into the Workroom with windows ideally situated toward the front entry. Provide carpet and a 6-foot long bulletin board. Additionally, there should be ample power and data on opposing walls to provide a flexible configuration of the manager's desk.

Recommend a minimum of 3 data outlets.

5.6.4.4 Staff Lounge

The Staff Lounge requires a minimum of 12 LF of base/wall cabinets with a counter-mounted, double-basin stainless steel kitchen sink. Provide counter space and power for a microwave and floor space for a full-sized residential-grade refrigerator. Provide 12 LF of bulletin board(s) and a 6-foot long marker board. Provide ample power outlets at both wall and counter heights. Daylighting is highly desired. The room will accommodate movable tables and chairs. Flooring should be resilient, VCT or similar.

5.6.4.5 Staff Restrooms

The restroom for staff use is to be single-occupant. Provide fixtures, materials, finishes and toilet accessories consistent with those provided in public restrooms, except that a diaper-changing station is not required. Provide floor drains. Staff Restrooms should be adjacent to the Staff Lounge and open into (or very near to) the Workroom.

5.6.4.6 Lockers

Provide six (6) full-height metal employee lockers and a separate hazardous material storage cabinet.

5.6.5 Children's Area

The Children's area is comprised of two main elements, the Children's Collection and the juvenile Collection. Together they comprise a substantial part of the entire building program. Traffic into and out of these areas is expected to be relatively heavy. For safety and security, this area needs to be kept separate from the Adults area (discussed later) and located near the Customer Service desk. Additionally, noise levels in this

part of the library will necessitate acoustical treatment for the benefit of patrons in other areas to reduce the overall sound transmission from this area. Provide carpet for all floors except in the Family Restroom. Provide power for a minimum of ten (10) computers and two (2) AWE early-literacy stations.

5.6.6 Children's Collection

This important library space should begin with an interesting entryway that clearly delineates the Collection. The entrance may be "themed" and should provide a visual contrast to other areas. Extensive use of color would be considered appropriate here and the space should provide opportunities for displaying children's art, murals and other visuals. Book shelving and display will be accommodated by low-height free-standing shelves (for ease of use by small patrons as well as enhanced supervision) and wall units. Provide seating areas for casual reading and space for small tables for group activities including crafts. Consider creative lighting applications and provide for display lighting on walls. Provide space, data and power for the Children's On-line Public Access Catalog (OPAC) just inside the entry to the Collection. Provide a distinctive, defined small-group program area within the Children's Collection with comfortable seating, the "Storytime Area", dedicated to story-telling and reading for small groups of children. This may become a highlight of the whole Collection and could serve as a focal point for it. Design teams are encouraged to consider built-in furniture, seating risers and theming for this area. Here, manipulatives for small children and child development/parenting materials for parents will be available. The Family Place must be visible from most, if not all, parts of the Children's Area.

5.6.7 Juvenile Collection

A section is required for older children who do not require parental assistance, the Juvenile Collection. It should be located near the OPAC (see Children's Collection, above). This Collection should feel spatially distinct from other parts of the Children's Area. The Homework Center must be adjacent, accessed from here.

5.6.8 Family Restroom

A unisex restroom for the exclusive use of children and parents accompanying them is required near the Children's Area. Its door should be visible from the Customer Service desk, although the restroom should not be particularly prominent within the Children's Area. Fixtures, toilet accessories and finishes should be consistent with the other restrooms in the library. A diaper-changing station is required.

5.6.9 Adult Area

The remaining part of the library is the Adult Area, containing the room for the Adult Collection. Public services and collections not specified elsewhere are contained here: fiction and non-fiction collections, world

languages, periodicals, reference and an On-line Public Access Catalog (OPAC). All parts of the Adult Area must be visible from the Customer Service desk. Most floor areas should be carpet.

5.6.9.1 Adult Collection

As noted above, there are several sections within the Adult Collection. The largest of these is the *Non-Fiction Collection.* This space contains substantial book stack area and also includes places for casual reading in lounge chairs and locations for table seating for study individually or in groups. Lighting, whether natural or artificial, must provide the proper ambience. Floor lamps may be appropriate at casual reading locations; shelves must receive adequate illumination from top to bottom. The next largest component of the Adult Collection, in terms of floor area, is the *Fiction Collection.* It should be close to the Customer Service desk and visible from the Lobby. Similar to the Non-Fiction Collection, it is comprised of book stacks and seating areas. Considerations regarding lighting are similar to those for Non-Fiction. The high-use elements of the collection, paperbacks and genre books, must be near the front. Large-print books need to be located in an easily accessible place.

World Languages is a separate collection in the Adult Area. It should be near the high-use sections of the Fiction Collection. It should be visible from the Customer Service desk. Provide space for book stacks and seating as in the Non-Fiction and Fiction Collections. The *Periodicals Collection* may be considered the library's "living room" in that it should be a relaxed environment with comfortable lounge seating. Current newspapers and magazines are available here. Shelving includes extensive display space. While it might be located in or adjacent to the Great Room, it should not be in a high-traffic, noisy area.

The *Reference Collection* includes materials related to Non-Fiction; there should be a clear distinction between the two areas. Book stacks and seating areas, consistent with the other Adult areas, are required. Reference must be close to the Customer Service desk, the Copy Alcove, the OPAC and the Tutoring Room.

The On-line Public Access Catalog (OPAC) is a grouping of individual computer stations located near the Non-Fiction and Reference Collections. It should be close to the Customer Service desk, with good visibility.

5.6.9.2 Study Rooms

Two enclosed, adjacent Study Rooms are required in the Adult Area. Each should be designed to comfortably accommodate 6 patrons at a table. The rooms must be acoustically isolated but visible from the Customer Service desk. Extensive use of glazing is encouraged. Provide a glazed, movable partition or sliding door between them. Provide a 6-foot long marker board in each. Study rooms shall be equipped with sufficient power for charging mobile devices as well as wireless access coverage.

5.6.9.3 Teen Space

An important part of the library program is the Teen Space. Teenagers are viewed as a critical and growing library user group. As some have observed, attracting teens to the library, at a point in life when many other distractions beckon, helps create patrons for life. Many contemporary libraries have developed creative, distinctive, non-traditional places for teens. One such example is the "Teen space" at the Los Angeles Main Library. This part of the library must not look like the Adults or Children's areas; it should be particularly colorful, active and unusual. Graphics, colors, finishes, lighting and furniture may differ from other areas. Flooring should be carpet. Four (4) computers with sufficient power and data shall be included in the Teen Space.

5.6.9.3.1 Teen Room

Here, teenagers will relax, socialize, play games, watch movies, use the Internet and do homework. Shelving will be provided for popular reading. Seating will be provided for various activities, from lounging to group study. Some successful teen rooms have utilized counters and café-style seating to evoke a coffee shop atmosphere desired by this age group. The Teen Room should connect to the Great Room. Its entrance must be visible from the Customer Service desk.

5.6.9.3.2 Teen Study Room

One enclosed Teen Study Room is required. They must be similar to those in the Adult Area (see 5.6.9 above) and contain the same attributes and features, although colors, finishes and furniture may differ so as to be consistent with the Teen Space.

5.6.9.4 Support Space

The following rooms are not necessarily related in programmatic terms. They are listed together as non-public building support requirements. Flooring may be sealed concrete, VCT, sheet vinyl or another, similar low-maintenance material. Other surfaces and finishes must be durable. Provide adequate ventilation compliant with code requirements.

5.6.9.4.1 Electrical

Provide an Electrical Room as required to accommodate electrical service to the library. Comply with requirements of the utility company providing service; it is expected that a location with direct exterior access is required. Provide double doors. Provide wall reinforcement and backing boards for panels.

5.6.9.4.2 Fire Riser

Provide a Fire Riser Room with direct exterior access, compliant with Fire Department requirements.

5.6.9.4.3 IT/Telecom

Provide a room for IT and Telecom. Provide wall reinforcement and backing boards for panels and all other accessories required to accommodate the equipment.

5.6.9.4.4 Custodian

Provide a custodian room with ready access to public parts of the building, but located such that it is not visually prominent. Provide a floor sink and waterproof splash walls. Provide clear wall space and backing for equipment racks and other wall-mounted elements. Provide a stainless steel, six-handle wall-mounted mop rack and a 3-foot long, full-height industrial-grade steel shelf unit at least 18" deep. Provide a 4-foot long, 24" deep work bench.

5.7 PROGRAM SPACE REPORT

	Sq. Ft.	Percent
INTERIOR SPACE		
Lobby	200	
Friends Bookstore	120	
Customer Service	200	
Rear Lobby	80	
Subtotal, Public Entrance	600	7%
COMMUNITY SPACE		
Community Room	1,100	
Storage	200	
Public Restrooms	500	
Subtotal, Community Space	1,800	20%
BROWSING		
Public Computers	350	
Photocopy Alcove	50	
Subtotal, Great Room	400	4%
STAFF AREAS		
Book Drop	50	
Workroom	300	
Branch Manager's Office	100	
Staff Office	75	
Staff Lounge	200	
Staff Restroom	60	
Subtotal, Staff Areas	785	9%
CHILDREN'S AREAS		
Children's Collection	1,200	
Study Area	90	
Family Restroom	100	

	Sq. Ft.	Percent
Subtotal, Children's Areas	1,390	15%
ADULTS AREAS		
Adult Collection	1,300	
Non-Fiction	500	
Fiction	350	
Periodicals	150	
Reference	150	
Teen Room	350	
Secure Storage	70	
Study Rooms	130	
Subtotal, Adults Areas	3,000	32%
SUPPORT SPACES		
Electrical	100	
Fire Riser	70	
IT/Telecom	100	
Custodian	60	
Subtotal, Support Areas	330	4%
TOTAL INTERIOR NET SQUARE FEET	8,305	
~10% Core Factor	995	
TOTAL GROSS SQUARE FEET	9,300	
PROGRAMMED EXTERIOR SPACE (minimums)		
Entry Plaza (incl. Book Drop)	250	
Trash Enclosure/Recycling Area	250	
Community Patio	650	
TOTAL PROGRAMMED EXTERIOR SF	1,150	

6.0 PERFORMANCE REQUIREMENTS

6.1 Introduction

A. The purpose of the Performance Requirements is to establish the minimum material, product, and system performance criteria required to be met in the construction work at the Ocean Beach Branch Library. The Performance Requirements describe the character, quality, or level of performance required for all improvements relative to renovation or new construction materials, assemblies, building systems and equipment. Designers are encouraged to utilize the Performance Requirements as minimum guidelines only; the document is intended to be flexible and to allow for the proposal of equal or superior alternatives.

1. All materials, products and systems, including those not specifically addressed in the Performance Requirements, and therefore not carrying a minimum requirement, are subject to review and approval by the City of San Diego via standard design development and construction submittal review processes.

2. This document is intended to be general and to be used in conjunction with specific project requirements or programs.

3. Copies of reference standards specified in the Program requirements shall be provided for the Owner's use.

B. Design-Builder Team may propose items not specifically designated herein. However, Design-Builder shall provide criteria consultant with sufficient information and data sheets to review prior to acceptance for use.

6.2 General Performance Requirements

6.2.1 The adequate performance of the completed improvements is of paramount importance. For the purposes of this project, the following are considered general minimum standards:

a. Basic, minimum code performance: this is the basis of minimum facility performance resultant from compliance with code and regulation-prescribed requirements. The completed project shall comply with, or exceed, all local, county, state and federal codes and regulations. The completed project shall meet minimum fundamental commissioning requirements.

b. Sustainability: all design, demolition and construction shall employ all practical and applicable green building strategies including, but not limited to:

i. Construction Activity Pollution Prevention
ii. Storm Water Design
iii. Water Efficient Landscaping and Water Use Reduction
iv. Optimize Energy Performance
v. Building and Materials Reuse
vi. Construction Waste Management
vii. Recycled Content, Regional and Rapidly Renewable Materials
viii. Indoor Air Quality and Low-Emitting Materials
ix. Thermal Comfort
x. Daylight & Views

c. Accessibility: the completed facilities shall comply with, or exceed, the requirements of the Americans with Disabilities Act and the State access requirements. The design shall provide universal accessibility with accessibility-related elements shall be fully integrated as basic design elements.

d. Fire and Life Safety: provide code approved fire and life safety systems for site and building including emergency vehicle circulation, on-site hydrants as required, and building access for fire apparatus and emergency response vehicles. Local Fire Marshall approval is required.

6.2.2 Ease of operation, maintenance and replacement of equipment is critical. For the purposes of this document, the following are considered general minimum maintenance standards:

a. Personnel with a reasonable level of training shall be able to easily operate, maintain and repair the facilities, equipment and systems. (For example, City maintenance staff must be familiar with mechanical equipment). Systems that have requirements for specially certified technicians shall be brought to the City's attention for prior approval.

b. The various systems and equipment shall be selected with as few variations as possible to standardize the products.

c. Provide contractor training of owner's personnel in the operation of specialized equipment and systems.

d. Minimize the amount of maintenance required.

e. Make provisions for replacement of elements, not required to have the expected service life span equal to that required for the Project as a whole, without undue disruption of building operation. Provide appropriate and safe accommodations for the access and maintenance of equipment.

f. Provide surplus stock for future replacement and/or repair on industry-standard materials such as finishes, hardware components, filters, lamps, etc. As a general rule, provide 5% surplus of items such as ceiling tiles, wall base, etc. or for one year of expected maintenance, whichever is greater.

6.2.3 Functional service life expectancy and durability of all work is vital. The following are considered general minimum durability standards:

a. Life expectancy: the structural and general life expectancy of all building components shall be 60 years, with the following exceptions: paved surfaces (25-year service life under normal usage), roof membranes (20-year service life, fully functional), doors, windows and skylights (20-year service life under normal usage), and HVAC (20-year service life).

b. Landscaping: the plants provided shall be able to withstand extremes of weather likely to occur in any 5 years without supplementary irrigation or seasonal protection other than mulch.

c. Roofs: all components of roofing (not just roof covering) shall be easily accessible by maintenance personnel on foot without the use of portable ladders. Rooftop fixtures shall be serviceable by simple replacement of parts, minimizing the time required on the roof. Surfaces need withstand maintenance foot traffic only.

d. Provide materials, systems and equipment warranties covering manufacturers' standard life expectancies, unless otherwise specified.

6.2.4 Library security is essential. The design and construction of the improvements shall conform to the ideals of Crime Prevention through Environmental Design (www.CPTED.net). The guidelines of CPTED should be utilized to ensure well planned, located and shaped buildings within the site that enhance supervision and emergency readiness. Design and construct all exterior and interior spaces to incorporate accepted principles of crime prevention using environmental and technological methods of providing surveillance and access control.

a. Roofs: provide permanent access and safety systems to all areas of roofs for maintenance of roofing and rooftop-mounted equipment. Access shall be controlled to prevent entry by unauthorized persons.

b. Entries: provide slip-resistant walking surfaces, including floors, ramps and stairs with a minimum static coefficient of friction of 0.80.

c. Restrooms: provide all elements, including fixtures, partitions, counters, mirrors, etc., that have a high safety rating.

d. Collections: provide open, observable, well-lighted spaces.

6.2.5 Acoustical: minimize noise intrusion from noise-source into occupied spaces, and on-site public, gathering environments. The required room noise criteria is 25 NC, select equipment and provide acoustic lining or silencers to ensure compliance with the specified room noise criteria. Improvements shall meet the following minimum acoustical requirements:

a. Structure-borne sound and vibration: prevent transmission of perceptible sound and vibration from equipment that rotates, vibrates, or generates sound by isolating such equipment from superstructure or by isolating equipment support foundations from building foundations.

b. Exterior walls and openings: consider building orientation and type of openings in regard to external noise sources.

c. Mechanical: maintain the sound transmission characteristics of assemblies through which systems pass.

i. All sounds of flushing and liquid running through pipes are prohibited outside of the rooms housing toilets and other fixtures, with the exception of when doors to those rooms are open.

ii. Equipment noises: noise level shall be below that which may be objectionable, based on occupancy of space.

iii. When systems are located within or pass through assemblies that perform sound isolation functions, consider the noise produced by the system itself as one of the external sound sources.

iv. Provide any necessary acoustical treatment to main supply and

return duct as required to maintain acceptable Noise Criterion levels. Sound mitigation components include sound attenuators, double wall lined ductwork, duct offsets, architectural soffits and/or insulation around ductwork (especially where main vertical supply and return ducts penetrate into acoustically sensitive area).

6.2.6 Thermal Comfort: indoor spaces shall maintain thermostat settings plus or minus 2 degrees and integrate controllability of systems within individual spaces.

6.2.7 Utilities: conceal all utilities and services underground.

a. Utility Sources and Outlets: connect utilities and services to and from:

i. Water source: Existing public utility (domestic and irrigation).

ii. Sewage Disposal: Connect building sewer to the existing public sewage system.

iii. Electrical power source: Existing public utility.

iv. Telephone source: Existing public utility

v. Network source; Existing public utility and private wireless

vi. Storm Water: Collect and discharge into public storm water system.

6.2.8 Lighting: provide clear ingress, on-site, and egress hierarchical illumination, such that a user may be able to intuitively find their way at night.

a. Outdoor Spaces and Landscaped Areas: feature element and pathway illumination.

b. Interior Spaces: maximize the effectiveness of day lighting; provide uniform distribution at desk height to allow unlimited furniture arrangement with variable lighting levels and special presentation lighting. Minimize glare.

6.3 Architectural Requirements

6.3.1 Concrete

a. Flatness Flatness/Deflection: Design of the projects' structural system, including flatness and deflection of slabs on grade and elevated floors shall limit deflection under design loads to 1 in 540.

b. Concrete retaining walls shall be waterproofed.

6.3.2 Masonry

a. All exposed Concrete Masonry Units (CMU) shall be integral color, not painted.

b. CMU retaining earth, such as raised planters, shall be waterproof.

6.3.3 Metals

a. Exposed exterior architectural metal, such as railings and handrails, shall be galvanized. Avoid new exterior metal applications that require painting. Where a painted finish is required, provide powder-coating.

6.3.4 Wood, Plastics and Composites

a. Cabinets: all cabinets, casework, counter tops, shelving and like items shall conform to Woodwork Institute of California (WIC) "Custom Grade", based on the WIC *Manual of Millwork* most recent edition. Fabricate, assemble, finish, and apply hardware, to maximum extent possible, before shipment to Project site.

i. Wood cabinets for transparent finish (if proposed for Library Public Areas): Run and match grain vertically for drawer front, doors, and fixed panels. Surfaces other than drawer bodies shall be compatible species to that for exposed surfaces, stained to match. Drawer sides and backs shall be solid-hardwood lumber, stained to match species indicated for exposed surfaces. Drawer bottoms to be hardwood plywood. Provide dust panels of 1/4-inch plywood or tempered hardboard above compartments and drawers, unless located directly under tops.

ii. Plastic-laminate Cabinets (Library): Exposed surfaces to be high-pressure decorative laminate; Horizontal General Purpose Standard grade for horizontal surfaces other than countertops, and Vertical General Purpose Standard grade for vertical surfaces and edges. Surfaces other than drawer bodies shall be high-pressure decorative laminate, Cabinet Liner Standard grade. Drawer sides and backs to be solid-hardwood lumber and drawer bottoms to be hardwood plywood. Provide dust panels of 1/4-inch plywood or tempered hardboard above compartments and drawers, unless located directly under tops.

iii. Plastic-laminate Countertops at non-wet and non- science areas only (Library): Post-formed countertops with high-pressure decorative laminate, Horizontal General Purpose Postformable grade. Edge treatment shall be 1 1/2" phenolic or wood bull-nose. Use particleboard made with exterior glue core material.

iv. Solid Surface Countertops only at wet areas (Library Public Areas). Granite, Silestone, or Corian.

v. Hardware: Heavy duty drawer guides and hinges only. Commercial-grade wire pulls.

6.3.5 Thermal and Moisture Protection

a. Moisture and Weather Resistance: Systems and materials shall prevent water penetration into the interior of buildings, including the interval cavities of exterior shell assemblies, under conditions of rain driven by up to 50 mph winds, and minimize deterioration due to precipitation, sunlight, ozone, normal temperature changes, salt air and atmospheric pollutants.

   i. Surfaces exposed to view: minimize deterioration adversely affecting aesthetic lifespan includes color fading, crazing and delaminating of applied coatings.

   ii. joint components and penetration seals shall be capable of expected thermal expansion and contraction; use overlapping joints that shed water wherever possible.

   iii. Freeze-thaw resistance: adequate for climate project.

   iv. Corrosion resistance: in locations exposed to the outdoor air or in potential contact with moisture inside shell assemblies, provide only corrosion-resistant metals.

   v. Exterior walls: complete air barrier system that allows moisture vapor transmission while preventing air infiltration.

   vi. Existing slabs: treat existing slabs to accommodate flooring manufacturer's requirements.

b. Roofing: the roofing shall be designed and constructed to provide complete protection of all the interior spaces of the building from wind, moisture and any other environmental conditions. It is the most critical part of the building envelope.

   i. All roofing shall be a minimum 4-ply built-up standard unless noted otherwise.

   ii. Achieve the standards outlined in the energy performance portion of the requirements.

   iii. Warranty period shall be at least 20 years - by the manufacturer.

   iv. Slopes: provide roofs and related water conductors that shed water at a rate equal to or greater than that achievable by 1/2-inch per foot slope.

   v. Ponding: provide roofing so that no ponding shall occur, even if the roofing material can withstand ponding.

c. Windows and other openings: Minimize rainwater penetration and protect adjacent interior spaces from damage from water under conditions of rain driven by 50 miles per hour wind.

   i. Water penetration: design and construct openings and components of openings to positively drain water to exterior of the building.

ii. Maximum water leakage: 0.01 oz/sf under most extreme conditions.

iii. Provide galvanized metal flashing, sealed with bituminous membrane, at all openings.

d. Doors: No penetration when tested a minimum static-air-pressure difference of 20 percent of positive wind-load design pressure, but not less than 6.24 lbs/sf.

e. The use of plywood siding (T-111) in an exterior application is prohibited.

6.3.6 Openings

a. Doors (General): doors in exterior wall and interior partitions shall function so that the enclosing element (exterior wall or interior partition) performs per code.

i. Hardware: building hardware and related accessories required to provide a fully operational facility. Include training of the Owner's personnel on the proper operation of installed hardware.

ii. Electronically controlled or other powered doors shall be capable of release by a manual-locking device located at a height on the door easily operable by staff.

iii. Keys and Cylinders: Provide Schlage or equal with standard keying criteria.

iv. Out-swinging doors with locks shall have hinges with non-removable pins.

v. Fire and Panic Exit Devices: provide Von Duprin UL Listed and labeled for fire protection or approved equal.

vi. Disabled Access: Electro-hydraulic or electromechanical, power-assist openers and closers where required.

vii. Operability under wind load is required.

b. Hollow Metal Doors and Frames: equal to:

i. Steel Door Institute standards for commercial applications.

ii. Fire doors and frames, stairwell doors and frames: State Fire Marshall standards, UL listed and labeled.

iii. Interior Doors: Steel Door Institute standards for commercial applications.

iv. ADA Title III- Public Accommodation.

v. Factory prime painted

vi. Factory-prepare and reinforce for hardware

vii. Frames: welded Corner type.

viii. J 6-gauge minimum

c. Wood Doors and Hollow Metal Frames: equal to:

i. Wood-veneered, flush wood doors: comply with WIC "Custom Grade" for all interior doors. Particleboard core for non-fire rated doors is acceptable.

ii. Fire-rated wood doors: California State Fire Marshal, J2-7-43, UL listed and labeled. Mineral core.

iii. Transparent finish doors: WIC "Premium Grade".

iv. Opaque finish doors: shop prime faces and edges of doors, including cutouts, with one coat of wood primer.

v. Metal frames: same as hollow metal requirements above, except corners may be mechanically mitered.

d. Glazed Entrances and Storefronts: equal to:

i. Extruded aluminum, factory engineered, fabricated, and finished, fixed framing supporting glazing and doors; complete with glazing, glazing seals, doors, flashing, and anchors.

ii. Framing members: tubular, with internal drainage gutters and weeps at exterior openings.

iii. Glazing method: glazing caps with gaskets; allow for re- glazing individual panes from exterior without disturbing adjacent panes.

iv. Aluminum walls and storefronts, subject to human impact: insulating glass units fabricated from laminated glass, or insulating glass units fabricated from fully tempered monolithic glass units.

v. Aluminum walls and storefronts, not subject to human impact: insulating glass units fabricated annealed float glass.

vi. Anodized, Class I finish or powder-coated factory finish, "Kynar" or equal.

vii. Provide automatic motion sensor or push button control at main entry.

e. Windows (General): Windows in exterior walls and fixed glazing in interior partitions shall function so that the enclosing element (exterior wall or interior partition) performs per code.

i. Aluminum, anodized factory finish or powder-coated factory finish, "Kynar" or equal.

ii. Glass not subject to human impact: annealed float glass.

iii. Glass subject to human impact: laminated glass, consisting of two layers of glass with clear plastic interlayer.

iv. Exterior doors and sidelights: tempered glass.

v. Fire-rated doors and sidelights: wire glass.

vi. Replacement exterior windows to be double-glazed horizontal slider units (where operable) with tinted glazing (per orientation) and coordinated with Historic guidelines.

f. Skylights (General): Skylights (or solar lighting tubes only where skylights are not feasible) to be dimmable and with vandal-resistant installation at roof.

6.3.7 Finishes

a. Floors: finish as appropriate to use, function, durability, and aesthetic of each particular space. Provide finishes with inherent slip resistance under wet conditions. At building entries, provide means for reducing or minimizing moisture and debris on shoe soles, such as an integrated walk-off mat; minimum 4'x6'.

i. Wet areas: two-part epoxy coating, slip resistant. In existing spaces where new work is intended to match existing conditions, provide material and installation consistent with that already in place.

ii. Carpet: C&A commercial grade (only) sheet carpet intended for use in commercial and public spaces, with construction, fire ratings, static control and appearance appropriate for this use. Warranted for 5 years after the date of completion.

iii. Resilient flooring: commercial grade resilient flooring intended for use in commercial and public spaces, with construction, fire ratings, static control and appearance appropriate for this use. Sheet goods or VCT acceptable.

iv. Wall base: commercial grade rubber wall base; 4", .080" gage, straight without cove, matte.

v. Walk-off Mats: install built-in walk-off mats at all exterior doors in new carpeted rooms and spaces. Material and color to complement carpet.

b. Partitions/Walls: provide physical separation between spaces, constructed to achieve fire rating required by code, appropriate security between adjacent spaces, and visual, acoustic, and atmospheric isolation as necessary to maintain desirable conditions appropriate to the intended use in each space. Construct partitions with exposed surfaces textured and finished appropriate to spaces served.

i. Approved Materials: cast-in-place concrete, concrete masonry unit, gypsum plaster on metal lath over metal framing and furring, gypsum board on metal framing.

ii. Glazed Wall Tile Finishes (Wet Areas): moisture absorption 3.0 to 7.0 percent. Matte or Bright glaze, colors to be selected from manufacturers standard range. Matching bull-nose, cover, base, and counter trim shapes to match field. Epoxy grout at restrooms.

iii. Vinyl Wall Covering: mildew-resistant products with colors, textures, and patterns selected from manufacturer's full range.

iv. Heavy Duty, Polyolefin Synthetic Textile Wall Covering: mildew-resistant wall coverings with color, texture, and patterns selected from manufacturer's full range.

v. Exterior Finishes, such as plaster and stone veneer, to be durable and to match existing exterior finishes where applicable. Coordinate with Historic guidelines.

vi. Painted surfaces:

1. Concrete Masonry: semi-gloss 3-coat Enamel Finish of one coat high performance latex block filler, one coat latex enamel under-coat, and one coat semi-gloss interior enamel.

2. Gypsum Wallboard: eggshell 3-coat Acrylic Enamel Finish of one coat latex interior primer and two coats low luster or eggshell latex interior enamel at general use areas, such as offices. Semi-gloss 3-coat Acrylic Enamel Finish of one coat latex interior primer and two coats semi-gloss latex interior enamel at wet areas, such as restroom and kitchens, and high-traffic areas, such as corridors.

3. Painted Woodwork: semi-gloss 3-coat Acrylic Enamel Finish of one coat latex interior wood primer and two coats semi-gloss latex interior enamel.

4. Ferrous Metal: semi-gloss 3-coat Enamel Finish of one coat rust-inhibitive epoxy metal primer, one coat interior enamel under-coat, and one coat semi-gloss interior enamel.

5. Zinc-Coated Metal: semi-gloss 3-coat Enamel Finish of one coat galvanized metal primer, one coat interior enamel under-coat, and one coat semi-gloss interior enamel.

6. Stained Woodwork: semi-gloss 4-coat Waterborne Varnish Finish of paste wood filler, plus one coat waterborne interior wood stain, one coat clear sanding sealer, and two coats polyurethane semi-gloss or satin varnish.

7. Prep: Prepare surfaces according to manufacturer's recommendations for specific applications.

c. Ceilings: provide physical separation between spaces and structure, constructed to achieve fire ratings required by code, visual, acoustic, and atmospheric isolation as necessary to maintain desirable conditions appropriate to the intended use in each space. Construct ceilings with exposed surfaces textured and finished appropriate to space served.

i. Approved Materials: gypsum board on metal framing, acoustical tile on gypsum board on metal framing, suspended acoustical panels, and perforated acoustical metal decking.

ii. Painted Surfaces: same as required for partitions/walls, see b (above).

iii. Acoustical Tile: Armstrong or equal painted mineral fiber, selected from manufacturer's full range. Minimum 5/8" thickness, J.05 lb/sf density, 0.7 light reflectance, and 0.55 Noise Reduction Coefficient (NRC).

iv. Suspended Acoustical Panels: commercial grade ceiling tile with painted mineral fiber. Minimum 5/8" thickness, 1.0 lb/sf density, 0.7 light reflectance, and 0.55 Noise Reduction Coefficient (NRC). Suspension system: exposed, painted galvanized steel, selected from manufacturer's full range.

6.3.8 Specialties

a. General: provide specialty items and related materials as required for each function and space.

b. Visual Display Boards: standard products for marking with dry-erase markers, projection finish and erasure with full- width chalk tray. 4' high by 8' long unless noted otherwise.

c. Tack Boards: standard polyolefin tack-board fabric over wood fiberboard. 4' by 8' standard size, unless noted otherwise

d. Identification Devices:

i. Panel signs: Frameless, raised tactile and Braille plastic panel signs meeting ADA requirements.

ii. Door Signs: space or room names and numbers, mounted on wall adjacent to door.

iii. Toilet room signs: International graphic symbols for accessibility and gender.

iv. Directional signs: Space name, numbers and directional arrows.

v. Stack signs: Provide end of range signage constructed of acrylic or similar material that allows for library staff to insert 8 1/2 X 11 card stock for easy updating.

e. Toilet Accessories: complete complement of equipment typical to facilities of this type.

i. Cabinet Type Accessories: stainless steel with satin finish, formed sheet metal construction, with seamed edges and continuous hinged doors.

ii. Dispensers: pin-or tumbler cam locks keyed to building locking system or access concealed under counter.

iii. Mirrors: fully tempered float glass, silvered with protective back coating, with satin finished L-shaped frame.

iv. Grab Bars: 1-1/4 inch diameter formed stainless steel tube or pipe, with plain surface, satin finish; mounting flanges welded to tube with fasteners concealed by escutcheons. Design, anchorage, and support as required to withstand 250 pounds of force applied at any support; supports of sufficient rigidity to prevent rotation of bars under load.

v. Paper Towel Dispensers: staff restrooms.

vi. Non-heated Electric Hand Dryers: at public restrooms.

vii. Toilet Paper, Soap and Seat Cover Dispensers: NIC. Per product suppliers.

viii. Phenolic solid toilet and urinal partitions.

6.3.9 Equipment

a. Front Projection Screen: matte white, tab-tension, flame-retardant and milder-resistant, powered roll-up with three-position control switches located at front of room and near entrance door; ceiling-mounted with concealed case

b. LED Projector: commercial grade 2500 lumen minimum, rated for specific installation, remotely operated.

c. Sun Control exterior fixed sun control systems as required for comfort of the inhabitants. Fabricate for permanent installation and minimum maintenance.

6.3.10 Furnishings

a. Window Covering: Interior blinds or shades shall be motorized or operable from floor.

i. 2" Horizontal blinds, commercial-grade, manual operation except for motorized at clerestories and other locations above 8'-0" A.F.F.

ii. Roller window shades, Levolor Contract or equal commercial-grade, manual operation except for motorized at clerestories and other locations above 8'- 0" A.F.F.

6.4 Structural

6.4.1 Applicable Codes

The structural design and specifications will be based upon the latest versions of the applicable buildings codes including but not limited to:

a. 2022 California Building Code, Title 24

b. ASCE 7-10 Minimum Design Loads for Buildings and Other Structures

c. ACI 530-11/ASCE5-11/TMS 402-11-Building Code Requirements for Masonry Structures

d. ACI 318-11 Building Code Requirements for Structural Concrete

e. 2012 Nation Design Specification for Wood Construction

f. AISC Manual of Steel Construction, 14th Edition

6.4.2 Shade Structures

Shade structures to be wood composite material. Shade structures to be designed for all applicable code forces, including wind uplift and cable tensioning as required.

6.4.3 Retaining Walls

Typical retaining wall structures are constructed out of a reinforced concrete or concrete masonry unit wall element supported at the base with a continuous concrete wall footing. Soil design parameters and properties are to be determined by the Geotechnical Engineer.

6.4.4 Trash Enclosures

The trash enclosure is shown in the site plan. Trash enclosure to be as site plan. Minimum 6-inch curb to prevent spillage. Provide trash enclosure at location shown in the building plans.

6.5 Plumbing

Plumbing general: Design, engineer and install, test, start-up and balance a complete plumbing system for the entire building(s). The design shall allow for future expansion of systems and create flexible piping services that shall be easily adapted to changing City of San Diego requirements. These requirements apply to all spaces.

6.5.1 Plumbing Systems The following plumbing systems shall be provided: domestic cold water, domestic hot and hot water return, sanitary waste and vent, areas subject to rainwater shall be provided with primary and secondary drainage systems, domestic hot water generators and pumps, natural gas system, and plumbing fixtures.

6.5.2 Domestic Water Systems: Domestic water service shall be brought to the building from the nearest point of connection to the public utility. The

domestic water service shall be separate from the fire water service to the building. Meters, vaults and service size and location shall be as directed by the utility company.

a. The Domestic water service shall be provided with a pressure reducing valve (PRV) assembly, and reduced pressure backflow prevention device assembly. The backflow assemblies shall be provided with protective cages.

b. PRV shall limit water pressure inside the building to 70psi. 35psi shall be maintained at the furthest water closet. The residual pressure to sinks and lavatories shall be minimum 20 psi.

c. A potable water system for domestic cold water (CW) and domestic hot water (HW) shall be looped through the building. All above ground domestic water piping shall be Type "L" copper and underground domestic water piping shall be annealed Type "K" copper with no joints. Potable water shall be supplied at plumbing fixtures. All hot water and hot water return pipes shall be insulated.

d. Make-up water connection to mechanical equipment shall be through a reduced pressure backflow preventer.

e. A system of gas-fired instantaneous water heaters shall produce the domestic hot water supply. A distribution piping system shall be provided, designed to insure hot water at point of use within maximum eight seconds, at full flow. Water velocity in domestic hot water piping shall not exceed 5 ft/sec.

f. A minimum pipe size for public lavatories shall be 1/2 inch with a maximum flow of 0.5-gpm and 3/4 inch for sinks and showers, with a maximum flow of 2.0-gpm.

g. As a minimum a Reduced Pressure Backflow Preventer shall be provided for:

   i. Domestic water service to the building (with protective cages)

   ii. Irrigation systems (with protective cages)

   iii. Water softening

   iv. HVAC make-up water

6.5.3 Piping Design for back-to-back toilets shall require additional piping to provide separate isolation valves for each toilet room. Maintenance work in one toilet shall not require the other toilet to be unusable.

6.5.4 Fixtures shall be provided with chromium-plated brass trim and individual Key angle stop valves. For deck-mounted lavatories, provide quarter-turn stop valves.

i. Water closets shall be vitreous china siphon jet wall hung or floor mounted water conserving 1.0 gallon per flush with automatic infra-red type flushometer valves.

ii. Urinals shall be vitreous china siphon jet water conserving with 0.125 gallon per flush with automatic infra-red type flushometer valves.

iii. Public lavatories shaft be provided with 0.5 gpm flow restrictors using self powered automatic faucets.

iv. Drinking fountains shall have integral or remote chiller units.

v. Floor drains shaft be provided where required by code, or needed for proper cleaning.

vi. Service sinks and kitchen sinks as required.

vii. Hose bibs under lavatories, exterior, roof and within 20 feet of mechanical equipment

6.5.4.1 Natural gas: Based on the building demand the natural gas service and meter shall be sized and located per the utility company. A pressure regulator shall reduce gas pressure to 8 inches water column. An approved earthquake shut-off valve shall be provided in the incoming line.

i. The natural gas piping system shall be sized in accordance with the California Plumbing Code, with a maximum pressure drop in the system of 0.5 inches water column, no diversity allowed. Underground pipes shall be "PE"-type, above ground shall be black steel.

6.5.4.2 Sanitary Waste and Vent: Shall be designed to provide connection to each plumbing fixture and future improvements. The sanitary drainpipe shall terminate with connection to the public sewer system. All underground pipes shall be ABS and all above ground pipes shall be "no-hub" cast iron.

i. Provide floor drains in each public toilet room.

ii. Provide one floor sink for each piece of mechanical equipment requiring drains.

iii. Provide indirect waste where required for equipment.

6.5.4.3 Storm Drainage System:

The Design-Builder shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control and the Municipal Storm Water Permit (MS4) Permit, California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official. Design-Builder warrants and certifies that any and all plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal Code and Storm Water Standards Manual. Design-Builder understands that while the City will be reviewing Design-

Builder's designs for storm water permit compliance prior to acceptance of Design-Builder's designs, Design-Builder understands and agrees that the City's Storm Water review process and its acceptance of Design-Builder's designs in no way limits the Design-Builder's obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.

The Design-Builder shall review the completed Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate storm water requirements. For all applicable projects, and to the maximum extent practicable, the Design-Builder shall incorporate and include Source Control and Low Impact Development (LID) design features or Site Design BMPs on the construction plans. In addition, for Priority Development projects, the Design-Builder shall prepare a Storm Water Quality Management Plan in accordance with the requirements of the Storm Water Standards Manual and prepare a BMP plan showing all permanent BMPs, LID designs, hydromodification management plan facilities, and include sufficient details and cross sections for construction.

6.6 Heating, Ventilating & Air Conditioning

Heating, Ventilating and Air Conditioning (General) The outside design conditions shall be based on the Title 24 values for San Diego.

Basic Requirements: The Design-Build Team shall provide detailed calculations for all systems prior to construction to confirm final sizes and equipment and system efficiencies and submit for approval by the City.

6.6.1 Quality: The system designs must be based on an overall level of quality and maintainability commensurate with the City's requirements. The designs shall incorporate proven technology and equipment.

6.6.2 HVAC Systems: The HVAC system for this building shall be one of the following:

a. Variable refrigerant flow system.

b. Variable air volume packaged air handling units.

c. Variable air volume air handling units with air-cooled shifters and natural gas-fired boilers

d. Water-cooled package variable air volume units with hot water reheat utilizing gas-fired boilers

e. Ultra-high efficiency (17 SEER or higher) constant volume packaged rooftop units (acceptable in auditorium or stage areas).

6.6.3 Stipulate system type and provide anticipated operating costs. It should be noted that HVAC zoning and thermostat location shall reviewed and approved by the owner's representative.

6.6.4 Reliability/ Redundancy: Designs are to utilize systems and products that are straightforward and can be manually "hand" operated, off the shelf readily available products, maintainable, and readily available spare parts and materials.

6.6.5 Incorporate multiple equipment elements in key systems to provide reduced capacity operation when portions are down for maintenance or failure.

6.6.6 The system design shall provide flexibility in terms of operation and renovation. Ensure that all components and equipment are easily accessible for maintenance and replacement.

6.6.7 All refrigerants shall be non-CFC type such as R-410A

6.6.8 HVAC systems shall be designed to accommodate addition of future units.

1. Thermostat Control: provide separate thermostat control for each space. A maximum of three offices (with two outside walls) shall be provided with a unit and a thermostat. The maximum interior area served by one variable air volume terminal unit or packaged unit and thermostat shall be 1,200 sf.

2. Temperature Control: The following temperatures shall be maintained during occupied periods:

   a. Occupied rooms such as assembly areas, offices, Study rooms, work rooms, shall be 75 degrees F for summer and 68 degrees F winter with no humidity control.

   b. Other areas (toilets, corridors, enclosed stairwells, etc.) indoor design temperatures shall be 75 degrees F for summer and 68 degrees F for winter with no humidity control.

   c. Mechanical rooms shall be designed to maintain a maximum temperature of 90 degrees F.

   d. Electrical rooms shall be provided with exhaust fans that shall be enabled as required to maintain space temperature of 80 degrees F or below.

   e. Telecommunication spaces shall be maintained below a maximum temperature of 70 degrees F, or the manufacture's requirements, whichever is lower

   f. UPS battery rooms or similar spaces shall be maintained below a maximum temperature of 75 degrees F or the manufacturer's requirements, whichever is lower.

3. Occupancy Loads:

   a. Reading rooms: 50 sf/person 250 btuh sensible per occupant, 200 btuh latent per occupant

   b. Study Rooms: 20 sf/person 250 btuh sensible per occupant, 200 btuh latent per occupant

   c. Offices: 100 sf/person 250 btuh sensible per occupant, 200 btuh latent per occupant

   d. Assembly: 7 sf/person 200 btuh sensible per occupant, 50 btuh minimum latent per occupant

4. Lighting Loads: Refer to California Title 24 2013 Standards.

    a. Reading rooms: 1.5 watts/sf

    b. Offices: 1.3 watts/sf

    c. Classrooms: 1.6watts/sf

5. General: These are minimum lighting budget numbers only. Actual heat gain from lighting shall be determined by the Design-Builder Electrical Engineer. The figures described in the table above shall be used in determining the schematic cooling loads and cooling capacity required for the facilities.

6. Miscellaneous Heat Gains: The equipment heat gain listed in the project program shall be the basis of design. Calculations shall include air handling unit's fan motor heat. At a minimum, an equipment load of 2.0 watts/sf shall be utilized.

7. Ventilation Requirements:

    a. Reading rooms, assemblies, offices, storage rooms, etc. shall be provided with 15 cfm/person outdoor ventilation air or 0.5 cfm/sf, whichever is greater.

    b. High occupancy areas such as lobbies and assembly areas shall incorporate a demand control ventilation (DCV) system to reduce the amount of outside air under low-occupancy situations, while still providing adequate ventilation at times of high occupancy.

    c. Storage rooms: three air changes exhaust per hour minimum.

    d. Telephone equipment rooms: three air changes exhaust per hour minimum unless room has electronic equipment.

    e. Restrooms, janitor rooms, copy machine rooms, etc. shall be provided exhaust systems capable of providing a minimum of ten (10) air changes per hour controlled from central EMS. Exhaust fans shall not be operated in conjunction with lighting controls. Provide conditioned air as required such that these rooms are maintained 10% negative to adjacent spaces.

8. Ducting Design Criteria: All ductwork shall be designed in accordance with SMACNA Design Manuals and ASHRAE Handbook fundamentals, Duct Design Chapter. The selection of the duct sizes should ensure that the duct pressure is minimized, in addition to selecting ducting at air velocities that do not generate noise (breakout or airside). The following shall be adhered to when designing the ducting systems:

    a. Duct systems shall be designed to obtain the lowest cost-beneficial pressure loss.

b. Distribution system pressure losses shall be determined by total pressure.

c. Horizontal duct distribution shall be routed to avoid or minimize architecturally and/or structurally induced dynamic losses.

d. Sheet metal gauges shall be minimum 22 gauge and in accordance with CMC, not SMACNA. Construction of ductwork, except for gauge thickness, shall be in accordance with SMACNA 1995 Second Edition for the appropriate duct pressure classification.

e. Provide drive slip or equivalent flat seams for ducts exposed in the conditioned space. Longitudinal seams shall use Pittsburgh lock. On ducts over 48-inch wide, provide standard reinforcing on inside of duct. Flexible duct runs shall be limited to a maximum length of 6 feet, and shall be a minimum of 4 inches larger than the flange connection to the grille, register or diffuser.

f. Supply and return air ducts shall be sized for friction losses between 0.08 to 0.15 inches WG/100 feet but not exceeding a velocity of 1,250 fpm, with runs over 75 feet in length selected for 1,000 FPM maximum. Note: Constant volume systems shall be designed for the low end of the friction range and variable volume systems to the high end of the range for the full cfm without diversity.

9. Piping Design Criteria: the layout and design of the heating hot water, chilled/condenser (if applicable) water systems shall follow principles outlined in the latest edition of the ASHRAE Systems and Equipment Handbook. Heating, hot water, chilled water and condenser water piping shall be sized based on the following:

a. Total distribution system friction loss of 1.0 to 1.5 feet of water per 100 feet of installed piping at peak system flow rates.

b. Minimum pipe size of 3/4 inch, except for gauge control piping.

c. Maximum velocity of 8 fps for 2-1/2 inch pipe size and larger.

d. Maximum velocity of 6 fps for 2-inch pipe size and smaller.

e. Maximum pressure drop of 1.5 ft/ 100 ft for any pipe size, and minimum velocity of 2 fps.

f. Utilize variable primary pumping circuits wherever they prove to be cost effective.

g. Valves shall be provided for isolation of major areas, at inlet and outlet of each piece of equipment, on all branches serving more than one piece of equipment, for shutoff of mains on

equipment drains and on each strainer. Drains shall be extended to an indirect waste receptor unless otherwise directed. Valves for drains and vents shall be ball-type.

10. HVAC System Design Criteria

    a. Dedicated cooling only systems, not served from a central plant shall be provided for electrical and data rooms as required to maintain the design conditions.

    b. The building shall incorporate all specialized exhaust ventilation systems for mechanical and electrical rooms.

11. Air Handling Unit Design (Central Plant) Option: The HVAC system selection shall be based on the best value. If the Design-Builder Engineer, in conjunction with the City, ultimately opts for a chilled water/heating hot water central plant system, the following criteria shall be followed for the air handling unit selection.

    a. Exterior Air handling units shall be double wall insulated. The cooling coil casings shall be stainless:

    b. Condensate drain pans shall be stainless steel and sloped towards the drain to discourage moisture accumulation.

    c. The air-handling units shall supply air in a draw through or blow-through arrangement. System shall provide the following minimum components; directly driven BIAF plenum or centrifugal supply air fan, directly driven BIAF plenum or centrifugal return fan, outside air economizer section (as required by code), chilled water cooling coil, hot water heating coil, pre- filter and after filter section, sound attenuators and vibration isolators. Each fan section shall be fully lit, using marine quality lighting systems. Each AHU shall have the capability for full airside economizer operation, using the return fans as exhaust fans in this application, through the articulation of the damper systems.

    d. The maximum face velocity over the cooling coils and filters shall be 500 fpm. The minimum coil depth shall be 8-rows, the design fins per inch shall be 12 FPI, no higher, no lower.

    e. The heating and cooling coils shall be constructed with individually replaceable return bends, a minimum 0.005 inches thicker than the tubing they are attached to.

    f. Heating coils shall be minimum 2 rows deep, a minimum 8 FPI and a maximum 10 FPI with 500 fpm maximum face velocity.

12. Package Rooftop Unit Design Option: Condenser fins shall be either copper or aluminum with a manufacturer's 10-year warranty on condenser coil, evaporator coil and fin replacement.

13. Air Filtration: Provide the following:

    a. Filtration to comply with LEED requirements

    b. Provide filters per ASHRAE guidelines.

    c. Filters shall be rated per ASHRAE 52-76 Standard Test Method.

    d. The filter housing and all-air handling components downstream shall not be internally lined with fibrous insulation.

    e. The filter media shall be fabricated so that fibrous shedding does not exceed the levels prescribed by ASHRAE 52.

14. Energy Management: Automatic temperature control system shaft shall be direct digital control (DDC) type in accordance with the City's requirements with hardware, software and all appurtenances per approved manufacturer/platform.

15. Sequences for ventilation control shall incorporate demand control ventilation in high-occupancy areas. Carbon dioxide sensors in the space shall be used to control the ventilation rate to maintain acceptable carbon dioxide-levels.

16. Where economizers are required per code, HVAC systems incorporate integrated differential enthalpy based economizer systems.

    a. System Start Up, testing, Balancing and Adjusting: The work includes system start-up, test, adjust and balance (TAB) of HVAC air and water distribution systems including equipment, ducts and piping. Include sound testing and vibration recordings for HVAC equipment. The work shall be performed by and independent qualified agency accredited by American Air Balance Council (AABC).

    b. Space Pressurization: No space shall be over pressurized to the point of affecting the operation of doors as required by the guidelines of the California Building Code (CBC) and American with Disabilities Act (ADA).

6.7 Electrical Requirements

6.7.1 Description of Work

1. The scope of work shall generally include all power, branch circuits, lighting, lighting controls, solar photovoltaic, fire alarm, voice/data, security and audio visual associated with the new Library facility

2. Preparation of electrical design concepts to support LEED Silver Certification.

3. Project shall achieve 'Net Zero' energy savings.

6.7.2 Electrical Design Standards

1. Electronic Industries Association (EIA) Standard 569

2. Illumination Engineering Society of North America (IES) Lighting Standards Institute of Electrical and Electronics Engineers (IEEE) Standards
3. National Electrical Manufacturers Association (NEMA)
4. Insulated Power Cable Engineers Association (IPCEA)
5. Underwriters Laboratories, Inc. (UL)
6. National Fire Protection Association (NFPA)
7. California Electrical Code (CEC)
8. California Energy Code Title 24 Energy Standards
9. California Green Building Standards
11. American National Standards Institute (ANSI)
12. All other Authorities Having jurisdiction

6.7.3 Electric Service

1. Electrical service shall be provided by an SDG&E transformer located on the project site.
2. One (1) 5" conduit shall be provided from the SDG&E transformers primary section to the point of connection determined by SDG&E for the high voltage service to the transformer.
3. Three (3) 5" conduits shall be provided from the pad mounted transformers secondary section into the main electrical room.
4. An SDG&E approved transformer pad shall be provided on the site with 8' of clearance in front.
5. Access to the main electrical room must be through a door on the building exterior opening directly into the electric meter room to provide immediate 24 hour a day access. Refer to SDGE guidelines.
6. Service shall comply with all SDG&E standards and requirements. Contractor shall be responsible for coordinating service with SDG&E.

6.7.4 Power Distribution

1. New main switchboard rated a minimum of 1600A 208Y/120V 3PH 4W (NEMA 1) located in the main electrical room. Switchboard shall be provided with an underground pull section, main/meter section and distribution section. The main circuit breaker shall be electronic trip type and shall be provided with LSIG functions. The main circuit breaker shall be de-rated per NEC section 705.12(A) for the connection of a net zero PV system.
2. Loads shall be disaggregated on to separate panelboards to isolate the following loads per California Energy Code requirements:
   a. Plug Loads

b. Interior lighting

c. Exterior lighting

d. Mechanical loads

e. Plumbing loads

f. Car chargers

g. Solar voltaic systems

3. A multi-channel digital meter shall be provided to meter the main circuit breaker and distribution circuit breakers above with CT's around each circuit breaker.

4. A remote mounted transient voltage surge suppressor shall be provided at the main switchboard.

5. Plug loads shall be served from the plug load panelboard with operating voltage at 120V.

6. Interior and exterior lighting shall be served from lighting panelboards with operating voltage at 120V.

7. HVAC VRF condensing units shall be served from the HVAC panelboards with operating voltage at 208V 3PH.

8. HVAC fan coils shall be served from HVAC panelboards with operating voltage at 208V 3PH.

9. Small plumbing equipment including water heaters and water coolers shall be served from the plumbing panelboard with operating voltage at 120V.

10. Two vehicle car charging stations shall be served from the car charging panelboard with operating voltage at 208V 1PH.

11. A solar photovoltaic system shall be provided and shall be served from the solar photovoltaic distribution circuit breaker with operating voltage at 208V 3PH.

12. The entire electrical distribution system shall be sized for 25% spare capacity and space including the main switchboard, panelboards and feeders.

13. Panelboards shall be provided with door in door trim.

14. Feeders shall be sized for a maximum of 2% voltage drop.

15. All electrical distribution equipment shall have copper bus.

16. All power wiring shall be stranded copper, with type THHN insulation; 600V rated and shall be installed in EMT conduit overhead and Schedule 40 PVC conduit below slab or underground on site, PVC shall never be installed in a concrete slab or floor.

17. Type AC, BX or MC cable shall not be permissible.

18. EMT conduit installed in exposed areas shall be installed parallel to the structure in a neat and workman like manner.

19. All conduits where exposed below 8' shall be rigid conduit.

20. All raceways shall be minimally sized as 1" conduit.

6.7.5 Branch Circuits and Outlets

1. Convenience outlets shall be provided for standard electrical utilization equipment including but not limited to floor vacuums, scrubbers, polishers, clocks and computer terminals.

2. Every seat and workstation in the library shall have access to a duplex receptacle for power.

3. Floor outlets shall be provided where needed for the program requirements to service furniture or other systems not located against walls and shall be provided in flush floor boxes with scrub water resistant brass covers. Floor monuments shall not be acceptable. Trim plates of flush floor outlets shall be coordinated with floor finishes to avoid tripping hazards.

4. Dedicated outlets shall be provided where required per the project program and/or equipment requirements.

5. All receptacle devices in public areas shall be tamper-proof type.

6. All outlets within 6' of a sink shall be GFCI protected.

7. All exposed boxes shall be cast iron type, cast aluminum shall not be allowed.

8. All indoor boxes shall be at least 4" square by 1-1 /8" deep.

9. All outdoor outlets shall be installed in a recessed stainless steel box with a flush, lockable cover with a 20 amp GFCI receptacle and shall be wired on a separate circuit.

10. Branch circuits shall be a minimum #12.

11. Dedicated neutrals shall be provided for all circuits, sharing neutrals is prohibited.

12. Branch circuits shall be provided for all systems including but not limited to Voice/Data, Security, Intrusion, CCTV, Access Control and Audio Visual shall be closely coordinated with the program requirements.

13. Provide labeled plates at all receptacles with circuit and panel designation. Labeling method shall utilize clear adhesive printed labels with black bold letters.

14. Prior to pouring floors, or enclosing conduit in walls, the Design-Builder, and representatives from City's data processing department, and library staff shall "walk" the site to make sure that outlets are properly placed.

15. Controlled outlets shall be provided per the California energy code.

16. The Design-Builder's electrical engineer must consult with the City of

San Diego's Facilities Maintenance Division personnel during the design phase and throughout the project. The City electrical shop has developed standards that must be incorporated into the plans and specifications of the library.

6.7.6 Interior Lighting

1. All lighting shall comply with California Title 24 Energy Code requirements and shall conform to the maximum LPD's allowed therein.
2. Lighting systems will be designed in accordance with the Owner's programming requirements and guidelines of the Illumination Engineering Society.
3. The Interior Lighting Systems shall use LED lamps with Color Rendering Index above 85, correlated color temperature of 3500k, and high efficiency optical components.
4. The lighting design approach shall respond to the architecture, function and occupancy of each space and shall utilize layers of light with indirect, accent lighting and task lighting to reduce glare and enhance the environment. The lighting designer shall pay special attention to the impact of day lighting, prevention of shadowing and prevention of high-contrast conditions especially with daylight sources to provide low uniformity ratios. The surfaces shall include light colored finishes where possible to enhance the indirect light sources and save energy.
5. All light fixtures shall be accessible with a ten-foot ladder, any deviations for specific purposes shall be brought to the owner's attention and receive approval.

6.7.7 Light Fixture Types:

1. Restrooms:
   a. General: LED downlights
   b. Accent: LED cove lighting
2. Lobby:
   a. General: LED downlights
   b. Accent: Linear LED elements based on architectural design.
3. Staff Offices/Areas:
   a. General: LED Pendant mounted linear direct/indirect
   b. Task: LED task lights at all desks.
4. Adult, Juvenile/Children and Teens Library:
   a. General: LED Pendant mounted linear direct/indirect
   b. Book Stacks: LED linear stack lighting at all stacks
   c. Task: LED task lights at all tables

5. Community Room:
    a. General: LED Pendant mounter linear direct/ indirect
6. Computer Lab
    a. General: LED Pendant mounter linear direct/ indirect
7. Exit Signs
    a. General: LED Edge Lit

6.7.8 Light Levels

1. Restrooms:
    a. General: 10 foot-candles average at floor with 2:1 uniformity ratio.
    b. Vanity: 15 foot-candles average at vanity with 2:1 uniformity ratio.
2. Lobby:
    a. General: 20 foot-candles average at floor with 3:1 uniformity ratio.
3. Reception Desk:
    a. 40 foot-candles average at 2'-6" with 3:1 uniformity ratio.
4. Staff Offices / Areas
    a. General: 40-50 foot-candles average at 2'-6" with 3:1 uniformity ratio.
5. Adult, Juvenile/ Children and Teens Library
    a. General: 40 to 50 foot-candles average at floor with 3:1 uniformity ratio.
    b. Book Stacks: 35 foot-candles vertical with 2:1 uniformity ratio.
    c. Tables: 40 to 50 foot-candles average with 3:1 uniformity ratio.
6. Community Room:
    a. General: 30 to 40 foot-candles average at 2'-6" with 3:1 uniformity ratio.
7. Computer Room:
    a. General: 30 to 40 foot-candles average at 2'-6" with 3:1 uniformity ratio.

6.7.9 Exterior Lighting

1. Lighting shall be designed per LZ3 (lighting zone 3) Title 24 and CalGreen BUG (Backlight Up light and Glare) requirements.
2. All exterior lighting sources shall be LED and shall be impact- resistant and vandal-proof.

3. Provide pedestrian scale pole-top fixtures and/or bollards along walkways.

4. Provide wall mounted lighting for library sign, book drop and all entrances.

5. Do not provide in-grade lighting.

6. Do not provide above ground tree uplights.

7. Do not provide low voltage lighting.

8. Do not provide step lighting.

9. Provide building entrance accent and up-lighting in coordination with the Architect.

10. Provide separate circuits for building lighting and parking lot lighting.

11. Parking lot lighting shall be full cut off and provided with house side shields.

6.7.10 Light Levels

1. Parking Lot:

   a. 1 foot-candle minimum measured at grade with 2:1 uniformity ratio.

2. Pedestrian Hardscape:

   a. 1 foot-candle average measured at grade with 3:1 uniformity ratio.

   b. Stairs shall have an illumination of 1 foot-candle minimum

3. Building Entries:

   a. 5 foot-candle average measured at grade with 3:1 uniformity ratio.

6.7.11 Lighting Controls

1. All lighting controls to be California Title 24, 2013 complaint and conform to the maximum LPD's allowed therein.

2. All controls shall provide full dimming to the light fixtures.

3. Controls for general public areas shall be provided within staff and generally shall not be accessible to the public. The switching/dimming shall be readily identified and contain legends to facilitate staff use.

4. Zoning shall be providing to switch/dim the sources separately from one another, i.e. direct, indirect, accent and task lighting shall be switched/dimmed independently.

5. Dimming protocol will be (0-10V) for all dimming required per this project.

6. Lighting control will be via networked "zone control", each room to be provided with individual dimming controllers, occupancy sensors, manual dimming controls and photo sensors as required.

7. A dimming controller(s) shall be provided within each room to control the lights within the space.

8. Occupancy sensors shall be provided for all rooms less than 250 square feet, corridors and book stack spaces per Title 24 requirements.

9. Occupancy sensors to be dual technology with adjustable infrared and ultrasonic type and ceiling mounted.

10. Larger spaces where occupancy sensors may not be practical shall be controlled by time clock functions with two-hour override switches.

11. Automatic photocell controlled daylight dimming will be provided where required by code for all primary and secondary daylight zones.

12. Low voltage controls and sensors shall be connected to the dimming control with CAT 5e cabling.

13. Dimming controllers shall be connected to a lighting control network and shall be capable of demand response functionality.

14. Exterior lighting shall be controlled by relays in a lighting control panel with photocell and time clock control.

15. Exterior lighting shall be controlled by separate automatic controls (photosensor - on, time clock - off capable of turning off exterior lighting when sufficient daylight is available or when the exterior lighting is not required.

6.7.12 Emergency Power

1. Emergency egress lighting shall be provided via remote battery-operated emergency lighting units with self-testing functions or a Myers Illuminator E series central lighting inverter with front access terminal batteries.

2. Egress path lighting shall include an adequate number of fixtures to provide one foot-candle average illumination on the egress path.

6.7.13 Grounding

1. The building grounding system shall be comprised of the electrical system ground and the signal system ground. Each system will provide a ground reference for the electrical and voice/data systems respectively. Each will connect to building steel and the main grounding electrode system. The electrical system ground shall comply with CEC Article 250 and the signal system ground shall comply with ANSI/TIA/EIA-607. A ground bus will be located in the telecommunications room and the electrical room.

2. All raceways shall include a full size green insulated ground wire terminated at each outlet box, device enclosure, etc. and connected back at the panelboard, switchboard or cabinet on the appropriate ground bu.

6.7.14 Solar Photovoltaic System Requirements

1. The Design-Build Team shall design, procure and install a grid-connected Photovoltaic (PV) System, sized for net zero operation of the buildings' annual energy consumption. There will be no energy storage devices (e.g. batteries) used in this system. The PV system shall comply with the PBI (Performance-Based Incentive) Program of the California Solar Initiative (CSI) as applicable. The system design shall consist of array modules and racking, combiner boxes, fused DC disconnect, inverter, AC fused disconnect, Customer generating output meter (CGOM), Utility required disconnect, surge protection, and point of connection. Arrays may be building mounted or carport/shade structure mounted, or a combination thereof. The design and specification of the PV modules, power conditioners, utility interconnections, PV system electrical design, and PV array mechanical design shall meet the requirements of the 2013 California Electrical Code, 2013 CCR Title 24 and the California Solar Initiative (as administered by the California Center for Sustainable Energy (CCSE) in San Diego.

   Photovoltaic (PV) and Battery Energy Storage System – PPA Coordination - The Design-Builder shall comply with all requirements contained in Appendix K – Power Purchase Agreement (PPA) Requirements for Third-Party Ownership of the Photovoltaic (PV) and Battery Energy Storage System. The Design-Builder shall fully coordinate the design, permitting, and integration of the PV and battery system in accordance with the Appendix, including support of the deductive alternative and associated PPA delivery option selected by the City. If the City elects the PPA delivery method, the Design-Builder shall coordinate with the City's selected Licensee throughout design and construction as specified in Appendix K. If the City does not elect the PPA option, the Design-Builder shall furnish and install the PV and battery system as part of the base contract in accordance with Appendix K.

6.7.15 System Point of Connection

1. PV Systems where the PV output AC overcurrent protective device (OCPD) ampere rating exceeds 20% of the service equipment buss rating, or there is a possibility of future alternative energy generation being added to the system that may provide a total OCPD ampere rating greater than 20% of the service equipment buss rating, shall utilize a supply side tap for the point of connection. This supply side connection shall be made after the utility meter and before the service disconnect. The configuration of the service switchgear shall

allow for this arrangement.

2. Systems where the PV output AC overcurrent protective device (OCPD) ampere rating is not expected to exceed 20% above the rated amperage of the service equipment buss, or the distribution panel it is installed in, the point of connection shall be on a circuit breaker. This circuit breaker shall be installed in any electrical panel in the system provided the size and location meets the requirements of CEC articles 690 and 705.

3. All array modules, combiner boxes, outdoor disconnect switches, raceways and wiring shall be designed for outdoor conditions, based on annual ambient temperatures recorded at the project locality. Supplied equipment shall be rated and warranted to withstand and operate under these conditions.

4. The PV system shall be connected to utility/electric grid through a grid-interactive power conversion system (inverter) or multiple inverters connected to an AC combiner panel. The inverter shall be located in an interior electrical room provided with appropriate access, sound isolation and cooling.

6.7.16 Voice & Data Structured Cabling

1. A star topology structured cabling system shall be used. Each work-area telecommunications outlet must be connected to a cross-connect in a telecommunications closet. All cables from a floor or area in the building therefore run back to one central point for administration. Each telecommunication closet must be star wired back to the equipment room for the building.

2. Unshielded Twisted Pair (UTP) 4-pair, 24 Gauge, 100 Ohm copper cable. Unshielded twisted pair cables closely resemble telephone cables but are enhanced for data communications hardware required. They need to be rated up to 100 MHz, and are designed to handle any current copper based application for voice, video, or data.

3. Shielded Twisted Pair (STP-A)-2-pair, 22 gauge, 150 Ohm copper cable. Shielded twisted pair systems provide high performance as a result of shielding. If used, Category 6A is required.

4. Multi-mode optical fiber cables. The highest performing structured cabling systems use fiber optics, and this is the choice of the library. As the cost of the electronic devices used with fiber systems decreases, more and more fiber systems are being installed. Fiber offers many advantages over copper-based systems. There is no electromagnetic interference (EMI) or radio frequency interference (RFI). Fiber also offers a much greater bandwidth than copper cables, allowing more information to be carried on each fiber. If the budget allows, fiber shall be used for the workstations. However, if fiber to all workstations is not within budget, wiring to all workstations shall be at a minimum

Category 6A unshielded twisted pair (UTPS) conformant with Ethernet standards and capable of providing TCP/IP protocol support.

6.7.17 Telecommunications Outlet

Each workstation in the library shall have a minimum of four telecommunications outlet ports, and two power outlets. At minimum a 1" dedicated conduit with a home run from each and every data outlet to the communications room is required and a conduit is required for power. Cabling outlets required are:

a. Voice. 100 ohm UTP for Voice, T558A or T568B wiring. Conform to the current City's IT standards.

b. Data. 100 ohm UTP 4-pair, 150 ohm STP 2-pair, or 62.5/1251-pm fiber for data.

6.7.18 Wireless Access

1 . Wireless access points. Wireless access points are typically cabled for during construction on a "best guess" basis. Once the building is constructed, a wireless survey shall be performed to determine actual and accurate wireless coverage. The wireless access points shall then be located to achieve maximum coverage within the new library building.

2. Wireless access will be provided inside as well as at selected outdoor seating areas immediately adjacent to the building. Coverage for outdoor areas will require outdoor rated AP. Each outdoor AP will require outdoor water proof j-box with 2 Ethernet ports at (or near) 10' in designated areas.

3. Current Standard: IEEE 802.1 1 AC, 1.9 Gbp/S (Gigabits per second; billion bits per second) within the 2.4 GHz and 5GHz bands.

4. Future Standards: The following standards shall be considered for implementation once final standard published. Coordinate with City IT standards and staff at time of design approval.

- IEEE 802.1 I AD. 6.75 Gb/S.

6.7.19 Public Address System

1. A public address system is an essential part of the library's communication equipment. It will be used to provide a channel for emergency messages or announcements, and for clearing the building of users at the close of each day. Origination points for the PA system shall be any staff telephone, and speakers shall be located in all parts of the library. There shall be a zoned public address system in the library so that the staff can make announcements to the public. The PA system must be able to be heard in every part of the library, including restrooms, storage rooms, loading docks, custodial work spaces, and staff offices. Zoning shall allow announcements to be heard in specific functional spaces or as an all-call announcement. Additionally, PA

system needs to provide an ADA component to address patrons with hearing needs.

6.7.20 Audio-Visual System

1. Each meeting or training room shall have the ability to provide computer screen image projection, slide projection, video monitor display via AV cart with equipment, and cable TV reception. The A/V system should provide an ADA component to address patrons with audio-visual needs.

6.7.21 Security

1. An intrusion Alarm system consisting of motion detectors, glass break sensors, sounders, door position switches with alarmed emergency exits, and key pads.
2. Surveillance cameras and monitors for areas, not directly observable by staff. A television monitoring system is required, with monitoring stations at the circulation desk and the guard's desk adjacent to the entry. All public areas of the building as well as outside locations shall be monitored by the television system.
3. A book theft detection system is required in the building.

6.7.22 Fire Alarm

1. Detection and notification systems, including heat and smoke detectors, shall be used throughout the facility. The alarm system shall be connected directly to the fire department for immediate response, and have a communicator to allow monitoring by an alarm company.

6.8 Landscaping

6.8.1 Landscaping: General Information

1. Planting and Irrigation System and components shall be designed to incorporate water conservation principals in compliance with California AB 1881 (Model Water Efficient Landscape Ordinance).
2. Site landscape areas shall be designed in accordance with City of San Diego Low Impact Development Standards (Storm Water Management).
3. Plant materials shall be selected to minimize the need for supplemental water, minimize extensive maintenance, minimize site run-off, be fire-resistant, and non-invasive. Plant selection shall be based on the Water Use Classifications of Landscape Species (WUCOLS) list of Low Water Use species.
4. Planting areas shall be designed to accept water runoff from the site. Proper species selection for bio-swale conditions shall be considered when making plant selections.
5. Planting setback zones for fire protection of structures shall adhere to City of San Diego Brush Management/Fire Ordinances.

6. Planting shall be done to facilitate solar shading of structure and reduction of heat islands in paved areas whenever possible.

7. No plants shall be located in areas that will obscure vehicular visibility in traveled-ways.

8. Irrigation equipment shall be of the type needing minimal maintenance or repair, and shall, by design, minimize vandalism.

9. Irrigation components shall include the most advanced water saving features.

10. In addition to these RFP Performance Specifications, all design elements will conform to the City of San Diego Standards.

11. Planting near buildings shall, to the greatest degree possible, take pedestrian safety, building security, and fire resistance into consideration.

12. Maintenance: Maintenance Period shall be for 90 days after Substantial Completion of installation. Areas shall be free of weeds, debris, or waste. Plants shall be kept in a healthy growing condition, free of disease, trimmed properly, and shall be kept well-fertilized.

6.8.2 Planting

1. Plant Materials shall be drought tolerant, fire and disease resistant, non-invasive and non-toxic. They shall be healthy and well-rooted with vigorous foliage growth. All plants shall be free of diseases or pest infestations at the time of planting, with no disfigurements, abrasions, burned foliage, or scarring.

2. Tag plants by species and variety with a minimum of 1 tag per 10 trees, 190 shrubs, and 100 ground covers.

3. Flatted plants shall be well-rooted and exhibit vigorous, compact new growth.

4. Container stock shall be well established but not root-bound.

5. Tree branching form shall be symmetrical, with relatively straight central leaders and tapered trunks. Main branches shall be well-spaced. Trunk and branches shall be free of wounds.

6. Root balls shall be healthy and free of any circling or kinked roots.

7. Turf areas should be limited to minimize water use. Lawn Sod or Seed shall be drought-tolerant and disease resistant.

8. Lawn patching in disturbed areas shall cover all damaged areas completely with no bare spots remaining. Patched areas shall blend evenly with existing turf and shall be healthy and free of disease.

9. Planting at main entries or special nodes shall provide strong visual emphasis.

10. Trees shall be staked with lodge-pole pine stakes, two per tree. Tree ties shall be installed in a manner that does not damage the tree trunk.

12. Plants shall be located a minimum of 12" away from irrigation spray heads.

13. Planting areas shall have a 2" layer of organic mulch to maximize water absorption into soil.

14. All plants shall have adequate irrigation and fertilization.

15. Herbicides and fertilizers shall be approved by the City prior to use.

16. Root barriers shall be installed at all trees when tree is within 5' of paving or structures and shall run for a minimum length of 10-feet long centered on the tree trunk.

17. Trees shall be guaranteed for a period of one (1) year, with shrubs and ground covers guaranteed for 90 days.

6.8.3 Irrigation

1. Irrigation equipment, including weather-based auto controllers, rain sensors, moisture sensors, and low precipitation rate emitters, shall have the most advanced water-saving features and shall be approved by the City of San Diego.

2. A dedicated irrigation water meter shall be provided in accordance with the requirements of the City's Model Water Efficient Landscape Ordinance.

3. Backflow prevention shall be per City Standards. Equipment operation shall be certified and device shall be secured within a protective metal cage.

4. Irrigation system shall be designed with the proper operating pressure and an appropriate watering window to assure optimal delivery of water to the plant material at all times.

5. Water use calculations will be required per the City's Model Water Efficient Landscape Ordinance.

6. Site specific evapotranspiration rates and soil percolation rates shall be considered in the design process.

7. Check valves will be required to prevent low-head drainage.

8. No irrigation shall be installed in new areas until soil testing has been submitted and all soil amending has occurred.

9. Irrigation shall be repaired and replaced as necessary to address areas disturbed by new construction.

10. Irrigation heads shall be installed and adjusted to avoid overspray or water waste.

11. Micro-climate areas and solar exposure zones (site specific hydro

zones) shall be irrigated on separate control valves.

12. Existing Irrigation systems in all areas not included within the limits of new construction shall remain in operation during all phases of new construction in order to prevent damage to established plant materials.

13. Capping off of various segments of existing irrigation systems may be necessary in areas scheduled for demolition and new construction. Contractor shall review all proposed modifications to the existing irrigation system with the City of San Diego Project Manager.

14. A final Certificate of Completion (with Water Audit and Maintenance Schedule) shall be submitted to the City by the Landscape Architect of record, in compliance with the City's Model Water Efficient Landscape Ordinance.

15. Irrigation record drawings shall clearly document the final installation of the entire system, with accurate dimensions, sizes, and types of equipment. It shall reflect all new areas as well as any modified irrigation systems. Irrigation record drawings to be submitted in AutoCAD.

16. Irrigation equipment shall be “reclaimed ready” and consist of purple pipe and equipment as needed for potential future conversion to reclaimed water.

6.9 Civil Requirements

General:

1. Site Final Survey, Utility Research, locating and design base mapping for project design

2. Grading Plans (horizontal control, paving, erosion control, utility index, notes details, et cetera)

3. Right-of-way Improvement plans (Santa Monica Ave. and Sunset Cliffs Blvd.)

4. Traffic Control Plans for work within the roadways adjacent

5. NPDES compliance with the California Construction General Permit. To obtain Permit Coverage the City shall coordinate authorized signatory for the SWPPP document and assist with the processing through SMARTS as the LRP, (if applicable).

6. Drainage report and Storm Water Quality Management Plans, Water pressure loss Calculations — Domestic water loss calculations from the right-of-way to 5’ outside the building to be coordinated with the plumbing consultant. Fire system pressures throughout the site at the hydrants demonstrating adequate residual pressures, fire flows and velocities within the operating range.

7. ADA Path of travel access, ingress and egress

8. Surveying - Construction staking and As-built survey meeting City's CADD standards and deliverables.

9. Traffic Improvements In the Public Right-of-Way (as needed).

   See Section 15.10 Reference Standards of the Instructions to Proposers and General Conditions for applicable standards.

10. Other Codes Applicable to the Civil Scope

    - California Uniform Building Code
    - Current Citywide CADD and Drafting Standards.
    - City of San Diego Street Design Manual
    - City of San Diego Drainage Design Manual
    - Sewer Design Guide, Current Edition
    - Water Design Guide
    - NFPA 24 and NFPA 13
    - Storm Water Standards (BMP Design Manual)
    - NPDES General Permit Order No. 2022-0057-DWQ
    - Standard Specifications for Public Works Construction ("The GREENBOOK", Current Edition
    - City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK"), Current Edition
    - City of San Diego Standard Drawings, Current Edition
    - Caltrans Standard Specifications, Current Edition
    - Caltrans Standard Plans, Current Edition
    - California MUTCD, Current Edition
    - City of San Diego Engineering and Capital Projects Department Standards for the Preparation of Plans, Specifications, and Estimates

6.9.1 Site Construction

1. Concrete walkway aesthetic to match existing "Pitted Concrete" Exterior Seating: wood, metal, concrete, or Combination thereof for comfort, permanent installation and minimum maintenance. Standard manufacturer's product or custom field constructed.

2. Site Walls concrete or concrete unit masonry walls with approved color and texture. Non-planted site walls must be graffiti proof. Unit masonry segments must not be dislodgeable.

3. Site Fire Protection Water Lines:

a. Fire service /fire sprinkler underground water lines shall begin at the nearest potable water main in the frontage roadway Right-of-Way and end at a point five feet (5') outside the proposed building footprint. Coordinate point of connection with the City of San Diego Public Utilities Department. Each Fire Protection lateral to a building shall include a reduced pressure detector assembly (RPDA) with post indicator valves at each end and anti-tamper switches per the City of San Diego Public Utilities Department requirements and the Standard Specifications for Public Works Construction.

b. Each Fire Protection lateral to a building shall include a Fire Department connection per City of San Diego Standard Drawings and Fire Agency Requirements. The Fire Department connection shall be located within forty feet (40') of a fire hydrant.

c. Fire hydrants shall be constructed per the City of San Diego Public Utilities Department requirements and San Diego Standard Drawings and the Standard Specifications for Public Works Construction. The design should anticipate the need for one on site fire hydrant and one off site fire hydrant within the street right-of-way. More fire hydrants may be required based upon meeting with the local Fire Marshall.

d. All underground fire prevention water lateral piping shall be per City standards with restraints at bends, fitting or deflection joints, and meeting the requirements of the City of San Diego Public Utilities Department and their specifications.

e. All fire prevention thrust blocks shall be constructed per City of San Diego Public Utilities Department requirements or per City Standard Drawings as applicable following whichever is more stringent.

f. All pipe and fittings above ground or below grade shall be requirements of the City of San Diego Public Utilities Department standard specifications.

g. If soil conditions require cathodic protection, it shall be installed per the requirements of the City of San Diego Public Utilities Department Requirements. All valves shall be resilient seated wedge gate valves meeting the requirements of the City of San Diego Public Utilities Department requirements.

h. If soil conditions present are corrosive in nature a corrosion specialist shall provide recommendations for the protection of underground piping. All ductile iron piping shall be protected from corrosive soil. Concrete thrust blocks, anchor blocs and other water structures shall be of corrosion resistive type.

i. Clearing and disinfection of water line pipes shall be completed per the requirements of the City of San Diego Public Utilities Department specifications only after pressure testing is completed.

j. Hydrostatic pressure testing shall be completed per the Standard Specifications for Public Works Construction or per the City specifications prior to disinfection, whichever is most stringent.

k. Trench excavation, bedding and backfill shall be City Design standards and specifications.

l. All water related appurtenances such as blow-offs and air vacuum release valves shall be per the City standard drawings and specifications.

4. Site Domestic

1. Domestic water lines shall begin at the nearest on-site or off-site potable water main in the Public Right-of-way and shall end at a point five feet (5') outside the proposed building footprint. Coordinate the point of connection with the City of San Diego Public Utilities Department.

2. Each domestic water lateral to a building shall include a reduced pressure principle double check back flow preventer with post indicator valves at each end and anti-tamper switches per the City of San Diego Public Utilities Department requirements and specifications and per the City Standard Drawing and the Standard Specifications for Public Works Construction.

3. All underground domestic water lateral piping shall meet the requirements of the City of San Diego Public Utilities Department standard drawings and specifications.

4. All domestic water line thrust blocks shall be constructed per the City of San Diego Public Utilities Department standard drawings and specifications or per the City Standard Drawings, and the Standard Specifications for Public Works Construction as applicable, whichever is more stringent.

5. All pipe and fittings above ground or below grade shall meet requirements of the City of San Diego Public Utilities Department standard specifications.

a. All valves shall be resilient seated wedge gate valves meeting the requirements of the City of San Diego Public Utilities Department standard plans and specifications.

b. Clearing and disinfection of water line pipes shall be completed per the City of San Diego Public Utilities Department standard specifications only after pressure testing is completed.

c. Hydrostatic pressure testing shall be completed per the Standard Specifications for Public Works Construction prior to disinfection, whichever is the most stringent.

Trench excavation, bedding and backfill shall be per the City of San Diego Public Utilities Department standard drawings and specifications.

d. All water service lines 2" or less in diameter shall be copper tubing with brass or bronze fittings per the City of San Diego Public Utilities Department standard drawings and specifications. Excluding irrigation facilities.

e. All valve boxes shall be per the City of San Diego Public Utilities Department standard drawing and specifications or if no local agency exists construct per The San Diego Regional Standard Drawing as applicable.

6.9.2 Domestic Water Lines shall have a pressure-reducing valve outside each building to limit the water pressure to 70 PSI at the furthest water closet inside the building. The residual pressure to sinks and lavatories shall be a minimum of 15 PSI.

1. Site pressure shall be obtained, and field verified prior to the start of design drawings. Pressure loss calculations shall be prepared to ensure that adequate pressure is delivered to the furthest fixture.

2. Domestic Water lines and Fire Prevention Water lines shall be separate. Fire systems on-site shall be looped to minimize the standing water and add redundancy to the fire protection system.

3. The presence of sewer cleanout and drain connection at the fire sprinkler system riser(s) shall be coordinated to ensure that the required drainage of the fire sprinkler “Blackwater” can be accommodated.

4. All domestic water line related appurtenances such as blow-offs and air-vacuum releases shall be per the City of San Diego Public Utilities Department standard drawings and specifications.

6.9.3 Storm Drains

1. Storm Drains systems shall be design and constructed in accordance with the City of San Diego Drainage Design Manual and Storm Water Standards.

6.9.4 Sanitary Sewer System

1. The Sanitary Sewer System shall be designed in accordance with the City of San Diego Sewer Design Guide.

6.9.5 Clearing and Grubbing

1. Design-Builder shall delineate those areas within the project limits and boundaries that require removal of all existing shrubs, hedges, plants, trees, or other woody vegetation, ground cover (not to be salvaged and re-planted) and objectionable, deleterious materials. Clearing and Grubbing shall meet The Standard Specifications for Public Works Construction (Greenbook) and Whitebook, current edition.

6.9.6 Erosion Control and Stormwater Pollution Prevention

1. All stormwater pollution prevention measures must be in place by contractor prior to the start of clearing and grubbing or earth work of any kind.

   a. Designer shall provide an Erosion Control Plan in Conformance with all current NPDES (National Pollutant Discharge Elimination System) general permit requirements and the state water resource control board's (SWRCB's) most current orders listed above and shall incorporate measures to control discharges of storm water to surface waters associated with construction activity including clearing, grading, and excavation activities.

   b. Erosion Control shall be designed to mitigate storm water run-off originating within project site as determined by the limits of work and shall also account for any storm water run-off originating off-site and crossing to within project limits.

   c. Erosion Control shall conform to the requirements, in addition to those stated above, in the City of San Diego Stormwater Manual and section 1001, Water Pollution Control of The Standard Specifications for Public Works Construction (SSPWC), current edition.

   d. Designer shall provide site specific Water Pollution Control Plan (WPCP) in conformance with the resources previously stated. At a minimum, WPCP shall include all requirements as identified in City of San Diego Stormwater Manual and shall be completed to the extent for which contractor may have ability to clearly identify all costs and level of effort required to implement and maintain all Storm Water and Non-Storm Water Mitigation Measures proposed.

e. At a minimum Project WPCP shall incorporate control measures in the following categories:

1. Soil Stabilization Practices.
2. Sediment Control Practices.
3. Sediment Tracking Control Practices. Wind Erosion Control Practices.
4. Non-Storm Water Management.
5. Waste Management and Material Pollution Control.
6. Specific objective and minimum requirements for each category if control measures are contained in manuals stated herein.

6.9.7 Grading and Excavation

a. Designer shall prepare a Grading Plan that clearly delineates lines and Contours of the existing and desired finish surfaces, cut and fill transitions, slopes and surface drainage in conformance with recommendations, provisions, and criteria provided for by a Geotechnical Investigation as completed on the proposed library site. Where design criteria are not specified in said Geotechnical Investigation designer shall comply with Section 300 Earthwork of The Standard Specifications for Public Works Construction (SSPWC), current edition where applicable.

b. Designer shall provide provisions for all excavations and backfill required to complete the contract work in compliance with the Project Geotechnical Investigation Report and The Standard Specifications for Public Works and City Standard Drawings.

c. Work shall be done in conformance with Mitigated Negative Declarations (MND) requirements.

6.9.8 Paving (Asphalt and Concrete)

a. Provide paved surfaces as required for vehicular access to the site and to various functional areas requiring vehicular access, including, but not limited to, entrances, and parking areas.

b. The onsite roadways and parking lots structural section shall be in accordance with City's Standard Drawings, the Project Geotechnical Report and as approved by the City materials laboratory. The geotechnical consultant shall perform R-value testing and recommendations for the pavement section and an appropriate Traffic Index rating. The engineer shall derive the traffic index from a defensible ESAL (Equivalent Single Axle Load) for the project pavement design.

c. Aggregate base material is to conform to the requirements of Standard Specifications.

d. Sub-grade and base material construction shall conform to all provisions of Standard Specifications for Public Works immediately prior to the placement of the pavement section.

e. All work beneath paved areas shall be completely constructed, inspected, tested, connected and approved prior to paving.

f. Provide surfaces that are smooth, consistent in color and finish, sloped and provide positive drainage to avoid ponding, and neatly finished at edges. Flood test all paving areas to ensure proper drainage and repair all areas showing evidence of ponding.

g. Vehicular areas shall be marked neatly to denote traffic lanes and parking spaces in accordance with Standard Specifications for Public Works and City Standard Drawings.

h. Asphalt concrete shall conform to all provisions of Standard Specifications for Public Works and City Standard Drawings.

i. Off-site paving testing and inspection, including density requirements, shall be implemented for all onsite paving per Standard Specifications for Public Works and City Standard Drawings.

j. Prior to placement of the final pavement course, failed or damaged work, such as cracks in curb, curb and gutter, cross gutter, driveway aprons, excreta, shall be replaced to the nearest joint or score line in each direction.

k. Paved surfaces as required for vehicular access to the site and to various functional areas requiring vehicular access, including, but not limited to, entrances, parking areas, and loading dock areas.

l. Provide surfaces that are smooth, consistent in color and finish, sloped and provide positive drainage to avoid ponding, and neatly finished at edges. Flood test all paving areas to ensure proper drainage and repair all areas showing evidence of ponding.

m. Vehicular areas shall be marked neatly to denote traffic lanes and parking spaces in accordance with Standard Specifications for Public Works and City Standard Drawings.

n. Asphalt concrete shall conform to all provisions of the Standard Specifications for Public Works and City Standard Drawings.

o. Off-site paving testing and inspection, including density requirements, shall be implemented for all onsite paving per Standard Specifications for Public Works and City Standard Drawings.

6.9.9 ADA Access Requirements (Non-Building)

1. Curb Ramp with detectable warning tiles and protective railing shall be in accordance with City Standard Drawings and Approve materials list

2. Passenger drop-off and loading zones shall be in accordance with the California Americans with Disabilities Act Architectural Barrier Removal/ Compliance Manual, Part B (DSA/AC) - Chapter

3. Accessible parking shall be in accordance with the California Americans with Disabilities Act and City Standard Drawings

4. Accessible parking signs shall be in accordance with City Standard Drawings.

6.9.10 Curb and Gutters

1. Provide curb or curb and gutter as required for all access areas. All concrete, joints, curb, gutter, and cross gutter shall be in accordance with the Standard Specifications for Public Works and City Standard Drawings.

   a. Curb shall be 6" curb in accordance with City Standard Drawings, unless specifically required for drainage or ramps.

   b. Concrete shall be accordance with Standard Specifications for Standard Specifications for Public Works and City Standard Drawings

   c. Curb and curb and gutter construction shall be in accordance with Standard Specifications for Public Works and City Standard Drawings.

   d. All underground connected utilities within the project limits shall be completely constructed, inspected, tested, connected and approved prior to construction of curb or curb and gutter.

   e. Curb or curb and gutter joint locations shall include expansion joints at curb returns, adjacent to structures in accordance with Standard Specifications for Public Works and City Standard Drawings. In no case shall these intervals exceed the specified distances in the standard drawings.

   f. Curb or curb and gutter joint locations shall include weakened plane joints at driveway locations and with intervals per Standard Specifications for Public Works and City Standard Drawings.

   g. All concrete joints shall conform to City Standard Drawings.

   h. Failed or damaged work, such as cracks in curb or curb and gutter, shall be replaced to the nearest joint or score line in each direction prior to placement of the final pavement course.

   i. The City Surveyors or Engineer shall certify the finish pad elevation for all buildings.

6.9.11 Construction Staking

a. All construction staking shall be completed by a California Registered Professional Land Surveyor or under their direction or by a California Professional Civil Engineer authorized to perform Land Surveying. All design and construction staking shall be based upon elevations tied to a City of San Diego Benchmark.

b. A final survey must be completed and shall comply with the City's CADD Standards. 2-9.1 & 2-9.2 of the Greenbook, and must be submitted to SurveyReview@sandiego.gov. The City's CADD standards can be found here: https://www.sandiego.gov/ecp/edocref/drawings the consultant's information must be submitted to the survey section for archiving.

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

See **Appendix E – Location Map**.

8.0 **BRIDGING DOCUMENTS**

Bridging Documents for this project available by accessing the link below:

https://ecpfiles.sandiego.gov/CIP_Contracts/K-26-2391-DB2-3/Original%20Solicitation%20Files.zip

1. Bridging Drawings
2. Ocean Beach Library Preliminary Engineering Report
3. Ocean Beach Library Asbestos, Lead, and Mold Inspection Report
4. Ocean Beach Library Geotechnical Evaluation Report by Spurlock
5. Ocean Beach Library As-Builts

Exhibits

Exhibit A	Council Policy 900-14 LEED Silver Certification
Exhibit B	Conceptual Site Plan
Exhibit C	Council Policy 900-03 Zero Emission Municipal Buildings and Operations Policy (ZEMBOP)
Exhibit D	Required and Recommended LEED Points
Exhibit E	Third-Party Owned Electric Vehicle Service Equipment (EVSE) Delivery on Engineering & Capital Projects Department (E&CP) Projects

EXHIBIT A

COUNCIL POLICY 900-14 LEED SILVER CERTIFICATION

CITY OF SAN DIEGO, CALIFORNIA

COUNCIL POLICY

CURRENT

SUBJECT: SUSTAINABLE BUILDING POLICY
POLICY NO.: 900-14
EFFECTIVE DATE: December 19, 2024

BACKGROUND:

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

1. All new residential construction in California will be zero net energy by 2020;

2. All new commercial construction in California will be zero net energy by 2030;

3. Heating, Ventilation and Air Conditioning (HVAC) will be transformed to ensure that its energy performance is optimal for California's climate; and

4. All eligible low-income customers will be given the opportunity to participate in the low income energy.

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

PURPOSE:

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

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

1. Avoid permanent adverse impact on the natural state of the air, land, and water;

2. Ensure a healthful indoor environmental quality;

3. Optimize social and economic benefits to the project and the community; and

4. Encourage occupant behavior, maintenance and operations that maximize conservation opportunities, reduce resource consumption and minimize wastes

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

STANDARDS:

1. City-owned, occupied or leased new construction and major renovation projects shall meet the requirements of the US Green Building Council (USGBC) Leadership in Energy and Environmental Design Program® (LEED®) for Silver level certification.

2. City-owned and occupied new construction and major renovation projects of buildings containing more than 1,000 square feet of conditioned space shall meet the energy efficiency requirements of San Diego Council Policy 900-03, Zero Emissions Municipal Buildings and Operations Policy.

3. City-owned and occupied new construction and major renovation projects of buildings containing more than 1,000 square feet of conditioned space shall include or made ready for onsite renewable energy generation as required by San Diego Council Policy 900-03, Zero Emissions Municipal Buildings and Operations Policy.

4. City-owned, occupied or leased new construction and facilities replacing plumbing fixtures shall use 20 percent less water than the baseline water consumption profile for interior non-process water uses.

5. City-owned, occupied or leased facilities shall use non-potable water for permanent irrigation to the extent possible.

6. City-owned, occupied or leased facilities shall comply with all stormwater development requirements in the Storm Water Management and Discharge Control Ordinance and the San Diego Municipal Code Land Development Manual Storm Water Standards for all projects.

7. City-owned, occupied or leased new construction or major renovation facilities shall comply with all elements of the Construction and Demolition Ordinance.

8. City-owned, occupied or leased facilities shall comply with all elements of the City Recycling Ordinance, and occupant recycling should include paper, corrugated cardboard, glass, plastic and metals at a minimum.

9. Cooling, refrigeration, or fire suppression equipment in new buildings or replacement of equipment in City-owned, occupied or leased facilities shall not use CFC-based products.

10. The following sustainable building measures are strongly encouraged for City-owned, occupied or leased new construction and major renovation:

    a. Incorporate enhanced commissioning and measurement and verification procedures for all facilities.

    b. Improve indoor air quality by reducing contaminants from all occupied spaces by using low-emitting volatile organic materials, including adhesives, paints, coatings carpet systems, composite wood and agrifiber products.

    c. Limit disruption of natural water flows and minimize storm water runoff by minimizing building footprints and other impervious areas, increasing on-site infiltration, preserving and/or restoring natural drainage systems, and reducing contaminates introduced into San Diego's rivers, bays, beaches and the ocean.

    d. Incorporate building products that have recycled content reducing the impacts resulting from the extraction of new materials. Newly constructed City facilities shall strive to have a minimum of 25% of building materials that contain in aggregate, a minimum weighted average of 20% post-consumer recycled content materials.

    e. Prioritize the use and purchase of products that are manufactured, extracted, and assembled within the City of San Diego.

    f. Reduce the use and depletion of finite raw and long-cycle renewable materials by replacing them with rapidly renewable materials. Newly constructed City facilities should consider incorporating rapidly renewable building materials for 5% of the total building materials.

g. Establish minimum indoor air quality (IAQ) performance to prevent the development of indoor air quality problems in buildings, maintaining the health and well-being of the occupants. Newly constructed City facilities must show compliance with Federal and California IAQ standards by conforming to the latest published version of ASHRAE 62, Ventilation for Acceptable Indoor Air Quality standard.

h. Design and build to take maximum advantage of passive and natural sources of heat, cooling, ventilation and light.

i. Provide sustainable lighting systems that use 5000 Kelvin lamps in conjunction with high efficiency program start ballasts integrated with occupancy sensors and day lighting systems. All lighting must exceed a Color Rendering Index of 80 CRI.

j. Outdoor lighting systems shall comply with local ordinances and utilize broad-spectrum lighting.

k. Buildings must use energy management systems that can be automatically accessed for demand response calls with the local utility.

IMPLEMENTATION:

1. All City departments shall be responsible for understanding the requirements for new construction and major renovations, and shall comply with the mandatory standards of the Sustainable Building Policy and seek to include as many voluntary measures as possible.

2. Engineering and Capital Projects Department, Development Services Department, and Environmental Services Department shall ensure, to the extent of their responsibility, that construction plans and implementation meet the mandatory standards.

3. The City will seek cooperation with other governmental agencies, public interest organizations, and the private sector to promote, facilitate, and implement sustainable building, energy efficiency, and renewable generation in the community.

4. This Policy shall be reviewed and updated at least every three years to align with applicable codes, standards and technologies.

LEGISLATION:

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

Definitions Used In This Policy:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

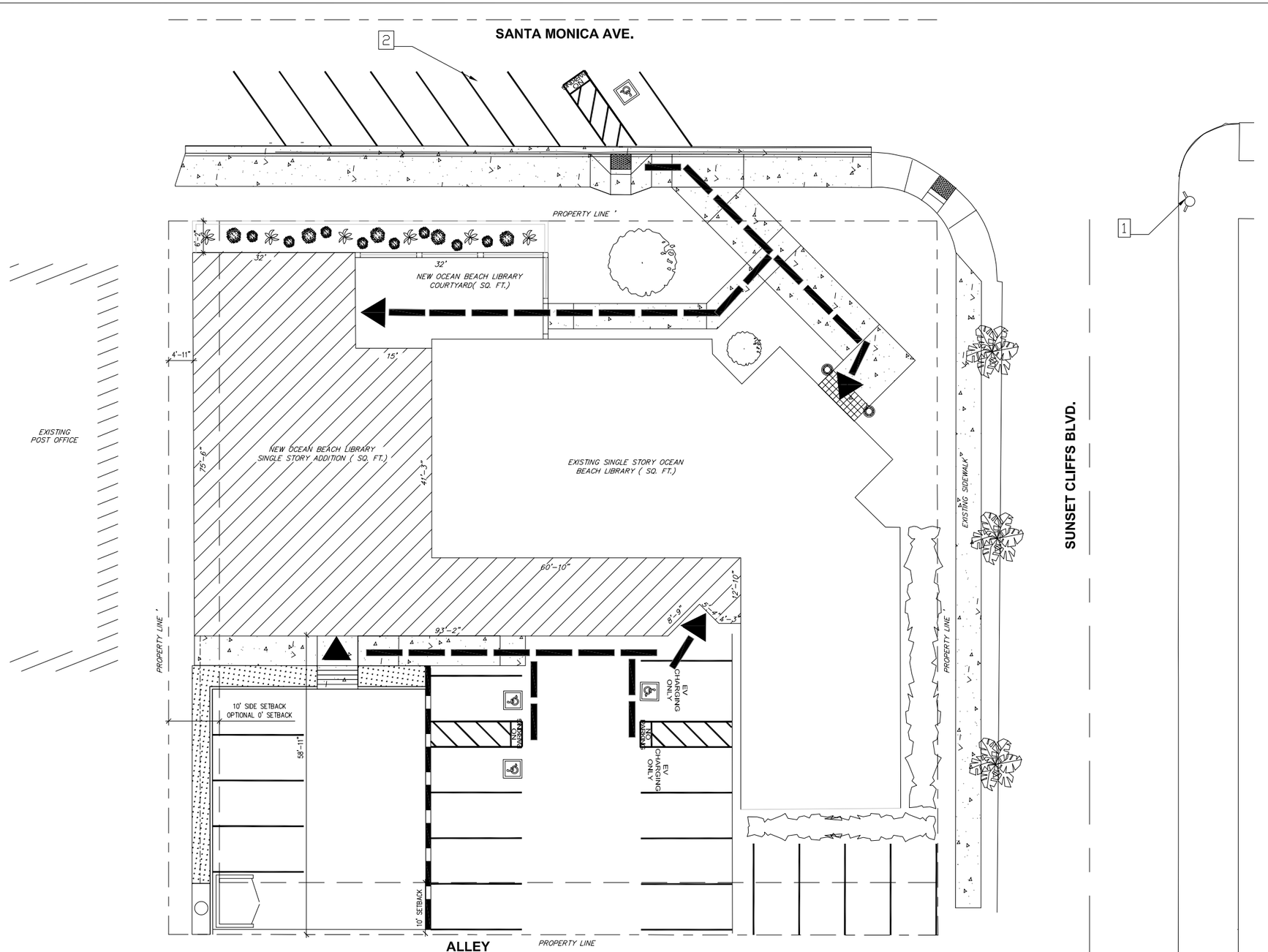
REFERENCES:

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

HISTORY:
Adopted by Resolution R-289457 – 11/18/1997
Amended by Resolution R-295074 – 06/19/2001
Amended by Resolution R-298000 – 05/20/2003
Amended by Resolution R-305833 – 05/18/2010
Amended by Resolution R-314378 – 10/11/2022
Amended by Resolution R-315940 – 12/19/2024

EXHIBIT B

CONCEPTUAL SITE PLAN



KEYNOTES

EXISTING FIRE HYDRANT

EXISTING OFF-STREET PARKING

ADA PATH OF TRAVEL

NOTE:

1. NO TRANSIT STOPS ADJACENT TO THIS PROJECT.
2. PROVIDE BUILDING ADRESS NUMBERS, VISIBLE AND LEGIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY PER FHPS POLICY P-00-6

1 **SITE PLAN**
SCALE: 1"=10'

10 0 5 10
SCALE: 1"= 10'

North

WARNING
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

PLANS FOR THE CONSTRUCTION OF
OCEAN BEACH BRANCH LIBRARY

CONSULTANT

SPEC. NO

CITY OF SAN DIEGO
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
SHEET 9 OF 13 SHEETS

WBS NO. S-20015

APPROVED:
ENGINEER OF WORK AND FOR CITY ENGINEER — DATE
PRINT EOW / DCE — RCE#

SUBMITTED BY:
SHANNON STOKS
PROJECT MANAGER

CHECKED BY:
CHRISTIAN RUVALCABA
PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
CDP/MND	CR			

CCS27 COORDINATES

CCS83 COORDINATES

CONTRACTOR
INSPECTOR
NTP DATE
NOC DATE

DRAWING NO.
XXXX-XX-D
A01

EXHIBIT C

COUNCIL POLICY 900-03 ZERO EMISSION MUNICIPAL BUILDINGS & OPERATIONS POLICY (ZEMBOP)

CITY OF SAN DIEGO, CALIFORNIA

COUNCIL POLICY

CURRENT

SUBJECT: ZERO EMISSIONS MUNICIPAL BUILDINGS AND OPERATIONS POLICY
POLICY NO.: 900-03
EFFECTIVE DATE:

BACKGROUND:

I. California Law and Policy

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

- The Global Warming Solutions Act of 2006, Assembly Bill 32 (2018-2019 Reg. Sess.) (A.B. 32), requires a reduction in *GHG Emissions* to 1990 levels by 2020 and beyond.
- The Energy Efficiency Strategic Plan was adopted by the California Public Utilities Commission in response to A.B. 32. It requires all new commercial construction to be Zero Net Energy by 2030, and 50% of existing buildings to be Zero Net Energy by 2030.
- The Clean Energy and Pollution Reduction Act, Senate Bill 350 (2015-2016 Reg. Sess.) (S.B. 350), requires California to set a renewable electricity procurement goal of 50% by 2030, and double energy efficiency savings in electricity and natural gas end uses by 2030.
- The 100% Clean Energy Act of 2018, Senate Bill 100 (2017-2018 Reg. Sess.) (S.B. 100), sets a world-leading precedent by committing to 100% renewable and zero-carbon electricity in California by 2045, speeding up the state's timeline for moving to carbon-free power sources.
- The Zero Emissions Buildings and Sources of Heat Energy Act of 2018, Assembly Bill 3232 (2017-2018 Reg. Sess.) (A.B. 3232), required the California Energy Commission to assess, by January 1, 2021, how to reduce GHG emissions from the state’s building stock by 40% below 1990 levels by 2030.
- The California Building Standards Code (California Code of Regulations, Title 24) sets prescriptive requirements and performance standards for building energy efficiency, use of electric appliances, provision of circuits and panel capacity to support electric appliances, onsite solar panels, onsite battery storage systems, and provision of electric vehicle chargers at nonresidential buildings.
- Executive Order N-79-20, issued by Governor Newsom on September 23, 2020, declared that by 2035, all new cars and passenger trucks sold in California must be zero-emission vehicles.
- The Advanced Clean Truck regulation issued by the California Air Resources Board in 2020 requires a steadily increasing share of medium and heavy trucks sold in California from 2024 onward to be zero emissions vehicles.

II. City of San Diego Policy

In 2014, the City Council (Council) of the City of San Diego (City) adopted Council Policy 900-14, the Sustainable Buildings Policy, which sets forth the City's commitment to follow green building practices in City facilities and provide leadership and guidance in promoting, facilitating, and instituting such practices in the community. In 2022, Council adopted the Climate Action Plan update (CAP), which calls for eliminating all GHG Emissions in the City and aims for all electricity to be generated from zero carbon sources by 2035. The CAP states that natural gas consumption at City facilities will be reduced by 50% by 2030 and eliminated by 2035. The CAP further states that 50% of all light, medium, and heavy-duty municipal fleet vehicles will be zero emissions vehicles by 2030, and that 100% of light duty and 75% of medium and heavy-duty municipal fleet vehicles will be zero emissions vehicles by 2035.

PURPOSE:

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

POLICY:

I. Definitions

A. *Automated Load Management System*: A system designed to manage load across one or more *Electric Vehicle Supply Equipment* (*EVSE*) to share electrical capacity and/or automatically manage power at each connection point.

B. *Battery Energy Storage System*: A technology developed for storing electric charge by using specially developed batteries. Stored energy can be discharged from the battery to supply building end uses at a later time.

C. *Design Target*: The annual energy use intensity calculated for a *Proposed Design*.

D. *Direct Current Fast Charger* (*DCFC*): A device capable of charging an electric car with direct current electricity at a rate of at least 50 kilowatts and meeting the definition and requirements of a *DCFC* stated in the California Code of Regulations, Title 24.

E. *Electric Vehicle* (*EV*): A vehicle whose drivetrain is powered exclusively by electricity.

F. *Electric Vehicle Supply Equipment* (*EVSE*): The conductors, including the ungrounded, grounded, and equipment grounding conductors, and the *Electric Vehicle* connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the *Electric Vehicle*.

G. *Energy Retrofit*: Any construction, retrofit, renovation, or equipment replacement to an existing building other than a *Major Renovation*, that alters, reconfigures, or replaces the *Thermal Envelope* of a building, its *Fossil Fuel Systems*, or other energy-consuming systems and equipment.

H. *Energy Use Intensity* (*EUI*): A measurement that quantifies a building's site energy use relative to its size. A building's energy use intensity is calculated by dividing the total net energy consumed in one year by the gross floor area of the building, excluding the parking garage. EUI is reported as a value of thousand British thermal units per square foot per year (kBtu/sq.ft./yr).

I.. *EV Capable Space*: An automotive parking space that is provided with some of the infrastructure necessary for the future installation of *Electric Vehicle Supply Equipment* (*EVSE*) at a specified level (Level 1, 2, or DCFC). Infrastructure shall include a raceway that is capable of accommodating a dedicated branch circuit of the appropriate level from a building electrical service panel to the parking space, sufficient electrical capacity and physical space in the same building electrical service panel to accommodate a dual-pole circuit breaker sized to the appropriate level, and sufficient physical space at the parking space for installation of *EVSE*.

J. *EV Ready Space*: An automotive parking space that is provided with one dedicated branch circuit for *Electric Vehicle Supply Equipment* that is terminated at a receptacle, junction box, or *Electric Vehicle Supply Equipment* within the parking space.

K. *EVSE Space*: An automotive parking space equipped with a dedicated branch circuit and installed *Electric Vehicle Supply Equipment*. Level 2 *EVSE* shall be capable of supplying at least 30 amperes at 208/240 volts.

L. *Fossil Fuel*: For the purposes of this Policy, *Fossil Fuel* refers to any solid, liquid, or gaseous fuel consumed in buildings, generators, equipment, or vehicles, other than those that are sourced exclusively from a verified renewable source accepted for credit under the California Renewables Portfolio Standard. *Fossil fuels* include, but are not limited to, coal, natural gas (methane), gasoline, diesel, kerosene, and propane. All fuels are presumed to be *fossil fuels* unless proven otherwise.

M. *Fossil Fuel System*: a combination of equipment and auxiliary devices by which fossil fuel energy is transformed so it performs a specific function, such as heating, ventilation, and air conditioning (HVAC) and service water heating.

N. *Global Warming Potential* (*GWP*): The equivalent amount of carbon dioxide associated with the warming effect of a given quantity of a *GHG* expressed as CO2-equivalent (CO2e).

O. *Greenhouse Gas* (*GHG*) *Emissions*: A measure used to determine and compare the emissions of various greenhouse gases based upon their *Global Warming Potential*. Carbon dioxide equivalent (CO2e) emissions from carbon dioxide (CO2), methane (CH4), and nitrous oxide (N2O) are included. The CO2e for a gas is calculated by multiplying the weight of the gas by its associated *GWP*.

P. *Heavy Duty Vehicle*: A road vehicle with a gross vehicle weight rating of greater than 26,000 pounds.

Q. *Light Duty Vehicle*: A road vehicle with a gross vehicle weight rating of 10,000 pounds or less, such as a sedan, sport utility vehicle, pickup truck, or utility van.

R. *Level 1 Electric Vehicle Space*: A parking space, which is either *EV Capable*, *EV Ready*, or has an *EVSE* installed and which has or is designed to receive a dedicated 120 volt branch circuit with 16 or 20 ampere capacity.

S. *Level 2 Electric Vehicle Space*: A parking space, which is either EV Capable, EV Ready, or has an EVSE installed and which has or is designed to receive a dedicated 208/240 volt, 40 ampere branch circuit.

T. *Major Renovation*: A *Major Renovation* shall mean:

1. Any repaving, alteration, addition, or improvement of a parking lot or parking garage where the work area exceeds 50% of the parking area; or

2. Any repair, alteration, addition, or improvement of a building, which includes replacement of two or more of the following:

   a) HVAC unitary systems or HVAC central heating or cooling equipment serving the alteration area.

   b) 50% or more of the internal lighting fixtures in the building.

   c) 50% or more of the external lighting fixtures on the building exterior and in the parking lot.

   d) 50% or more of the area of interior surfaces in the building.

e) 50% or more of the area of the building's exterior wall envelope.

U. *Medium Duty Vehicle*: A road vehicle with a gross vehicle weight rating of between 10,001 and 26,000 pounds.

V. *New Construction*: Any newly constructed building, facility, or parking lot that has never been previously used or occupied for any purpose.

W. *On-Site Renewable Energy System*: Photovoltaic, solar thermal, geothermal, wind, hydroelectric, landfill gas, and digester gas systems used to generate energy and located on any of the following:

1. The building;

2. The property upon which the building is located;

3. An adjacent property that shares a boundary with and is under the same ownership or control as the property on which the building is located; or

4. A property that is under the same ownership or control as the property on which the building is located and is separated only by a public right-of-way from the property on which the building is located.

X. *Proposed Design*: A description of the proposed building, or portion thereof, used to estimate annual energy use and *Fossil Fuel* combustion, used as the basis for calculating the *Design Target*.

Y. *Renewable Energy System*: Photovoltaic, solar thermal, geothermal, wind, hydroelectric, landfill gas, and digester gas systems used to generate energy.

Z. *Thermal Envelope*: The basement walls, exterior walls, floors, ceilings, roofs, windows, and any other building element assemblies that enclose conditioned space or provide a boundary between conditioned space and exempt or unconditioned space.

III. Scope

A. Commencing with this Policy, all managers of City-owned and occupied buildings and facilities must take action as provided in this Policy to achieve net zero emissions. This shall be achieved in *New Construction, Major Renovation, and Energy Retrofit* projects by implementing the following strategies:

1. Prioritizing energy efficiency by achieving appropriate site *Energy Use Intensity* (*EUI*) targets;

2. Specifying electric sources for space conditioning, water heating, cooking, lighting, and all other non-emergency functions;

3. Offsetting building operational energy use with *Renewable Energy Systems*; and

4. Providing parking spaces equipped to charge *Electric Vehicles*.

B. Additionally, City departments shall develop plans for the elimination of all sources of *Fossil Fuel* combustion within their existing buildings and facilities and for the provision of vehicle chargers for all *Light Duty Vehicles* in their fleets by 2035.

C. The requirements of this Policy shall be incorporated into the terms of all new leases of City-owned buildings and land (i.e., leases where the City is the landlord) that require Council approval. Generally, San Diego Municipal Code section 22.0901 requires Council approval of a new lease if its duration will exceed three years (or will exceed ten years in the case of a telecommunications facility using wireless technology).

IV. Implementation

A. Building Efficiency

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

Table 1: Proposed Site *EUI* Targets for *New Construction* Projects

Building Type	**Site *EUI* Target for *New Construction* (kBtu/sq.ft./year)**
Community Center	20
Fire Station	28
Laboratory	160
Library	28
Medium Office (≤100,000 Sq. Ft)	20
Museum	18

Building Type	Site *EUI* Target for *New Construction* (kBtu/sq.ft./year)
Non-refrigerated Warehouse	8
Operations Yard (Vehicle service)	25
Police	45
Recreation Center	20
Refrigerated Warehouse	15
Restaurant	150
Senior Center	30
Theater	20

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

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

Table 2: Proposed Site *EUI* Targets for *Major Renovation* Projects

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

Building Type	Site *EUI* Target for *Major Renovation* (kBtu/sq.ft./yr)
Recreation Center	25
Refrigerated Warehouse	25
Restaurant	200

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

B. Zero Emission Buildings

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

   a) Exceptions:

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

      ii. Flares at landfills, wastewater plants, and similar facilities may use supplemental natural gas to the extent necessary to meet air quality regulations.

2. All *New Construction* and *Major Renovation* projects of buildings larger than 1,000 square feet shall install onsite renewable electricity generation equipment sized to match the annual average building electricity consumption. This equipment shall be installed either as part of the construction or renovation project or separately within two years of final inspection on the facility construction or renovation. *Battery Energy*

Storage Systems shall be evaluated based on their economic impact to facility operations and reliability benefits. The generation and storage equipment may be City-owned or third party-owned. Facility designs shall anticipate the addition of solar panels or other renewable generation and energy storage.

a) Exceptions:

i. The generation and storage requirement may be reduced or avoided if economic analysis indicates that the cost of installation of renewable electricity generation plus energy storage equipment at the site could not be recouped through savings, revenue under Net Energy Metering, or other available utility programs using a 20-year time horizon.

ii. The generation requirement may be reduced or avoided if existing or planned tree canopy cover makes a location unsuitable for solar power. Due to the availability of clean grid power through San Diego Community Power, opportunities for establishment of new tree canopy shall be prioritized above establishment of new onsite solar power at City facilities in cases of conflict.

3. All *New Construction* and *Major Renovation* projects shall obtain 100% of their energy, except for emergency generation, from zero-carbon or renewable sources, using one of more of the following acceptable sources:

i. *Onsite Renewable Energy System*;

ii. Directly owned off-site *Renewable Energy System*;

iii. Power purchase agreement;

iv. Zero-carbon or renewable fuel purchase agreement; or

v. 100% zero-carbon electricity rate options offered by the facility's community choice aggregator (San Diego Community Power (SDCP)) or electric utility.

a) *Onsite Renewable Energy Systems* are preferred over other acceptable zero-carbon or renewable sources.

b) Energy sources used must be 100% zero-carbon or renewable on an annual net basis. Sources for which the zero-carbon or

renewable energy generation is matched to the time of consumption are preferred.

c) The zero-carbon or renewable energy generating source shall be a source which is classified as zero-carbon under the 100% Clean Energy Act of 2018 (S.B. 100) or recognized for credit by the California Renewables Energy Portfolio Standard, such as the following: photovoltaic systems; solar thermal power plants; geothermal power plants; wind turbines; hydroelectric plants; and fuel cells, turbines, or internal combustion engines powered by landfill gas or digester gas.

d) Fuel cells, turbines, or internal combustion engines powered by renewable energy sources may use nonrenewable energy sources only for incidental or emergency use when supply of the renewable fuel is temporarily disrupted and within the limitations on nonrenewable fuel use by such facilities described in the California Renewables Energy Portfolio Standard.

e) Off-site zero-carbon or renewable energy (including electricity and fuels) delivered or credited to the facility shall be subject to a legally binding contract to procure qualifying off-site zero-carbon or renewable energy. Qualifying off-site energy shall meet the following requirements:

   i. The City shall sign a legally binding contract to procure qualifying off-site zero-carbon or renewable energy with a minimum duration of 20 years.

   ii. The generation source shall be located where the energy can be delivered to the building or facility by the same utility or distribution entity, the California Independent System Operator, or the Western Electric Coordination Council.

   iii. Exception: Purchase of 100% zero-carbon or renewable electricity from San Diego Community Power is acceptable without a long-term contract.

4. New and existing buildings and facilities, which obtain energy from onsite or off-site zero-carbon or *Renewable Energy Sources*, shall continue to use zero-carbon or renewable energy from that source or a replacement source throughout the life of the building/facility.

5. All municipal buildings and facilities not covered by the above requirements shall obtain 100% of their electricity and other energy, excluding emergency generation, from zero-carbon or renewable sources to the greatest extent feasible and cost effective as soon as is feasible, and in no case later than by 2035.

6. Projects that are not classified as *New Construction* or *Major Renovation* projects shall meet the following requirements:

   a) *Energy Retrofit* projects shall prioritize measures that result in the replacement of *Fossil Fuel Systems* used to meet space-conditioning loads and provide hot water with efficient all-electric systems.

   b) All *Fossil Fuel Systems* used for space conditioning, water heating, cooking, lighting, and all other non-emergency functions shall be replaced with all-electric systems upon the end of that system's useful life.

   c) No new *Fossil Fuel Systems* used for space conditioning, water heating, cooking, lighting, or any other non-emergency function shall be installed.

C. Electric Vehicle Charging

1. *New Construction* and *Major Renovation* projects with parking facilities for passenger and *Light Duty Vehicles* shall include *Electric Vehicle* charging infrastructure that meets the following requirements:

   a) The parking facility shall include sufficient reserved parking spaces for the number of City-owned *Light Duty Vehicles* expected to be parked there overnight. *Light Duty Vehicle* fleet spaces shall be made *EV Ready Spaces* at the time of construction in a manner consistent with the approved light fleet charging plan for the facility. In absence of an approved charging plan, all parking spaces designated for overnight parking of City-owned *Light Duty Vehicles* shall be *Level 2 EV Ready Spaces*.

b) At newly constructed buildings, parking lots, or parking garages, at least 50% of parking spaces not designated for City-owned vehicles shall be *EV Capable Spaces*, *EV Ready Spaces*, or *EVSE Spaces*.

   i. *EV* spaces accessible to the public or to employee private vehicles shall be connected to a separate electric panel and meter other than the panel and meter used for the City building and fleet charging.

   ii. *Direct Current Fast Chargers* of 50 kilowatt capacity or greater may be substituted for *Level 2 EV Capable Spaces* at up to 40% of parking spaces not designated for City-owned vehicles, with one parking space with *DCFC* installed counting as equivalent to five *Level 2 EV Capable Spaces*.

c) The electrical panel that contains the physical space to accommodate the future installation of circuit breakers for *EV Capable Spaces* shall have sufficient electrical capacity to provide no less than 3.3 kilowatts per *EV Capable Space* and no less than required by state code.

d) On a case-by-case basis where there is insufficient utility-side electrical supply to meet the above requirements, the number of *EV* spaces not designated for City-owned vehicles may be reduced to the amount which can be accommodated by the supply. If there is not sufficient electrical supply for the facility's planned allocation of City-owned vehicles, adequate supply must be created or the number of City-owned vehicles allocated to the lot must be reduced.

e) At large parking lots primarily used for special event overflow parking or where a large proportion of spaces are normally not occupied, the EV charging requirements may be calculated based on the number of spaces to be regularly occupied rather than the entire lot. Such reductions shall be done on a case-by-case basis and each case shall require approval by the Sustainability and Mobility Department Director or their designee.

D. GHG Emissions Reporting

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

a) Prior to submission of final building permit, the architect or engineer of record shall submit a GHG Emissions Compliance report to the Sustainability and Mobility Department Director or their designee that includes:

i. Documentation of the applicable energy efficiency requirements under this Policy and energy modeling documentation that the *Proposed Design* meets the *Design Target*.

ii. An inventory of all *Fossil Fuel* consuming appliances and equipment and confirmation that space conditioning, hot water heating, and other non-exempt energy-consuming needs are met with all-electric systems and appliances.

iii. An estimate of the annual *GHG Emissions* associated with the project. The estimate shall be made in accordance with ASHRAE Standard 105, Section 7 using GHG emissions factors published by the EPA.

iv. A renewable energy assessment that identifies the zero-carbon or renewable energy sources that will be used to meet the energy needs of the building or facility.

E. Fossil Fuel Elimination Plans

1. By May 1, 2023, all AMD shall submit a *Fossil Fuel* equipment inventory to the Mayor or City Manager which shall include:

a) An inventory of each facility's *Fossil Fuel Systems*, their install dates, and the useful life remaining for those systems.

b) Any known or anticipated equipment-specific obstacles that would prevent replacement with electric equipment.

2. By January 1, 2024, all AMDs shall submit a detailed *Fossil Fuel* elimination plan to the Mayor or City Manager that identifies and prioritizes the strategies needed to eliminate *Fossil Fuel* combustion within each facility by 2035. This plan shall include:

   a) The necessary actions, funding, and investments needed to eliminate Fossil Fuel Systems;

   b) A timeline for substantial alterations and system replacement efforts;

   c) Priority actions for system replacement efforts that have the greatest potential return on investment based on cost analysis that includes the cost of carbon emission impacts;

   d) Demonstration that the plan achieves at least a 33% reduction of the department's direct *GHG Emissions* from *Fossil Fuel* combustion relative to 2019 levels by January 1, 2028; 55% reduction by January 1, 2030; 67% reduction by January 1, 2031; and 100% reduction by January 1, 2035; and

   e) Potential locations for the installation of *On-Site Renewable Energy Systems*.

3. All AMDs shall submit a report by January 1, 2025, to the Mayor or City Manager and each year thereafter documenting their progress made in *Fossil Fuel* elimination. This annual report shall include an update to the *Fossil Fuel* elimination plan reflecting documented progress and remaining work.

F. Fleet Charging Plans

1. By January 1, 2024, all AMDs shall submit a detailed light fleet charging plan to the Mayor or City Manager.

2. By January 1, 2026, all AMDs shall submit a detailed medium and heavy fleet charging plan to the Mayor or City Manager.

3. The fleet charging plans shall identify prospective charging locations for all City-owned vehicles which park overnight at each facility, which the respective AMD manages, in order to support electrification of all City-owned *Light Duty Vehicles* and 75% of City-owned *Medium Duty Vehicles* and *Heavy Duty Vehicles* by 2035. For each facility, these plans shall include:

a) A list of all City-owned vehicles which use the facility as their primary parking location or otherwise use the facility as an overnight parking location. The list shall include the AMD's vehicles as well as any vehicles from other departments that normally park at the facility.

b) An estimate of the daily mileage and charging requirement of each vehicle, assuming all *Light Duty Vehicles* are replaced with an equivalent *Electric Vehicle*.

c) An assessment of the number and type of chargers most suitable for the location, considering both vehicle usage needs and cost.

   i. The quantity shall support electrification of all vehicles based at the facility.

   ii. By default, plans should assume one *Level 2* charging port per *Light Duty Vehicle*.

   iii. For *Light Duty Vehicles* with modest daily mileage and charging requirements, plans may specify a single *Level 2* charger to be shared between multiple *Electric Vehicles* or use *Level 1* chargers.

   iv. If *EV* chargers will be shared, the plan shall specify how sharing will be managed, such as by assigning alternating days.

d) A map of the facility, which indicates the proposed charging locations, the location of the electric panel, and any additional panel or subpanel to be used.

e) An estimation of the quantity of circuits and length of conduit required to be installed, the required and available capacity in the electrical panel, whether an *Automated Load Management System* should be used, and whether panel upgrades are required.

f) An estimate of the cost to install the specified chargers.

4. Each AMD's medium and heavy fleet charging plan shall include an option and timeline to achieve 100% electrification, going beyond the initial 75% target.

5. Departments shall additionally submit a list of all vehicles owned or operated by their department, as well as additional vehicles anticipated to be acquired, which indicates the vehicle's assigned parking location and which facility fleet charging plan will accommodate the vehicle. Departments shall ensure that any of their vehicles which park on a facility managed by a different AMD are included in the relevant charging plan. Departments shall include a plan to provide charging to any of their vehicles which currently park at a location not owned and operated by the City.

6. All AMDs shall submit a report by January 1, 2025, to the Mayor or City Manager and each year thereafter documenting their progress made in installing vehicle chargers for their department's fleet. This annual report shall include an update to the fleet charging plans reflecting documented progress and remaining work.

G. Leased Properties

1. The requirements of this Policy for buildings and facilities shall be incorporated into all new leases of City-owned property with an effective date of January 1, 2024, or later that require Council approval. The lease language shall apply the requirements to all leased buildings and land.

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

H. Exemptions

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

I. Effective Date

1. This Policy shall apply in full to *New Construction* and *Major Renovation* projects for which a design contract is issued 120 days or greater after the passage of the Policy or for which in-house design or planning begins after final passage of the Policy.

2. Any *New Construction* or *Major Renovation* project which does not have a 30% design completed and approved by the City prior the final passage of this Policy shall be designed and built with no Fossil Fuel Systems, excepting the emergency or backup uses permitted by the Policy.

3. All other portions of this Policy, including portions related to operation of existing buildings and replacement of building equipment, shall take effect 120 days after final passage of the Policy.

REFERENCES:

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

HISTORY:

EXHIBIT D

REQUIRED AND RECOMMENDED LEED POINTS

Exhibit D- Required Recommended LEED points

LEED v5 for Building Design and Construction: New Construction

Project scorecard

Yes	Maybe	No			
			Integrative Process, Planning and Assessments (IP)		**1**
Y			IPp1	Climate Resilience Assessment	Required
Y			IPp2	Human Impact Assessment	Required
Y			IPp3	Carbon Assessment	Required
			IPc1	Integrative Design Process	1
			Location and Transportation (LT)		**15**
			LTc1	Sensitive Land Protection	1
1			LTc2	Equitable Development	2
1			LTc3	Compact and Connected Development	6
2			LTc4	Transportation Demand Management	4
2			LTc5	Electric Vehicles[1]	2
			Sustainable Sites (SS)		**11**
Y			SSp1	Minimize Site Disturbance	Required
1	1		SSc1	Biodiverse Habitat	2
		X	SSc2	Accessible Outdoor Space	1
			SSc3	Rainwater Management	3
1	1		SSc4	Enhanced Resilient Site Design	2
1	1		SSc5	Heat Island Reduction	2
1			SSc6	Light Pollution Reduction	1
			Water Efficiency (WE)		**9**
Y			WEp1	Water Metering and Reporting	Required
Y			WEp2	Minimum Water Efficiency	Required
1			WEc1	Water Metering and Leak Detection	1

2	2	WEc2	Enhanced Water Efficiency	8
		Energy and Atmosphere (EA)		**33**
Y		EAp1	Operational Carbon Projection and Decarbonization Plan	Required
Y		EAp2	Minimum Energy Efficiency	Required
Y		EAp3	Fundamental Commissioning	Required
Y		EAp4	Energy Metering and Reporting	Required
Y		EAp5	Fundamental Refrigerant Management	Required
5		EAc1	Electrification[2]	5
	2	EAc2	Reduce Peak Thermal Loads	5
2	4	EAc3	Enhanced Energy Efficiency	10
3	2	EAc4	Renewable Energy[2]	5
4		EAc5	Enhanced Commissioning[1]	4
	1	EAc6	Grid Interactive	2
	1	EAc7	Enhanced Refrigerant Management	2
		Materials and Resources (MR)		**18**
Y		MRp1	Planning for Zero Waste Operations	Required
Y		MRp2	Quantify and Assess Embodied Carbon	Required
1	1	MRc1	Building and Materials Reuse	3
1	1	MRc2	Reduce Embodied Carbon	6
1	1	MRc3	Low-Emitting Materials	2
	1	MRc4	Building Product Selection and Procurement	5
1	1	MRc5	Construction and Demolition Waste Diversion	2
		Indoor Environmental Quality (EQ)		**13**
Y		EQp1	Construction Management	Required
Y		EQp2	Fundamental Air Quality	Required
Y		EQp3	No Smoking or Vehicle Idling	Required
	1	EQc1	Enhanced Air Quality	1
	2	EQc2	Occupant Experience	7
1		EQc3	Accessibility and Inclusion[2]	1
	1	EQc4	Resilient Spaces	2
1	1	EQc5	Air Quality Testing and Monitoring[1]	2

			Project Priorities (PR)		**10**
	1		PRc1	Project Priorities	9
	1		PRc2	LEED AP[1]	1
33	**27**	**0**	**Total**	**Possible Points:**	**110**

[1] This point is required for the Ocean Beach Library Expansion Project
[2] This is required by ZEMBOP and current City of San Diego standards, and shall be prioritized and provided at an appropriate level to the maximum extent feasible within the Design-Builder's design.

The points listed in the table represent a highly achievable path toward LEED Silver certification
The Design-Builder is responsible for providing the final point breakdown to achieve at least LEED Silver certification

Based on LEED V5, Design Builder to adjust/confirm V5 requirements to the maximum extent feasible within the Design

Builder's design.

EXHIBIT E

THIRD-PARTY OWNED ELECTRIC VEHICLE SERVICE EQUIPMENT (EVSE) DELIVERY ON ENGINEERING & CAPITAL PROJECTS DEPARTMENT (E&CP) PROJECTS

Third-Party Owned Electric Vehicle Service Equipment (EVSE) Delivery on Engineering & Capital Projects Department (E&CP) Projects

Introduction/Preliminary Design

1. E&CP to alert the Department of General Services Energy Division (DGS-Energy) Zero Emissions Vehicles (ZEV) Team (zev@sandiego.gov) of any new/current project with, or adjacent to, a City-owned parking lot.
    a. This will initiate coordination with EVerged (third-party EVSE vendor responsible for financing, permitting, installing, operating, and maintaining all publicly facing EVSE on City property) to help integrate EVSE into project design.
    b. Include any design documents, project scope, schedule, etc. in preliminary communications.
2. E&CP to contact DGS-Energy ZEV Team (zev@sandiego.gov) three weeks in advance, to schedule time on standing design and construction meetings, held every Thursday from 9:00 – 10:00 am.
    a. Included in the meeting are representatives from E&CP, project designer (Designer) (if applicable), EVerged, DGS-Energy ZEV Team, Asset Managing Department (AMD) (if applicable), and others as appropriate to discuss project, expectations, and next steps.
    b. EVerged to review provided project documents in advance of design and construction meeting. Preliminary EVSE rough design recommendations will be discussed.

Design Phase/Permitting

3. E&CP to include EVerged and DGS-Energy ZEV Team in project coordination meetings with Designer to ensure all parties are engaged/informed on the most current design layout.
    a. Marcia Degnan, mdegnan@everged.com
    b. David Lacombe, dlacombe@baker-electric.com
    c. Brieann O'Flaherty, brieann@teamccs.com
    d. Fiona Anderson, fanderson@baker-electric.com
    e. Andrew Lizardi, alizardi@baker-electric.com
4. EVerged to calculate and provide to E&CP, Designer, and DGS-Energy ZEV Team total proposed EVSE counts for the project, distinctly identifying code-compliant minimum EVSE requirement counts and anticipated additive EVSE counts.
5. Designer to submit Design plans to SDG&E, including the EVSE design.
6. Designer to submit Design plans to the California Coastal Commission, including EVSE design, if applicable. Environmental determination must be included as part of CCC permit submittal.
7. Designer submits 100% Design plans without EV plan set for permit to Development Services Department (DSD).
8. Designer incorporates final comments from DSD into Final Design permit package and provides to EVerged.
9. EVerged submits EVSE plans for EVSE permit to DSD linked to Designer final permitted plans.

Contracting (Design-Bid-Build) (Contracting for Design-Build takes place prior to 'Introduction/Preliminary Design')

10. E&CP and the Office of the City Attorney to include language enabling EVerged authority to design EVSE components of the project and to work on the construction site to perform EVSE

related tasks in procurement documents and executed contract. This work should align with, and occur concurrently to, other construction to minimize delays in project completion or building occupancy and reduce overall project costs.

11. E&CP and CAO to include in procurement documents and executed contract a responsibility matrix that clarifies expectations for a contractor to work with EVerged.

Construction

12. Contractor will include EVerged in the construction kick-off meeting to ensure EVerged can work on EVSE design and construction concurrently with the City's prime contractor.
13. Contractor to include EVSE components and equipment in construction staging plans.
14. Contractor to coordinate with EVerged early and often, to include EVSE components in the anticipated construction schedule, to be coordinated with EVerged early and as timelines shift.
15. Contractor to ensure a separate and safe work area for EVerged in their proposed construction zone.
16. EVerged to install EVSE equipment per the agreed-upon schedule.
17. EVerged to inform the contractor on progress and when work is complete.
18. EVerged to work with DSD and SDG&E to energize and close permits for the EVSE portion of work.

ATTACHMENT B

RESERVED

ATTACHMENT C

EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

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

B. GENERAL.

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

C. DEFINITIONS.

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

b) **Emerging Local Business Enterprise (ELBE)** - A Local Business Enterprise that is also an Emerging Business Enterprise.

c) **Minority Business Enterprise (MBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

d) **Women Business Enterprise (WBE)** - A certified business that is at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

e) **Disadvantaged Business Enterprise (DBE)** - a certified business that is at least fifty-one percent (51%) owned by socially and economically disadvantaged individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners.

f) **Disabled Veteran Business Enterprise (DVBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.

g) **Other Business Enterprise (OBE)** - Any business which does not otherwise qualify as a Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

h) **Small Business Enterprise (SBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for SBEs on an annual basis and adjust as necessary to reflect

changes in the marketplace. A business certified as a Micro Business (MB) or a Disabled Veteran Business Enterprise (DVBE) by the State of California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. **Nondiscrimination in Contracting Ordinance.**

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

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

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

b) **Disclosure of Discrimination Complaints.** As part of its Bid or Proposal, you shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against you in a legal or administrative proceeding alleging that you discriminated against your employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

c) Upon the City's request, You agree to provide to the City, within 60 Calendar Days, a truthful and complete list of the names of all Subcontractors and Suppliers that you have used in the past 5 years on any of your Contracts that were undertaken within the San Diego County, including the total dollar amount paid by you for each Subcontract or supply Contract.

d) You further agree to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. You understand and agree that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against you up to and including contract termination, debarment, and other sanctions for the violation of the provisions of the

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05) within 10 Working Days after receipt by the Bidder to the City for approval as specified in the Notice of Intent to Award letter.

3. The selected Bidder shall submit an Equal Employment Opportunity Plan if a Work Force Report is submitted and if the City determines that there are under-representations when compared to County Labor Force Availability data.

4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:

   a) You shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all Sites and in all facilities at which your employees are assigned to Work.

   b) You shall review your EEO Policy annually with all on-Site supervisors involved in employment decisions.

   c) You shall disseminate and review your EEO Policy with all employees at least once a year, post the policy statement and EEO posters on all company bulletin boards and job sites, and document every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.

   d) You shall review, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintain written documentation of these reviews.

   e) You shall discuss your EEO Policy Statement with Subcontractors with whom you anticipate doing business, including the EEO Policy

Statement in your Subcontracts, and provide such documentation to the City upon request.

f) You shall document and maintain a record of all Bid solicitations and outreach efforts to and from Subcontractors, contractor associations, and other business associations.

g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.

h) You shall disseminate your EEO Policy to union and community organizations.

i) You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.

j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.

k) You shall maintain a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.

l) You shall encourage all present employees, including people of color and women employees, to recruit others.

m) You shall maintain all employment selection process information with records of all tests and other selection criteria.

n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.

o) You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.

p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

F. SUBCONTRACTING.

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you,

your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBEs, and OBEs.

2. For Subcontractor participation level requirements, see the Contract Documents where applicable.

3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:

   a) "Field Orders" and "City Contingency" Bid items.

   b) Alternate Bid items.

   c) Allowance Bid items designated as "EOC Type II".

4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.

5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.

2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or $10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).

3. 3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.

4. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.

2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101 with a copy to the Engineer.

3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.

4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.

5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.

6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.

7. A Contractor whose Bid is accepted shall not:

    a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or it's duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:

        i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.

        ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.

        iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.

        iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.

        v. When you demonstrate to the City or it's duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.

        vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.

        vii. When the City, or it's duly authorized officer, determines that the Work performed by the listed Subcontractor or that the

materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.

viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.

ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.

b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or it's duly authorized officer.

c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or $10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.

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

I. PROMPT PAYMENT.

1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.

2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual,

administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

1. The City will hold retention from you and will make prompt and regular incremental acceptances of portions, as determined by the Engineer, of the Work and pay retention to you based on these acceptances.
2. You or your Subcontractors shall return all monies withheld in retention from a Subcontractor within 30 Calendar Days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by the City.
3. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 Calendar Days may take place only for good cause and with the City's prior written approval. Any violation of this provision by you or your Subcontractor shall subject you or your Subcontractor to the penalties, sanctions, and other remedies specified in §7108.5 of the Business and Professions Code.
4. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a Subcontractor.

K. CERTIFICATION.

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

L. CONTRACT RECORDS AND REPORTS.

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each

Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.

3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):

   Monthly Payment. You shall submit Monthly Payment Reporting by the 10th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.

4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager and Office of Labor Standards & Enforcement (OLSE) Prevailing Wage Unit prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

ATTACHMENT D

ECONOMIC DEVELOPMENT INITIATIVE (EDI) COMMUNITY PROJECT FUNDING (CPF) GRANT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

AND CALIFORNIA STATE LIBRARY

FUNDING AGENCY PROVISIONS

IN THE EVENT THAT THESE REQUIREMENTS CONFLICT WITH THE CITY'S GENERAL EOC REQUIREMENTS, THE FUNDING AGENCY'S REQUIREMENTS WILL CONTROL.

1. MONTHLY EMPLOYMENT UTILIZATION REPORTS:

1.1. Refer to GENERAL EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS, CONSTRUCTION CONTRACTOR REQUIREMENTS at Equal Opportunity Contracting | City of San Diego Official Website (or See Attachment C, Equal Opportunity Contracting Program) and the following:

1. Federal and Non-Federal Work in San Diego County. Submit an updated list only if work is complete or new contracts have been awarded during the span of this project.

2. FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:

2.1. Minimum wage rates for this project have been predetermined by the Secretary of Labor and are set forth in the Decision of the Secretary and bound into the specifications book. Should there be any difference between the state or federal wage rates, including health and welfare funds for any given craft, mechanic, or similar classifications needed to execute the Work, it shall be mandatory upon the Contractor or subcontractor to pay the higher of the two rates.

2.2. The minimum wage rate to be paid by the Contractor and the Subcontractors shall be in accordance with the Federal Labor Standards Provisions (see pages below) and Federal Wage Rates (see Wage Rates below) and General Prevailing Wage Determination made by the State of California, Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1, whichever is higher.

3. 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.

3.1. 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.

3.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at

http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

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

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

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

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

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

3.5. **Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of $25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.

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

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

3.8. **Labor Compliance Program**. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at PrevailingWage@sandiego.gov.

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

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

3.9.2. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

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

works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

3.11. List of all Subcontractors. The City may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Agreement at any time during performance of this contract, and Contractor shall provide the list within ten (10) working days of the City's request. Additionally, Contractor shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Contractor until at least 30 days after this information is provided to the City.

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

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

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

3.12.3. List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 8.11 above. (Labor code section 1773.

4. CONFLICTS OF INTEREST

i. Conflicts Subject to Procurement Regulations. In the procurement of property or services by recipients and subrecipients, the conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c) shall apply. In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), recipients and subrecipients must follow the requirements contained in paragraphs ii-v below.

ii. General prohibition. No person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in- laws of a covered person.

iii. Exceptions. HUD may grant an exception to the general prohibition in paragraph (ii) upon the recipient's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the recipient's program or project, taking into

account the cumulative effects of the factors in paragraph (v).

iv. Threshold requirements for exceptions. HUD will consider an exception only after the recipient has provided the following documentation:

a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

b. An opinion of the recipient's attorney that the interest for which the exception is sought would not violate state or local law.

v. Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

b. Whether an opportunity was provided for open competitive bidding or negotiation;

c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

vi. Disclosure of potential conflicts of interest. Recipients must disclose in writing to your CPF Grant Officer any potential conflict of interest.

5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968:

5.1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

5.2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development

set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

5.3. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

5.4. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5.5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors and Subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

6. FEDERAL LABOR STANDARD PROVISIONS:

***HUD-4010 (Revision 06/2022) ref. Handbook 1344.1 (Previous editions are obsolete)**

a. APPLICABILITY. The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon

Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235- 0023.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235- 0023.)

(d) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis- Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(a) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/forms or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit

the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon

request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

(6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (10) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

(7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR

5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its

subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

(9) Certification of Eligibility.

(i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

(10) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

b. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this

paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

c. **HEALTH AND SAFETY.** The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

7. AGENCY SPECIFIC PROVISIONS:

7.1. **FEDERAL AWARD CONDITIONS**. Contractor must comply with the following federal conditions:

7.1.1. **COPYRIGHT AND PATENT:** Federal Agency has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed pursuant to this Agreement. Where an invention is made with

Project Funds, Federal Agency retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by Contractor. Contractor must utilize the Interagency Edison extramural invention reporting system at http://iEdison.gov and shall notify the recipient when an invention report, patent report, or utilization report is filed.

7.1.2. Federal Lobbying Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over $100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110. The Contractor certifies to the best of its knowledge and belief that:

a No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the recipient.

The Contractor shall require this certification from all parties to any contract or agreement that the recipient enters into and under which the Recipient incurs costs for which it seeks disbursements under this Agreement.

7.1.3. PROCUREMENT PROHIBITIONS UNDER SECTION 306 OF THE CLEAN AIR ACT AND SECTION 508 OF THE CLEAN WATER ACT, INCLUDING EXECUTIVE ORDER 11738, ADMINISTRATION OF THE CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT WITH RESPECT TO FEDERAL CONTRACTS, GRANTS, OR LOANS; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, Contractor may not procure goods, services, or materials from suppliers excluded under the Federal System for Award Management: http://www.sam.gov/.

7.1.4. TELECOMMUNICATIONS. The Contractor certifies that no Project Funds will be used on:

a. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

b. Telecommunications or video surveillance services produced by such entities;

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or

d. Other telecommunications or video surveillance services or equipment in violation of 2 CFR 200.216.

7.1.5. RUSSIAN SANCTIONS. The Contractor represents that the Contractor is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Contractor is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf and the sanctions identified on the United States Department of the Treasury website (https://ofac.treasury.gov/recent- actions/20140912).

The Contractor is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars ($5,000,000) or more.

For Contractors and subcontractor with an aggregated agreement value of Five Million Dollars ($5,000,000) or more with the State of California, the Contractor is required to report to the City on an annual basis to include, but is not limited to, information related to

steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;

2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and

3. Direct support to the government and people of Ukraine.

7.1.6. AWARD TERM AND CONDITION REGARDING TRAFFICKING IN PERSONS

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not:

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

- Associated with performance under this award; or

- Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR

Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity;

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

- A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
- A for-profit organization.

4. "Severe forms of trafficking in persons", "commercial sex act", and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

7.1.7. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the

race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

7.1.8. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

7.1.9. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

8. CALIFORNIA STATE LIBRARY GRANT REQUIREMENTS

8.1. License to Use: The State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and

b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

ATTACHMENT E

SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").

2. The **2021 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:

   a) General Provisions (A) for all Construction Contracts.

   b) General Provisions (B) for Design-Build and Multiple Award Construction Contracts.

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

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

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

Holiday	Observed On
Juneteenth	June 19

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

Normal Working Hours: Normal Working Hours shall be **8:00 AM to 4:00 PM, Monday through Friday**, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

SECTION 2 - SCOPE OF THE WORK

2-2 PERMITS, FEES, AND NOTICES. To the "WHITEBOOK", ADD the following:

2. The Contractor will obtain the following permits:

   a) Building Permit

   b) SDGE Permit

3. All permits will be identified and obtained by the Design-Builder.

2-2.3 Payment. To the "WHITEBOOK", ADD the following:

3. The allowance item for **"Building Permit (EOC Type I)"** shall include all required permits and any associated fees.

4. The allowance items for **"Utility Fees - Dry Utilities (EOC Type I)"** and **"Utility Fees - Wet Utilities (EOC Type I)"** shall include costs associated with dry utilities fees but not limited to SDG&E service orders, as well as wet utilities fees including water and sewer connection fees and any fees from Development Services Department (DSD).

SECTION 3 – CONTROL OF THE WORK

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

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

3-4 **AUTHORITY OF THE BOARD AND THE ENGINEER.** To the "WHITEBOOK", ADD the following:

4. See **Appendix J - Sample Contractor Performance Evaluation (CPE) Form**.

3-7.6.1 **Use of Computer Aided Drafting and Design.** To the "WHITEBOOK", Item 1, DELETE in its entirety and SUBSTITUTE the following:

1. Use AutoCAD for the preparation of Plans and As-Built drawings in accordance with the City's CADD Standards.

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

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:

   a) Geotechnical Evaluation Report dated February 8, 2024 by Spurlock.

6. The reports listed above are available for review at the following link:

https://ecpfiles.sandiego.gov/CIP_Contracts/K-26-2391-DB2-3/Original%20Solicitation%20Files.zip

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

3-10 **SURVEYING (DESIGN-BUILD).**

3-10.1 **General.**

1. You shall provide all required site layout not specified in this section.

2. Unless surveying services are provided by the City, only the Design Firm, not the Contractor, shall be allowed to hire a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State

of California to provide all surveying services needed for the design, and if requested by the City, also for the construction activities required for the completion of the Project. Surveying services include, but are not limited to: land, aerial, topographic and construction.

3. If requested by the City, the Design Firm shall submit a letter to the City's Project Manager identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the design and/or construction phase survey services for the Project.

4. Where applicable, notify the City in writing at least 2 Working Days prior to requesting survey services to be provided by the City.

5. The Design Firm is responsible for performing and meeting the accuracy of surveying standards adequate for design and construction through the Design Firm's Licensed Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.

6. Standards and pertinent Engineering & Capital Projects Department Engineering Deliverable specifications.

   https://www.sandiego.gov/ecp/edocref/drawings

7. All Survey Services and deliverables which reveal non-compliance with the requirements of the Construction Documents and standards shall be corrected as deemed necessary by the City at the Design-Builder's expense.

8. Where Survey Services are provided by the City, all construction survey stakes, control points, and other survey related marks shall be preserved for the duration of the Project. If any construction survey stakes, control points, or other survey related marks are lost or disturbed and need to be replaced, such replacement shall be performed at the Design-Builder's expense.

9. The City's Land Survey Section (LSS) shall be notified a minimum of 2 Working Days (large projects may require more) before any ground is to be disturbed within the City of San Diego (concrete, asphalt, or dirt). The LSS may need to inspect the site and provide monumentation information.

3-10.2 Monument Perpetuation.

1. Monument Perpetuation, including mark-outs, will be performed by the City Public Works Engineering Support & Technical Services Division's (ES&TS), Land Survey Section (LSS), unless otherwise noted. You are responsible for requesting the coordination of these services.

2. If at any time a monument will be destroyed or covered, such monument shall be perpetuated in accordance with state law. Inform the LSS, via project

Resident Engineer, if any monument will be destroyed or covered during any construction activity.

3-10.3 Line and Grade.

1. The Work shall conform to the lines, elevations, and grades shown on the Plans. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the City's PM. In the absence of such report, the Surveyor shall be responsible for any error in the grade of the Work.

2. Grades for underground conduits will be set at the surface of the ground. The Design-Builder shall transfer them to the bottom of the trench.

3-10.4 Topographic and Monument Survey – Preliminary Design.

1. Topographic field survey shall include all existing ground surface topography, fencing, hardscape, utilities, roadway surface, and curb returns within the delineated mapping limit. Monument survey shall include the sufficient collection of existing record survey monuments to perform right-of-way (ROW) analysis along within subject mapping limits.

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

   https://www.nsps.us.com/page/ALTANSPSStandards

3. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per Record of Survey Map No. 14492 (ROS 14492). It is required to tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three mile radius. Horizontal control measurements shall be collected in conformance with the local standard of practice.

4. Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (*) in the City Benchmark book are not to be used together for Vertical Control – common adjustment sets are to be used.

5. All topographic field survey data shall be collected using conventional survey methods utilizing total station instrumentation.

6. Deliverables.

   a) Horizontal and Vertical Control.

      i. Completed Calibration sheet as provided indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.

b) Field Data.

i. Data collected as points and break lines to define a proper DTM if requested outside of aerial mapping.

ii. Includes utilities collected on surface as required.

iii. Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.

iv. Includes record monument points.

v. Data collector project files.

vi. Raw (unedited) data file.

vii. Project file.

viii. Point comma delimited text file formatted.

c) Topography.

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

- The contours produced from the surface digital terrain model (dtm) shall meet or exceed ASPRS 90 standards where 68% (1σ) of the contours tested fall within 1/3 contour interval. Any point tested that is more than 3σ out shall be regarded as a blunder. These standards closely parallel the familiar National Map Accuracy Standards.

d) Records Research.

i. All public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.

- City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
- After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.

e) Survey Monument Measurements.

i. All found monuments located within, or near, the survey limits shall be searched and measured. Sufficient additional monuments to control all boundaries extending from the survey limits shall be tied (i.e. block corners, Points of Curve

etc.) to the next available survey monument past the survey limits.

- All Monuments found shall be described with details as to what was found along with identifying number.

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

1. The monument survey, for each designated site, shall be of sufficient coverage and quality for a Right-of-Way boundary analysis performed and provided in conformance with City CADD standards.

2. Surveyor shall deliver to the City all requested survey information and CADD data, as specified below, upon completion of the Monument Survey and Boundary Analysis.

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

   https://www.nsps.us.com/page/ALTANSPSStandards

4. Field monument survey to be performed and provided in conformance with City CADD standards.

5. Field Measurements shall be collected in conformance the local standard of practice.

6. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet units, per City of San Diego Record of Survey Map No. 14492 (ROS 14492). All Project survey control shall be based upon field-tied measurements to a Horizontal First Order monument as shown on ROS 14492. Where existing First Order monument cannot be recovered or located within a 3-mile radial distance from the project site a Horizontal Second-Order Monument may be used as Project survey basis. The Project vertical control datum shall be based on NGVD29 per benchmarks identified in the City of San Diego Vertical Control Bench Book (Bench Book). All Project benchmarks shall be selected from a common Bench Book source group:

   a) Benchmarks with elevations updated per U.S.C.G.S adjustment of 1970, identified with an asterisk (*).

   b) Benchmarks not adjusted per the 1970 adjusted values (non-asterisked identifiers).

7. Deliverables.

a) Horizontal and Vertical Control.

i. Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.

b) Field Data.

i. Complete, Correct CADD file in conformance with City CADD Standards and industry standards.

- Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
- Includes Monument points covering the area of work.

ii. Data collector project files.

- Raw (unedited) data file.
- Project file.
- Point comma delimited text file.

c) Records Research.

i. If requested, all public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.

ii. City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.

d) Boundary Ties

i. All monuments within the survey limits shall be searched and tied if found. Sufficient additional monuments to control all boundaries extending from the survey limits shall be tied (i.e. Block Corners, Points of Curve etc.) to the next available survey monument past the survey limits.

- All Monuments found shall be described details as to what was found along with identifying number.

3-10.6 Field Monument Survey and Topographic Utility Survey.

1. The right-of-way monumentation survey data shall be provided to the City.

2. Surveyor shall perform a right-of-way monument survey and existing utility survey (locating feature centers). Surveyor shall also collect ground surface topography over any aerial obscured areas.

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

   https://www.nsps.us.com/page/ALTANSPSStandards

4. Field Measurements shall be collected in conformance with the local standard of practice.

5. Project Horizontal and Vertical Control.

   a) The Horizontal and Vertical Control for this project shall be based on the same datum, basis of bearing, calibration and benchmark as used for the Aerial Survey.

   b) Horizontal Control Shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per ROS 14492. It is required to tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three mile radius.

   c) Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (*) in the City Benchmark book are not to be used together for Vertical Control – common adjustment sets are to be used.

   d) If adjacent City projects have been found and are included in the research packages, measurements to a minimum of 3 common control or ROW points shall be made for evaluation and consistency between projects. These projects can be used for establishing common horizontal or vertical control, joining or adding to existing data, and/or as an inventory of survey monuments for search purposes.

6. Deliverables.

   a) Horizontal and Vertical Control.

      i. Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey. The horizontal and vertical control shall be set by the Surveyor that's issued the first Notice to Proceed.

   b) Field Data.

      i. Data collected as points and break lines to define a proper DTM beyond the identified mapping limits if requested.

ii. Include utilities collected on surface as required.

iii. Include horizontal control points from ROS 14492 to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.

iv. Include Monument points covering the area of work.

v. Data collector project files.

- Raw (unedited) data file.
- Project file.
- Point data text file in "comma delimited format".

vi. CADD File.

- A digital design file displaying all field work, existing right-of-way monuments, and utility feature data per City CADD standards. The design file shall be complete, correct, and free of duplicate elements.
- The following data shall be included in the electronic mapping file: Name of Design/Engineering Firm and/or Surveyor doing the project, Company Logo (if available), Name of project, Work order number, Date & Scale.
- Include right-of-way monument elements.
- Use appropriate levels and attributes for all elements to meet City of San Diego CADD Standards.

c) Topography

i. Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) as a result of the geometry report of the final .ALG file.

ii. Use appropriate levels and attributes for all elements to meet City of San Diego CADD Standards.

d) Records Research.

i. If requested, all public or private records acquired to assist with right-of-way monument collection.

ii. City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.

iii. After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.

e) Right-of-Way Monument Survey Locations

i. All monuments within the survey limits shall be searched and located if found. Sufficient additional monuments to control all boundaries extending from the survey limits shall be located to facilitate LSS ROW Mapping (i.e. block corners, points of curve, and etc.).

- All found survey monuments shall describe the character and identifying reference marks.
- City survey notes and City drawings can be provided, as applicable.

3-10.7 Construction Survey/Staking.

1. Construction staking surveying shall be performed with the standards customarily adhered to by an experienced and competent land surveying firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City is required, it is understood to be general approval only and shall not relieve the Design Firm of their responsibility to comply with all applicable laws, codes, and good consulting practices.

2. Field Measurements shall comply with the local standards of practice. All construction staking with a gradient of less than 1.5% shall be performed by a total station survey instrument. Gradients less than 0.2% shall require a level run prior to construction, and all said services shall be performed by the Surveyor.

3. The following are minimum requirement guidelines for various types of staking:

a) Limits of work 50-foot maximum interval.

b) Limits of Demolition 50-foot maximum interval.

c) Rough grade stakes 50-foot maximum interval.

d) Finish grade stakes 50-foot maximum interval.

e) Slope staking at 50-foot maximum interval.

f) Contour staking @ 50-foot maximum interval.

g) Curb stakes with offset to face of curb, and grade to top of curb with 50-foot maximum interval.

h) Storm drain at 50-foot maximum interval where grade exceeds 1%.

i) Sewer lines at 50-foot maximum interval where grade exceeds 1%.

j) Water lines at 50-foot' maximum interval offset to near curb face (no grades – minimum cover).

k) Dry utilities at 50-foot maximum interval where grade exceeds 1%.

l) Construction staking involving horizontal and vertical curves shall be staked at 25-foot maximum intervals, and further densification for deltas on applicable curb returns and pipe joints.

m) Storm Drain inlet stakes shall be on face of curb produced, and on string line grade.

n) Walls staked at footing breaks, with station interval of 25-foot maximum intervals.

o) Buildings – offsets to outside face of wall.

p) Bridge abutments and bents on opposing sides.

3-12.7 Drinking Water Discharges Requirements. To the "WHITEBOOK", ADD the following:

1. You shall record the results for each discharge event on the City's Drinking Water Discharge Monitoring form included as **Appendix H - Monthly Drinking Water Discharge Monitoring Form.**

3-12.8.3 Equipment. To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:

4. The approved dewatering system shall include a suitably sized pipeline to transport extracted groundwater from the Work Site to the indicated point of discharge as applicable under the dewatering permit in force during the dewatering operations. The alignment of this pipeline shall be subject to the approval by the Engineer. Where the pipeline is allowed to cross roadways or parking areas, you shall be required to install a conduit below the traveled surface. The installation shall provide protection for the temporary pipeline and a smooth transition across the traveled Surface in accordance with Standard Drawing SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation" or a concrete trench cap in accordance with Standard Drawing SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation".

3-13.3.1 Defective Work. To the "WHITEBOOK", item 6, DELETE in its entirety and SUBSTITUTE with the following:

6. For Building Projects which require a certificate of occupancy, not including sewer and water facilities, if you fail to correct the defective Work listed on the City's Punchlist within 80 Working Days after the Contract Time, you shall reimburse the City for all costs to provide inspection services required to

monitor Work beyond the 80 Working Days. The City shall bill you for the additional inspection at the City's established rates.

SECTION 4 - CONTROL OF MATERIALS

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

11. You shall submit your list of proposed substitutions for an "equal" item **no less than 15 Working Days prior to Bid due date** and on the City's Product Submittal Form available at:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3.3 **Payroll Records.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You and your Subcontractors shall submit weekly certified payrolls, including a Statement of Compliance signed under penalty of perjury, reflecting the wages of all employees engaged in the Work, utilizing the City's designated web-based contract and labor compliance software.
2. You and your Subcontractors shall submit the following Labor Compliance required documents to the OLSE;
    a) City of San Diego Labor Compliance Authorized Signatory Form;
    b) City of San Diego List of Trades and Crafts;
    c) Labor Compliance Checklist;
    d) Fringe Benefit Statement;
    e) DAS 140 Form & Transmittal Confirmation;
    f) DAS 142 & Transmittal Confirmation;
    g) State & Federal Apprentice Certifications;
    h) Payroll Confirmations (as requested per CCR 16432); and
    i) Other Deduction Forms (letter or documentation relating to nonstandard deductions);
3. You and your Subcontractors shall submit the following PLA and Labor Compliance required documents utilizing the City's designated web-based contract and labor compliance software program:
    a) Letter of Assent (PLA Attachment B);
    b) Workforce Dispatch Request Form;

c) Contractor Core Workforce Form [if required];

d) Monthly Proof of Fringe Benefit Payments to Union Trust;

e) Certified Payroll Report (Performance Report with Statement of Compliance, Non-Performance Reports);

f) Jobs Coordinator Designation Form; and

g) For all dispatched workers, identify the following: race, ethnicity, gender, permanent residence zip code, construction project hours worked, apprenticeship program affiliation, trade classification, and union affiliation.

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

5-4 **INSURANCE.**

1. The insurance provisions herein shall not be construed to limit your indemnity and defense duties set forth in the Contract.

5-4.1 **Policies and Procedures.**

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

2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.

3. You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.

4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.

6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your

failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2 Types of Insurance.

5-4.2.1 General Liability Insurance.

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

2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).

3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.

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

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

5-4.2.2 Commercial Automobile Liability Insurance.

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

2. All costs of defense shall be outside the limits of the policy.

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

1. In accordance with the provisions of California Labor Code section 3700, you shall provide, at your expense, Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers' compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with this requirement.
2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work..

5-4.2.4 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than $2,000,000 per claim or occurrence and $4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.
4. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed $25,000 per claim unless the City has provided prior, written approval.
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12-month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

5-4.2.5 Contractors Hazardous Transporters Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or

toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount no less than $2,000,000 limit per occurrence and $4,000,000 aggregate per policy period of one year.

2. All costs of defense shall be outside the limits of the policy.

3. You shall obtain written approval from the City from any insurance provided by a Subcontractor instead of you..

4. To obtain City approval of a Subcontractor's insurance coverage in lieu of the Contractor's insurance, the Contractor shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability Insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed $25,000 per claim without prior approval of the City.

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

5-4.2.6 Contractors Builders Risk Property Insurance.

1. You shall provide at your expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance shall be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits shall be 100 percent of the value of the Work under this Contract, plus 15 percent to cover administrative costs, design costs, and the costs of inspections and construction management.

2. Insured property shall include material or portions of the Work located away from the Site but intended for use at the Site and shall cover material or portions of the Work in transit. The policy or policies shall include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies shall cover the cost of removing debris, including demolition.

3. The policy or policies shall provide that all proceeds shall be payable to the City as Trustee for the insured, and shall name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. The City, as Trustee, will collect, adjust, and receive all monies that become due and payable under the policy or policies, may compromise any and all claims , and will apply the proceeds of this insurance to the repair, reconstruction, or replacement of the Work.

4. Any deductible applicable to the insurance shall be identified in the policy or policies documents. The responsibility for paying the part of any loss not

covered because of the deductibles shall be apportioned among the parties, except for the City, as follows: if there is more than one claimant for a single occurrence, then each claimant shall pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City shall be entitled to 100 percent of its loss. You shall pay the City any portion of the loss not covered because of a deductible; at the same time the proceeds of the insurance are paid to the City as Trustee.

5. Any insured, other than the City, making claim to which a deductible applies shall be responsible for 100 percent of the loss not insured because of the deductible.

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

1. For Contracts with required engineering services, including Design-Build and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of Professional Liability coverage with a limit of no less than $**3,000,000** per claim and $**3,000,000** aggregate per policy period of one year.
2. You shall ensure the following:
   a) The policy retroactive date is on or before the date of commencement of the Project.
   b) The policy will be maintained in force for a period of three years after completion of the Project or termination of the Contract, whichever occurs last. You agree that, for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
   a) Certify this to the City in writing, and
   b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth here.

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

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

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

5-4.4 **Evidence of Insurance.** You shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), prior to your commencement of Work under this Contract. In addition, The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

5-4.5 **Policy Endorsements.**

5-4.5.1 **Commercial General Liability Insurance.**

5-4.5.1.1 **Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

1. Ongoing operations performed by you or on your behalf,
2. your products,
3. your work, e.g., your completed operations performed by you on your behalf, or
4. premises owned, leased, controlled, or used by you.

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

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

5-4.5.2 **Workers' Compensation Insurance and Employers Liability Insurance.**

5-4.5.2.1 **Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected

officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

5-4.5.3.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

1. Ongoing operations performed by you or on your behalf,
2. your products,
3. your work, e.g., your completed operations performed by you on your behalf, or
4. premises owned, leased, controlled, or used by you.

5-4.5.3.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.3.3 Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

5-4.5.4.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

1. Ongoing operations performed by you or on your behalf,
2. your products,
3. your work, e.g., your completed operations performed by you on your behalf, or
4. premises owned, leased, controlled, or used by you.

5-4.5.4.2 **Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.4.3 **Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and shall provide cross-liability coverage.

5-4.5.5 **Builders Risk Endorsements.**

5-4.5.5.1 **Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and that arise from Work performed by the Named Insured for the City.

5-4.5.5.2 **Builders Risk – Partial Utilization.** If the City desires to occupy or use a portion or portions of the Work prior to Acceptance,, the City will notify you, and you shall immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies shall not be cancelled or lapse on account of any use or occupancy. You shall obtain the endorsement prior to the City's occupation and use.

5-4.6 **Deductibles and Self-Insured Retentions.** You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

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

5-4.8 **Notice of Changes to Insurance.** You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.

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

5-7.1.4 Emergency Drills. To the “WHITEBOOK”, Item 1, ADD the following

1. You shall participate in the City’s initiated emergency drills.

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

5-10.2.1 Public Notice by Contractor.

1. Post Project Identification Signs in accordance with 3-11.2, “Project Identification Signs”.

2. No less than 5 and no more than 10 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders within a minimum 300-foot (90 m) radius of the Project i.e., work area and any other affected areas as shown on the “Notification of Planned Water Shutdown” when you perform the Work.

3. The notification process must be repeated for delays and long pauses in construction activities. Verbal and written notifications, such as door hangers, shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall also be sent to the Engineer.

4. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record e.g., time-stamped pictures of the notices, to the Engineer upon request. You shall identify all other critical facilities that need to be notified.

5. Verbal and written notifications shall also include specific impacts from the construction of the City facilities, e.g., fire hydrants, air vacuum and blow-off devices, pedestrian ramps, and sidewalks, e.g., the loss of parking, access, and impact to private property, e.g., landscaping.

6. Furnish and distribute public notices in the form of door hangers using the City’s format to all occupants and/or property owners along streets and all critical facilities such as police stations, fire stations, hospitals, and schools.

7. Where Work is to be performed at least 5 and at most 10 Working Days before starting construction, survey activities, or impacting the community as approved by the Engineer.

8. Within 5 Working Days of the completion or pausing of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outline the anticipated dates of Asphalt Resurfacing, Slurry Seal, Sidewalk, or Curb Ramp Work. Upon resuming construction activities, you shall redistribute door hangers.

9. "No Parking" signs shall be placed 72 hours before the scheduled construction activities and must include the name and phone number of the Contractor. The Contractor shall document the placement of the signs with time-stamped pictures.

10. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each commercial building tenant abutting each street block segment.

11. Where the front doors of apartment units are inaccessible or occupants are unavailable, distribute the door hanger notices to the apartment manager or security officer and leave your contact information, such as business cards.

12. Provide time-stamped pictures of the notices to the Engineer.

13. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.

14. Door hangers shall include the funding source if project is funded in part by State Gas Tax Revenue (SB1).

15. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.

16. For all Work on private property, contact each owner and occupant individually a minimum of 15 Working Days before the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Engineer.

17. A sample of public notices will be included in the Contract.

5-10.3 Exclusive Community Liaison Services. To the "WHITEBOOK", ADD the following:

2. You shall retain an Exclusive Community Liaison for the Project that shall implement Work in accordance with the specifications described in 5-10.2 "Community Outreach Services" and 5-10.3 "Exclusive Community Liaison Services".

5-10.3.2 Weekly Updates Recipients.

1. Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

   Nikki Lewis, Senior Engineer, NLewis@sandiego.gov

   Sebastian Garcia, Project Engineer, SebastianG@sandiego.gov

   Manuel Flores, Resident Engineer, MFloresMeza@sandiego.gov

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 **Construction Schedule.** To the "WHITEBOOK", ADD the following:

3. Refer to the Sample City Invoice in **Appendix D – Sample City Invoice** and use the format shown.

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

6-2.1 **Moratoriums.** To the "WHITEBOOK", ADD the following:

~~4.~~ The project is exempt from Summer Moratorium per memo (Discontinuation of City Annual Notice for Summer Construction Restriction (Moratorium)) dated April 11, 2025.

6-3.1 **General.** To the "WHITEBOOK", item 3, subitem d**,** DELETE in its entirety and SUBSTITUTE with the following:

d) 30 Calendar Days for full depth asphalt final mill and resurfacing work required per SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation".

ADD:

6-6.1.1 **Environmental Document.**

1. The City of San Diego has prepared a **Notice of Exemption** for **Ocean Beach Library Expansion / PRJ-1080135,** as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A .**

2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

6-9 **LIQUIDATED DAMAGES**. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The execution of the Contract shall constitute agreement between you and the City that the liquidated damage amount described in the table below is the value of the damage caused by your failure to complete the Work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from your payments if such delay occurs.

Contract Value	Liquidated Damages Daily Amount
Less than $200,001	$1,000
$200,001 to $500,000	$1,500
$500,001 to $1,000,000	$2,000
$1,000,001 to $2,000,000	$2,500
$2,000,001 to $5,000,000	$3,000
$5,000,001 to $10,000,000	$5,500
$10,000,001 to $20,000,000	$6,500
Greater Than $20,000,000	$7,000

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.1 **General.** To the "WHITEBOOK", ADD the following:

3. The Lump Sum Bid item for "**Engineering and Design Services**" shall include, and not be limited to, design of plans and specs for demolition of the adjacent building, remodel the existing 5,100 sf historic library and construct a new 4,000 sf extension to the library. The new extension will create space for a community meeting room, study rooms, office space, teen room, outdoor gathering area and restrooms. This includes resurfacing the parking lot as well as adding Photovoltaic panels for EV charging, as specified in the Plans, Contract Documents, and Technical specifications.

4. The Lump Sum Bid item for "**Demolition and Construction Services**" shall include, and not be limited to, demolition of the adjacent building, hazardous material abatement, remodel the existing 5,100 sf historic library and construct a new 4,000 sf extension to the library. The new extension will create space for a community meeting room, study rooms, office space, teen room, outdoor gathering area and restrooms. This includes resurfacing the parking lot as well as adding Photovoltaic panels for EV charging, as specified in the Plans, Contract Documents, and Technical specifications.

5. The Allowance Bid items for "**Non-Fixed Furniture (EOC Type I)**" for Ocean Beach Library Improvements shall include non-fixed furniture, non-fixed fixtures, and non-fixed furnishings, as specified in the Plans, Contract Documents, and Technical Specifications. This allowance bid item shall not include associated delivery and labor of installation; associated delivery and labor of installation shall be included in Lump Sum Bid item "**Demolition and Construction Services**"

7-3.2.2.1 **Progress Payment for Pipelines.** To the "WHITEBOOK", item 4**,** DELETE in its entirety and SUBSTITUTE with the following:

4. In asphalt-surfaced streets, the City shall pay 15% for hydrostatic and bacterial testing, Wayneball and Mandrelling (where necessary), for water and sewer utility constructions respectively, and operational testing for storm drains, including the trench cap and cleanup. The City shall pay the remaining 5% after completing the asphalt wearing surface, Trench Capping per SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", and final cleanup.

7-3.9 **Field Orders**. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. If the cumulative total of Field Order items of Work does not exceed the **"Field Orders"** Bid Item, the City shall pay those Field Orders as shown below:

TABLE 7-3.9
FIELD ORDER LIMITS

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-2 **FIELD OFFICE FACILITIES.** To the "WHITEBOOK", ADD the following.

2. Provide a Class "A" Field Office.

SECTION 203 - BITUMINOUS MATERIALS

203-6.1 **General.** To the "WHITEBOOK" and "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

203-6.1 **General.** Asphalt concrete shall be the product of mixing mineral aggregate and reclaimed asphalt pavement (RAP) with asphalt binder at a central mixing plant.

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

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

If the asphalt concrete mixture contains more than 15% RAP, refer to Caltrans Standard Specifications Section 39, “Asphalt Concrete” for “Materials” and “Construction” requirements only unless specified otherwise in these (1) Supplementary Special Provisions, (2) The WHITEBOOK, and (3) The GREENBOOK in that order of precedence. Replace all references to actions by the “Department” with actions by the “City.”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 203-6.2.5.3

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

[a] Maximum mechanical shaking time is 10 minutes.

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

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

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

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

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

For startup of a project:

1. Less than 5,000 tons of a QC test from another City approved submittal from the same plant within the last 90 days may be submitted for review.

2. For greater than 5,000 tons the following QC test must be completed and submitted to the Engineer:

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

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

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

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

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

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

Table 203-6.2.5.5

Quality Characteristic	Test method	Requirement
Uncorrected Binder Content (% within the average value reported)[a]	AASHTO T 308	±2.00
Specific gravity (within the average value reported)[b]	AASHTO T 209	±0.06
Combined Aggregates Sand Equivalent (min)	California Test 217 or ASTM	50

[a] Average uncorrected binder content of 3 ignition oven tests performed.
[b] Average maximum specific gravity reported on the JMF.

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

203-6.3.1 General.

1. The Contractor shall submit in accordance with 3-8.4 a JMF that summarizes each asphalt concrete mix design for each class and grade of asphalt concrete required to construct the Work. Supporting information for the warm mix asphalt (WMA) technology and/or recycling agent, if included in a mixture, shall also be submitted e.g., C2 PG 58-16 (½ inch) (12.5 mm) and B3 PG 58-16 (¾ inch) (19 mm) asphalt concrete.

2. Asphalt concrete for JMF and Mix Designs shall be Type III and shall not exceed the allowable RAP level.

3. The JMF shall identify the source and the individual grading of each material used to produce the mix design (including the percentage and individual gradation of any manufactured or natural sands), the combined gradation, the optimum binder content (OBC), void content, reclaimed asphalt pavement (RAP) percentage, RAP gradation, RAP binder content, stability value, plant identification, mix number, WMA technology, and the source and performance grade of the paving asphalt. Upon request, the mix design test data represented by the JMF shall be immediately made available to the Engineer.

4. When greater than 25 percent RAP is to be included in a mixture, a mix design shall be submitted on Caltrans Forms CEM-3511 and CEM-3512 or another format as approved by the Engineer. The submittal shall include supporting information showing the viscosity of the individual binders (both the virgin paving asphalt grade and that of the binder recovered from the RAP); and the amount of recycling agent, if any, and the blended final viscosity in accordance with AASHTO M323.

5. For all mixtures, the asphalt binder content shall be defined as the total bituminous material present in the mix consisting of the blend of virgin paving asphalt, residual paving asphalt from RAP, and recycling agent.

6. Refer to Caltrans Standard Specifications, 39-2.01A(3)(b), "Job Mix Formula" for additional requirements for modifications, renewal, authorization, and quality control plan.

7. A new mix design shall be prepared and a new JMF submitted if:

    a) the combined aggregate gradation is not within ± 3 percentage points of the gradation shown on the referenced mix design on any sieve,

    b) the source of any aggregate is changed,

    c) the performance grade of paving asphalt is changed,

    d) the average binder content in a new fractionated RAP stockpile varies by more than ± 2.00 percent from the average RAP binder content reported on the JMF,

    e) the average maximum specific gravity in a new fractionated RAP stockpile varies by more than ± 0.060 from the average maximum specific gravity value reported on the JMF.

8. AASHTO T 324 (Modified) is AASHTO T 324 (Standard Method of Test for Hamburg Wheel-Track Testing of Compacted Asphalt Mixtures) with the following parameters:

    a) Target air voids must equal 7.0 ± 1.0 percent.

    b) Specimen height must be 60 ± 1 mm.

    c) Number of test specimens must be 4 to run 2 tests.

    d) Do not average the 2 test results.

    e) Test specimen must be a 150 mm gyratory compacted specimen.

    f) Test temperature must be set at:

        1. 113 ± 2 degrees F for PG 58 for use of 25% RAP

2. 122 ± 2 degrees F for PG 64 for use of 15% RAP

3. Measurements for impression must be taken at every 100 passes along the total length of the sample.

g) Inflection point is the number of wheel passes at the intersection of the creep slope and the stripping slope at maximum rut depth.

h) Testing shut off must be set at 25,000 passes.

i) Submersion time for samples must not exceed 4 hours.

9. Take samples under California Test 125.

ADD:

203-6.3.3 **Asphalt Binder Replacement**. Asphalt binder replacement shall be defined as the asphalt binder from RAP expressed as a percent of the total asphalt binder in the mixture. The asphalt binder replacement shall be calculated as a percentage of the approved JMF target asphalt binder content. The maximum asphalt binder replacement for mixtures containing RAP shall be 25 percent of the optimum binder content (OBC) for surface courses and 40 percent for leveling and base courses.

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

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

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

ADD:

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

1. Choose the aggregate gradation from:

a) 1/2-inch Type A HMA aggregate gradation.

b) Dike mix aggregate gradation.

2. Choose asphalt binder Grade PG 58-16 or 64-10.

3. Minimum asphalt binder content must be:

a) 5.70 percent for 1/2-inch Type A HMA aggregate gradation.

b) 6.00 percent for dike mix aggregate gradation.

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

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

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

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

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

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

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

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

Calibrate the loss-in-weight meter by:

1. Including at least 1 complete system refill cycle during each calibration test run

2. Operating the device in a normal run mode for 10 minutes immediately before starting the calibration process

3. Isolating the scale system within the loss-in-weight feeder from surrounding vibration

4. Checking the scale system within the loss-in-weight feeder for accuracy before and after the calibration process and daily during mix production

5. Using a minimum 15 minute or minimum 250 lb. test run size for a dry ingredient delivery rate of less than 1 ton per hour.

6. Complying with the limits of City's Conveyor Scale Testing

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

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

HMA compaction	**Temperature (°F)**
Density based Method	Not to exceed 325

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

SECTION 207 – GRAVITY PIPE

207-17.2.1 Identification Marks. To the "GREENBOOK"**,** DELETE in its entirety and SUBSTITUTE with the following:

207-17.2.1 Identification Marks. Polywrap shall not be used as pipe color identification for plastic pipe. All pipe, fittings, and couplings shall be clearly marked at intervals not to exceed 5 feet as follows:

a. Color: Green (for wastewater applications).

b. Nominal pipe diameter.

c. PVC cell classification.

d. Company, plant, shift, ASTM, SDR, and date designation.

e. Service designation or legend.

f. For fittings and couplings, the SDR designation is not required.

SECTION 209 – PRESSURE PIPE

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

1. PVC products, specifically type C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.

2. Refer to AWWA C900-16 for all references to AWWA C905.

209-7.2 **Requirements.** To the "GREENBOOK", Table 209-7.2 DELETE in its entirety and SUBSTITUTE with the following:

TABLE 209-7.2

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

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

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

301-1.6 **Preparatory Repair Work.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

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

2. No preparatory asphalt Work shall be done when the atmospheric temperature is below 50° F (10° C) or during unsuitable weather.

3. Preparatory Work shall include tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, cold milling, hump removal, lump removal, subgrade preparation and subgrade or base repair, removal of raised pavement markers, removal of pavement markings, location of public and private utilities and appurtenances, all Concrete works, and all other necessary works as specified in the Special Provisions and Contract Documents or as directed by the Engineer.

4. After the completion of the preparatory work, you shall install compacted asphalt concrete pavement according to the thickness specified in the Special Provisions and Contract Documents or a minimum of 2 inches (50.8 mm) for residential streets and a minimum of 3 inches (76.2 mm) for all other streets or as directed by the Engineer.

5. You shall identify the location of all utilities vaults, valves, and other appurtenances not included in the project scope requiring relocation or adjustment to grade by other agencies/companies by marking the face of the curb closest to the utility appurtenance as follows:

    1. Offset distance of the appurtenance from the curb face

    2. The limits of the appurtenance or corners of the vault/box

6. The quantities shown in the Contract Documents are based on a street assessment survey and may vary. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in the Contract Documents.

7. You shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2 inches (50.8 mm) for residential streets and a minimum depth of 3 inches (76.2 mm) for all others except where specified otherwise in the Special Provisions and Contract Documents or as directed by the Engineer to expose firm and unyielding pavement as specified.

8. If, in order to achieve the minimum specified depth, the base material or native subgrade is exposed, you shall notify the Engineer the material shall be compacted to 95% relative compaction.

9. Compaction tests shall be made to ensure compliance with the specifications.

10. The QCP shall establish location and timing of compaction testing and shall be subject to approval by the Engineer. You shall reimburse the City for the cost of retesting failing compaction tests conducted as part of the City of San Diego Quality Assurance testing.

11. If additional base material is required, you shall use Class 2 aggregate base in accordance with 200-2.9.1, “Class 2 Aggregate Base (Scheduled, 5 Inch)" and “Class 2 Aggregate Base (Unscheduled, 5 Inch)” or as directed by the Engineer.

12. Prior to placement of compacted asphalt concrete pavement, you shall prepare the subgrade as needed and install a minimum of 2 or 3 inches as specified in the contract documents and special provisions, of compacted asphalt concrete pavement over native material as directed by the Engineer.

13. Areas of damaged asphalt requiring base repair work including excavation, placement of asphalt concrete, asphalt concrete base, and Class 2 aggregate base, have been identified in the Contract Documents as "DO", Dig Out, also called Base Repairs.

14. When applicable, the areas and quantities shown in the Contract Documents are given only for the Contractor's aid in planning the Work and preparing Bids. You shall identify any new areas that require repair prior to paving in order to construct a smooth and stable pavement surface. Upon approval by the engineer, the repair locations shall be incorporated into scope of work and shall not be considered extra work. You shall mark the pavement area as "DO" or as directed by the Engineer.

15. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4, "Tack Coat".

16. When milling and/or grinding asphalt pavement for base repair and the contractor encounters level and unyielding PCC trench caps or appurtenance collars before reaching the minimum depth of 2 inches, then the You shall place enough asphalt concrete pavement to bring the surface to be level with the adjacent roadway. Asphalt Concrete Base shall be Type III-B3-PG 64-10 and Asphalt Concrete Pavement shall be Type III-C2-PG 64-10 as directed by the Engineer.

17. You shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT". Asphalt concrete shall be Type III-C2-PG 64-10 in compliance with 203-6.3.1 "General".

18. Recycled base material shall conform to Class 2 aggregate base material in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)".

19. Following the asphalt placement, you shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2, "Density and Smoothness". After placement and compaction of the asphalt patch, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.

20. Materials removed, regardless of removal method, shall be disposed of at a legal site.

21. The minimum dimensions for each individual repair shall be 4 feet by 4 feet (1.2 m by 1.2 m) and shall be subject to the following conditions:

    a. If the base material is exposed, to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION".

b. Base repairs shall have a minimum depth of 10".

c. You shall repair the areas shown in the Contract Documents of distressed asphalt concrete to remove damaged areas of pavement in accordance with 404-1, to expose firm and unyielding pavement, base, or native soils, regardless of materials encountered. Unyielding pavement will have no visible cracks and unyielding base, or native soils will be properly compacted, as determined by the Engineer. If cracks are visible, then pavement is not unyielding and shall require additional depth be removed as directed by the Engineer. The Contractor shall prepare subgrade as needed and install a maximum of 5" compacted asphalt concrete pavement over the compacted base material to be level with the adjacent roadway surface.

d. When additional base material is required, then you shall use Class 2 aggregate base in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" or as directed by the Engineer.

e. Recycled base material shall conform to Class 2 aggregate base material in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)".

f. You may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.

g. For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned, and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt pavement. Please refer to Contract Documents.

h. Base repair areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" at 5 inches, and 5 inches of "Asphalt Concrete Base" shall be placed atop the layer of "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" unless otherwise directed by the Engineer. These areas have been identified in the Contract Documents as "DO". The Crushed Miscellaneous Base shall be in accordance with 200-2.9, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)". The Asphalt Concrete Base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE". "General" Preliminary quantities are identified in the Contract Documents but may need to be increased and approved by the Engineer at the time of construction. Base Repairs shall not exceed 25% RAP in content.

i. Base repair with asphalt concrete base areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with Asphalt Concrete Base at 8 inch (203.2mm) and a minimum of 2 or 3 inches of asphalt concrete shall be placed atop the layer of Asphalt Concrete Base unless otherwise directed by the Engineer. The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE". The asphalt concrete shall be Type III-C2-PG 64-10 as specified in 203-6, "General". Base Repairs shall not exceed 25% RAP in content. Base Repairs with Asphalt Concrete Base shall not be performed except where directed by the Engineer.

j. A Base repair identified prior to initiation of the preparatory work shall be considered scheduled.

k. A Base repair is considered unscheduled when it is not identified in the Contract Documents as "DO" prior to initiation of preparatory work or when you are directed by the Engineer to perform an unscheduled base repair for the proper placement of an asphalt overlay.

l. At the end of each day the Contractor shall submit to the Engineer an itemized list of the asphalt pavement and base repair work completed. The list shall include but not be limited to the location of the work, the exact square footage of the repair, cubic yards of excavation, tons of asphalt concrete base placed, and tons of Class 2 aggregate base material placed or as directed by the Engineer.

301-1.7 **Payment**. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The demolition, removal, and disposal of various types of existing hardscape in parkway areas, such as colored concrete, bricks, flagstone in the parkway or right-of-way, shall be included under the lump sum Bid items or for the Contract Unit Prices for which hardscape removal is required. When required, hardscape in parkways shall be replaced with Class A Top Soil or as directed by the Engineer.

2. The payment for the preparatory works shall be included in the lump sum Bid Items and Contract Unit Prices for which preparation works are performed, unless it is specified as a separate Bid Item.

3. The areas and quantities shown in the Contract Documents are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in the Contract Documents. The quantities shown in the Contract Documents are based on a street assessment survey and may vary. No payment shall be made for areas of over excavation as determined by the Engineer.

4. Asphalt pavement subgrade repair, and base repair dig-outs, shall be paid at the Contract unit price for "Excavate and Export (Scheduled, 10 Inch)" and "Excavate and Export (Unscheduled, 10 Inch)", "Asphalt Concrete Base (Scheduled, 5 Inch)" and "Asphalt Concrete Base (Unscheduled, 5 Inch)", "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)". No Payment shall be made for areas of over excavation as determined by the Engineer.

5. When Cold Milling is used as a method for excavation for subgrade or base repair for pavement, Cold Milling shall be included in the Contract Unit Price for "Excavate and Export (Scheduled, 10 Inch)" or "Excavate and Export (Unscheduled, 10 Inch)".

6. The payment for Excavation shall be paid at the Contract Unit Price for "Excavate and Export (Scheduled, 10 Inch)" or "Excavate and Export (Unscheduled, 10 Inch)" for each bank cubic yard of material removed. Proof of proper disposal and/or recycling at a legal site for quantities excavated shall be required in advance of payment as directed by the Engineer and shall be subject to approval by the Engineer for payment. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

7. No additional payment shall be made for milling, grinding, saw cutting, stockpiling, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

301-2.4 Measurement and Payment. To the "GREENBOOK", ADD the following:

1. Payment for Class 2 aggregate base material installed shall be made at the Contract Unit Price for "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" per ton and includes all necessary works such as hauling, placement, and compaction as directed by the Engineer.

SECTION 302 – ROADWAY SURFACING

302-5.2 Pavement Restoration Adjacent to Trench. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

302-5.2 Pavement Restoration Adjacent to Trench Influence Zone.

1. The Work for pavement restoration shall include the replacement of existing pavement outside of the trench influence zone in accordance with SECTION 302 – ROADWAY SURFACING, and as shown on the Plans.

2. Prior to the commencement of the Work, you shall meet with the Engineer and determine the limits of the pavement to be replaced.

3. Existing pavement shall be removed in accordance with SECTION 404 – COLD MILLING, and as shown on the Plans.

4. Areas of damaged pavement requiring base repair Work shall be restored in accordance with Section 301-1.6, “Preparatory Repair Work”, and as shown on the Plans.

302-5.2.1 Measurement and Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for asphalt concrete pavement restoration outside of the trench influence zone shall be made on a tonnage basis in accordance with Section 302-5.9, “Measurement and Payment”, and paid for under Bid Item “Asphalt Concrete Overlay (2 Inch)”, unless separate Bid items have been provided. The following shall be included in the payment for “Asphalt Concrete Overlay (2 Inch)":

   a) Saw-cutting existing edges.

   b) Applying tack coat.

   c) Placement, curing, and protection of new pavement.

2. The payment for removal of existing asphalt concrete pavement shall be made on square foot basis in accordance with Section 404-12, “Payment”, and paid for under Bid Item “Cold Milling (2 Inch)”.

3. The payment for base repair Work shall be made in accordance with Section 301-1.7, “Payment”.

302-5.4 Tack Coat. To the "WHITEBOOK", ADD the following:

3. Prior to applying the tack coat, submit calculations for the minimum spray rate required to achieve the minimum residual rate.

302-6.1 General. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The thickness of the new concrete pavement shall be in accordance with Standard Drawing SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation".

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

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

8. Where it is infeasible for a curb ramp run to intersect the street grade at the maximum allowable slope, a slope steeper than 8.33% may be used to limit the ramp run length to 15 ft. The 15-foot measurement excludes landings and shall measure the inside back edge of a sidewalk radius.

303-5.10.2 **Payment.** To the "WHITEBOOK", item 1 and item 2, DELETE in their entirety and SUBSTITUTE with the following:

1. The payment for each curb ramp shall include:
    a. Ramp runs & transition areas (up to 15 ft),
    b. Landings,
    c. DWTs,
    d. Demolition and disposal,
    e. Forming,
    f. Relocating or raising items in conflict to grade,
    g. Protecting and preserving existing survey monuments and improvements,
    h. Restoring pavement.
2. Additional concrete sidewalk and curb quantities beyond 15 feet (4.6 m), measured from the inside back edge of the sidewalk radius where it intersects with the landing, shall be included in the Bid items for "Additional Sidewalk" and "Additional Curb".

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

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

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

306-3.3.4 **Payment.** To the "WHITEBOOK", ADD the following:

12. The payment for pavement restoration including influence area shall be included in the Bid items for the associated abandonment Work.

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

2. Pressure testing of pipe and fittings at the lowest elevation shall be performed at 150% of the specified test pressure and no less than 100% of the specified test pressure at the highest elevation.

    a) Specified test pressure for Class 235 pipe shall be 150 psi and is tested at 225 psi.

    b) Specified test pressure for Class 305 pipe shall be 200 psi and is tested at 300 psi.

306-15 **PAYMENT.** To the "GREENBOOK", ADD the following:

1. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

306-15.1 **General.** To the "WHITEBOOK", item 1, subitem n, DELETE in its entirety and SUBSTITUTE with the following:

n. Permanent resurfacing. See **306-1 GENERAL** for permanent pavement restoration requirements.

306-15.6 **Hydrants.** To the "WHITEBOOK", ADD the following:

5. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

6. See **306-1 GENERAL** for permanent resurfacing requirements.

306-15.7 **Buried Structures.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

306-15.7 **Buried Structures.** To the "GREENBOOK", sentence (3), DELETE in its entirety and SUBSTITUTE with the following:

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

306-15.8 **Pipeline Appurtenances.** To the "WHITEBOOK", ADD the following:

10. Payment for pipeline appurtenances will be mate at the contract unit price for each appurtenance of the size including permanent resurfacing requirements. See **306-1 GENERAL** for permanent resurfacing requirements.

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

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

   a. See **306-1 GENERAL** for permanent resurfacing requirements.

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

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

13. See **306-1 GENERA**L for permanent resurfacing requirements.

SECTION 307 - JACKING AND TUNNELING

307-1 JACKING OPERATIONS. To the "GREENBOOK", ADD the following:

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

   a) SDG-105, "Pavement Restoration General Notes"

   b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"

   c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"

   d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"

   e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

307-1.7 Payment. To the "WHITEBOOK", ADD the following:

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

3. See **307-1 JACKING OPERATIONS** for permanent resurfacing requirements.

SECTION 308 - MICROTUNNELING

308-1 GENERAL. To the "GREENBOOK", ADD the following:

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

308-10 RESTORATION OF SURFACE IMPROVEMENTS. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

See Section **308-1 GENERAL** for permanent resurfacing requirements.

308-12 PAYMENT. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for microtunneling, including casing, carrier pipes, and surface improvement restoration, shall be included in the Bid item for "Sewer Main by Microtunneling with Steel Casing".

SECTION 315 - HORIZONTAL DIRECTIONAL DRILLING

315-1 GENERAL. To the "WHITEBOOK", ADD the following:

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

c. SDG-108, “Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"

d. SDG-117, “Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"

e. SDG-118, “Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation”

315-14 MEASUREMENT AND PAYMENT. To the “WHITEBOOK”, ADD the following:

3. See Section **315-1 GENERAL** for permanent resurfacing requirements.

SECTION 316 – PIPE BURSTING

316-1 GENERAL. To the “WHITEBOOK”, ADD the following:

2. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.

   a. SDG-105, “Pavement Restoration General Notes”

   b. SDG-107, “Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation”

   c. SDG-108, “Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"

   d. SDG-117, “Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"

   e. SDG-118, “Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation”

316-9 MEASUREMENT AND PAYMENT. To the “WHITEBOOK”, ADD the following:

3. See Section **316-1 GENERAL** for permanent resurfacing requirements.

SECTION 317 – PIPE FUSION

317-1 PIPE FUSION FOR SEWER MAINS. To the “WHITEBOOK”, ADD the following:

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

   a. SDG-105, “Pavement Restoration General Notes”

b. SDG-107, “Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation”

c. SDG-108, “Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"

d. SDG-117, “Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"

e. SDG-118, “Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation”

317-1.10 Payment. To the “WHITEBOOK”, ADD the following:

3. See Section **317-1 PIPE FUSION FOR SEWER MAINS** for permanent resurfacing requirements.

317-2.12 Payment. To the “WHITEBOOK”, ADD the following:

3. See Section **317-1 PIPE FUSION FOR SEWER MAINS** for permanent resurfacing requirements.

SECTION 400 – PROTECTION AND RESTORATION

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

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

   a. SDG-105, “Pavement Restoration General Notes”

   b. SDG-107, “Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation”

   c. SDG-108, “Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"

   d. SDG-117, “Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"

   e. SDG-118, “Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation”

SECTION 401 - REMOVAL

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

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

401-3.2 Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections. To the "WHITEBOOK", ADD the following:

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

SECTION 402 – UTILITIES

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

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

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

2. You shall fill all potholes on the same day of potholing if no trenching is to be performed within 10 Working Days of the excavation. Fully restore all potholes and any damaged surrounding areas to their original condition unless otherwise specified by the Engineer. Permanent resurfacing shall conform to SDG-123, “36-Inch and Smaller Pothole and Exploratory Excavation”.

402-2 PROTECTION. To the “WHITEBOOK”, item 2, ADD the following:

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

402-8 PAYMENT. To the “WHITEBOOK”, ADD the following:

6. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work**.**

SECTION 404 – COLD MILLING

404-1 GENERAL. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Excessive asphalt concrete pavement adjacent to Type “G” and “H” curb and gutter lines and concrete cross gutters shall be milled in accordance with the City of San Diego Standard Drawing SDG-107, “Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", or as shown on the Plans.

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

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

5. Engineered TCP (2 foot x 3 foot size) shall be required for the following areas:

   a) For any work in the street and sidewalk closures.

SECTION 700 – MATERIALS

700-1.3 (86-1.02B) Conduit. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

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

SECTION 701 - CONSTRUCTION

701-2 PAYMENT. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The payment for the trenching and pavement restoration, including influence areas, is included in the payment for the associated Work.

SECTION 800 – MATERIALS

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

Type 9 Mulch shall be 3-inch Bark Mulch maximum in size.

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

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

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

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

TO: Recorder/County Clerk
P.O. Box 1750, MS A-33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2400

Office of Land Use and Climate Innovation
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: City of San Diego
Development Services Department
1222 First Avenue, MS 501
San Diego, CA 92101

Project Title / Number: Ocean Beach Library Expansion / PRJ-1080135

State Clearinghouse No.: N/A

Project Location-Specific: 4801 and 4817 Santa Monica Avenue, San Diego, CA 92107

Project Location-City/County: San Diego/San Diego

Description of nature and purpose of the Project: COASTAL DEVELOPMENT PERMIT (CDP) to allow for the demolition of the existing, two-story annex building on an adjacent City-owned parcel located at 4817 Santa Monica Avenue to facilitate the renovation and expansion of the existing historic branch library located at 4801 Santa Monica Avenue. The existing, single-story 4,648 square-foot historic library, originally constructed in 1928, would remain and include an interior remodel. The proposed 4,136 square-foot expansion would include a new community room, restrooms, and an additional 600-square foot courtyard area for a total 9,384 square foot building area (existing and proposed).

The annex building to be demolished was originally constructed in 1964 and determined not to be historic. The existing library entry on the corner of Sunset Cliffs Boulevard and Santa Monica Avenue would continue to function as the main building entry. The historic portion of the library would remain intact on the exterior, except with the removal of some wall and/ or window portions necessary to connect to the new addition. This new addition is meant to compliment, yet not emulate the historic style of the original building. The architectural plans have been reviewed by qualified historic staff for consistency with the Secretary of the Interior Standards for the Treatment of Historic Properties (Standard 9) and the City's Historical Resources Regulations. Site work for the project would include minimal grading, new landscaping and hardscaping, biofiltration features, with some off-site work including utilities connections and sidewalk repairs which would match existing color and scoring patterns in accordance with City requirements. Eight parking spaces would be provided on-street (Santa Monica Avenue) and an additional 12 parking spaces on-site at the rear of the library with access off the alley from Sunset Cliffs Boulevard. The project would utilize sustainable design strategies to seek at a minimum a LEED Silver certification. The project is scheduled to be constructed utilizing the Design/ Build delivery method that would be implemented at the completion of the Bridging Documents.

The 0.60-acre (26,136 square-foot) project site is zoned Commercial-Community (CC-4-2) and designated for Institutional (Library) and Community Commercial as identified in the Ocean Beach

Community Plan. The site is also located within the following overlay zones: Coastal Overlay (non-appealable), Coastal Height Limit, Business Improvement District, Complete Communities-Housing Solutions, Complete Communities-Mobility Choices, Parking Impact, Transit Priority Area, Airport Land Use Compatibility Plan (ALCUP) for NAS North Island and San Diego International Airport (SDIA), Airport Influence Area (NAS North Island Review Area 2 and SDIA Review Area 1), 60-65 CNEL ALUCP Noise Contour (SDIA) FAA Part 77. Assessor's Parcel Number (APNs): 448-301-1200 and 448-301-1300. (LEGAL DESCRIPTION: Lots 25 through 28 in Block 77 and Lots 29 and 30 in Block 53 of Ocean Beach, in the City of San Diego, County of San Diego, State of California, According to Map thereof No. 279, filed in the Office of the County Recorder of San Digo County, May 28, 1887).

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego Engineering & Capital Projects, Shannon Stoks, 525 B Street, Suite 600, San Diego, CA 92101. (858) 752-9730.

Exempt Status: (Check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268)
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a))
- ☐ Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- ☒ Categorical Exemption: 15301(l) (Existing Facilities/Demolition), 15331 (Historical Resources Restoration/Rehabilitation), and 15332 (In-Fill Development Projects)
- ☐ Statutory Exemptions:
- ☐ Other:

Reasons why project is exempt: The City of San Diego determined that the project would qualify to be categorically exempt from CEQA pursuant to 15301(l) (Existing Facilities/Demolition), 15331 (Historical Resources Restoration/Rehabilitation), and 15332 (In-Fill Development Projects); and where the exceptions listed in Section 15300.2 would not apply. The project was determined to be consistent with the Secretary of the Interior Standards for Treatment of Historic Structures and does not involve impacts to any other resources under CEQA. The project would require demolition of a non-historic annex building to expand the existing historic library to house additional library functions. The project would be constructed to protect the quality of this historical resources and the action would not result any significant impacts. This project meets the criteria set forth in CEQA Section 15301 which allows for demolition and removal of individual small structures; Section 15331 which allows for the construction of new additions to historic buildings when reviewed for consistency with the Secretary of the Interior Standards; and Section 15332 which allows for infill development when all the criteria in the subsection have been met; and where the exceptions listed in CEQA Section 15300.2 would not apply. The site is not included on any list compiled pursuant to Government Code Section 65962.5 for hazardous waste sites.

Lead Agency Contact Person: Anne B. Jarque **Telephone:** (619) 557-7953

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? ☐ Yes ☐ No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from the California Environmental Quality Act.

/Senior Planner

Signature/Title

January 7, 2024

Date

Check One:

☒ Signed by Lead Agency

☐ Signed by Applicant

Date Received for Filing with County Clerk or LCI:

APPENDIX B

FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

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

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

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

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

2.7 Water Department Director

Reference

2.8 State of California Guidance Manual for Cross Connection Programs

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

2.10 American Water Works Association Standards for Water Meters

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

3. **DEFINITIONS**

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

3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.

3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. POLICY

4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.

4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.

4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:

a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.

b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:

1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

2. The meter must be properly identifiable with a clearly labeled serial number on the body of the fire hydrant meter. The serial number shall be plainly stamped on the register lid and the main casing. Serial numbers shall be visible from the top of the meter casing and the numbers shall be stamped on the top of the inlet casing flange.

3. All meters shall be locked to the fire hydrant by the Water Department, Meter Section (see Section 4.7).

4. All meters shall be read by the Water Department, Meter Section (see Section 4.7).

5. All meters shall be relocated by the Water Department, Meter Section (see Section 4.7).

6. These meters shall be tested on the anniversary of the original test date and proof of testing will be submitted to the Water Department, Meter Shop, on a yearly basis. If not tested, the meter will not be allowed for use in the City of San Diego.

7. All private fire hydrant meters shall have backflow devices attached when installed.

8. The customer must maintain and repair their own private meters and private backflows.

9. The customer must provide current test and calibration results to the Water Department, Meter Shop after any repairs.

10. When private meters are damaged beyond repair, these private meters will be replaced by City owned fire hydrant meters.

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

12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.

13. The outlet shall have a 2 ½ "National Standards Tested (NST) fire hydrant male coupling.

14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).

4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.

4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.

4.6 **Conditions and Processes for Issuance of a Fire Hydrant Meter**

Process for Issuance

a. Fire hydrant meters shall only be used for the following purposes:

1. Temporary irrigation purposes not to exceed one year.

2. Construction and maintenance related activities (see Tab 2).

b. No customer inside or outside the boundaries of the City of San Diego Water Department shall resell any portion of the water delivered through a fire hydrant by the City of San Diego Water Department.

c. The City of San Diego allows for the issuance of a temporary fire hydrant meter for a period not to exceed 12 months (365 days). An extension can only be granted in writing from the Water Department Director for up to 90 additional days. A written request for an extension by the consumer must be submitted at least 30 days prior to the 12 month period ending. No extension shall be granted to any customer with a delinquent account with the Water Department. No further extensions shall be granted.

d. Any customer requesting the issuance of a fire hydrant meter shall file an application with the Meter Section. The customer must complete a "Fire Hydrant Meter Application" (Tab 1) which includes the name of the company, the party responsible for payment, Social Security number and/or California ID, requested location of the meter (a detailed map signifying an exact location), local contact person, local phone number, a contractor's license (or a business license), description of specific water use, duration of use at the site and full name and address of the person responsible for payment.

e. At the time of the application the customer will pay their fees according to the schedule set forth in the Rate Book of Fees and Charges, located in the City Clerk's Office. All fees must be paid by check, money order or cashiers check, made payable to the City Treasurer. Cash will not be accepted.

f. No fire hydrant meters shall be furnished or relocated for any customer with a delinquent account with the Water Department.

g. After the fees have been paid and an account has been created, the

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

4.7 **Relocation of Existing Fire Hydrant Meters**

a. The customer shall call the Fire Hydrant Meter Hotline (herein referred to as "Hotline"), a minimum of 24 hours in advance, to request the relocation of a meter. A fee will be charged to the existing account, which must be current before a work order is generated for the meter's relocation.

b. The customer will supply in writing the address where the meter is to be relocated (map page, cross street, etc). The customer must update the original Fire Hydrant Meter Application with any changes as it applies to the new location.

c. Fire hydrant meters shall be read on a monthly basis. While fire hydrant meters and backflow devices are in service, commodity, base fee and damage charges, if applicable, will be billed to the customer on a monthly basis. If the account becomes delinquent, the meter will be removed.

4.8 **Disconnection of Fire Hydrant Meter**

a. After ten (10) months a "Notice of Discontinuation of Service" (Tab 3) will be issued to the site and the address of record to notify the customer of the date of discontinuance of service. An extension can only be granted in writing from the Water Department Director for up to 90 additional days (as stated in Section 4.6C) and a copy of the extension shall be forwarded to the Meter Shop Supervisor. If an extension has not been approved, the meter will be removed after twelve (12) months of use.

b. Upon completion of the project the customer will notify the Meter Services office via the Hotline to request the removal of the fire hydrant meter and appurtenances. A work order will be generated

for removal of the meter.

c. Meter Section staff will remove the meter and backflow prevention assembly and return it to the Meter Shop. Once returned to the Meter Shop the meter and backflow will be tested for accuracy and functionality.

d. Meter Section Staff will contact and notify Customer Services of the final read and any charges resulting from damages to the meter and backflow or its appurtenance. These charges will be added on the customer's final bill and will be sent to the address of record. Any customer who has an outstanding balance will not receive additional meters.

e. Outstanding balances due may be deducted from deposits and any balances refunded to the customer. Any outstanding balances will be turned over to the City Treasurer for collection. Outstanding balances may also be transferred to any other existing accounts.

5. EXCEPTIONS

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

6. MOBILE METER

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

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

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

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

    1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.

    2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

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

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

7. FEE AND DEPOSIT SCHEDULES

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

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

8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

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

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

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

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders

Application for Fire Hydrant Meter (EXHIBIT A)

City of San Diego PUBLIC UTILITIES Water & Wastewater

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Application Date	Requested Install Date:

Meter Information

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) Zip:	T.B.	G.B. (CITY USE)
Specific Use of Water:		
Any Return to Sewer or Storm Drain, If so , explain:		
Estimated Duration of Meter Use:	☐	Check Box if Reclaimed Water

Company Information

Company Name:			
Mailing Address:			
City:	State:	Zip:	Phone: ( )
*Business license#	*Contractor license#		
A Copy of the Contractor's license OR Business License is required at the time of meter issuance.			
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)			Phone: ( )
Site Contact Name and Title:			Phone: ( )
Responsible Party Name:			Title:
Cal ID#			Phone: ( )
Signature:		Date:	

Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter

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

☐ City Meter	☐ Private Meter	
Contract Acct #:	Deposit Amount: $ 936.00	Fees Amount: $ 62.00
Meter Serial #	Meter Size: 05	Meter Make and Style: 6-7
Backflow #	Backflow Size:	Backflow Make and Style:
Name:	Signature:	Date:

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

1. Soil amendment
2. Fiber mulch
3. PVC or PE pipe up to 16 inch diameter
4. Stabilizing emulsion
5. Lime
6. Preformed elastomeric joint seal
7. Plain and fabric reinforced elastomeric bearing pads
8. Steel reinforced elastomeric bearing pads
9. Waterstops (Special Condition)
10. Epoxy coated bar reinforcement
11. Plain and reinforcing steel
12. Structural steel
13. Structural timber and lumber
14. Treated timber and lumber
15. Lumber and timber
16. Aluminum pipe and aluminum pipe arch
17. Corrugated steel pipe and corrugated steel pipe arch
18. Structural metal plate pipe arches and pipe arches
19. Perforated steel pipe
20. Aluminum underdrain pipe
21. Aluminum or steel entrance tapers, pipe downdrains, reducers, coupling bands and slip joints
22. Metal target plates
23. Paint (traffic striping)
24. Conductors
25. Painting of electrical equipment
26. Electrical components
27. Engineering fabric
28. Portland Cement
29. PCC admixtures
30. Minor concrete, asphalt
31. Asphalt (oil)
32. Liquid asphalt emulsion
33. Epoxy

APPENDIX D

SAMPLE CITY INVOICE

City of San Diego, CM&FE Div., 9573 Chesapeake Drive, SD CA 92123
Project Name:
Work Order No or Job Order No.
City Purchase Order No.
Resident Engineer (RE):
RE Phone#: Fax#:

Contractor's Name:
Contractor's Address:
Contractor's Phone #:
Contractor's fax #:
Contact Name:

Invoice No.
Invoice Date:
Billing Period: (To)

Trigger Asset	Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date		Amount Remaining
			Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount	
	1				1.00	$ -		$0.00		$0.00	0.00	$0.00	$ -
	2				1.00	$ -		$0.00		$0.00	0.00%	$0.00	$ -
	3				1.00	$ -		$0.00		$0.00	0.00%	$0.00	$ -
	4				1.00	$ -		$0.00		$0.00	0.00%	$0.00	$ -
	5				1.00	$ -		$0.00		$0.00	0.00%	$0.00	$ -
	6				1.00	$ -		$0.00		$0.00	0.00%	$0.00	$ -
	7				1.00	$ -		$0.00		$0.00	0.00%	$0.00	$ -
	8				1.00	$ -		$0.00		$0.00	0.00%	$0.00	$ -
	5				1.00	$ -		$0.00		$0.00	0.00%	$0.00	$ -
	6					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	7					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	8					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	9					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	10					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	11					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	12					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	13					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	14					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	15					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	16					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	17					$ -		$0.00		$0.00	0.00%	$0.00	$ -
						$ -		$0.00		$0.00	0.00%	$0.00	$ -
		CHANGE ORDER No.				$ -		$0.00		$0.00	0.00%	$0.00	$ -
						$ -		$0.00		$0.00	0.00%	$0.00	$ -
		Total Auhtorized Amount (Original)				$ -		$0.00		$0.00		$0.00	$ -
		Total Authorized Amount (including approved Change Order)				**$ -**		$0.00		$0.00	**Total Billed**	$0.00	Total Amount Remaining
													$ -

SAMPLE

SUMMARY

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

I certify that the materials have been received by me, or services have been rendered, in the quality and quantity specified per the approved contracted amounts, and is approved for payment

_____
Resident Engineer **Date**

_____
Construction Engineer **Date**

Retention and/or Escrow Payment Schedule

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

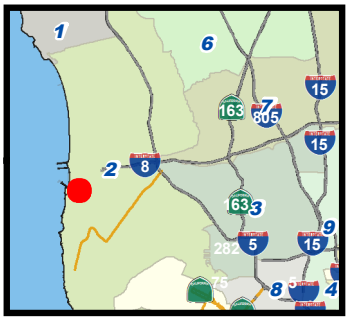
Contractor Signature and Date: _____

1/10/2024 Rev

APPENDIX E

LOCATION MAP

THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduce with permission granted by RAND MCNALLY & COMPANY© to SanGIS. This map is copyrighted by RAND MCNALLY & COMPANY©. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY



The City of SAN DIEGO Public Works

OCEAN BEACH BRANCH LIBRARY

SENIOR ENGINEER	PROJECT MANAGER	PROJECT DESIGNER	PROJECT DRAFTER
Nikki Lewis	Shannon Getz	Shannon Stoks	Christian Ruvalcaba
619-533-6653	619-533-6656	619-533-7587	619-533-4148

Legend

Project Location_4817 Santa Monica Ave

N
W E
S

No Scale

S:\PITS\PITS-CIP-Preliminary-Engineering-and-Program-Coordination\Sect_Preliminary_Engineering\Buildings\Ocean Beach Library Annex\CIPTracking\Location Map

COMMUNITY NAME: OCEAN BEACH | COUNCIL DISTRICT: 02 | SAP ID: S-20015

Date:July 14, 2016
Ocean Beach Branch Library
K-26-2391-DB2-3

PROJECT IMPLEMENTATION DIVISION

SanGIS

APPENDIX F

SAMPLE OF PUBLIC NOTICE

FOR SAMPLE REFERENCE ONLY

The City of SAN DIEGO

CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:
Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:
Company Name, XXX-XXX-XXXX

To contact the City of San Diego: SD Public Works
619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP
This information is available in alternative formats upon request.

The City of SAN DIEGO

CONSTRUCTION NOTICE

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Hours and Days of Operation:
Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:
Company Name, XXX-XXX-XXXX

To contact the City of San Diego: SD Public Works
619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP
This information is available in alternative formats upon request.

APPENDIX G

HAZARDOUS WASTE LABEL/FORMS

HAZARDOUS
WASTE
STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES
GENERATOR NAME
ADDRESS
24 HR. PHONE
CITY
STATE
ZIP
EPA ID NO.
MANIFEST DOCUMENT NO.
EPA WASTE NO.
CA WASTE NO.
ACCUMULATION START DATE
CONTENTS, COMPOSITION
PROPER DOT SHIPPING NAME
TECHNICAL NAME (S)
UN/NA NO. WITH PREFIX
PHYSICAL STATE
SOLID LIQUID
HAZARDOUS PROPERTIES
CORROSIVE
REACTIVE
FLAMMABLE
TOXIC
OTHER
HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

INCIDENT/RELEASE ASSESSMENT FORM [1]

If you have an emergency, Call 911

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

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

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

Call 911 in an emergency

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

If in doubt, report the release.

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

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION Incident #_____

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

2. ADMINISTRATIVE INFORMATION

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

3. CHEMICAL INFORMATION

Chemical	Quantity ☐ GAL ☐ LBS ☐ FT^3
Chemical	Quantity ☐ GAL ☐ LBS ☐ FT^3
Chemical	Quantity ☐ GAL ☐ LBS ☐ FT^3
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

A

BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER ( ) -

B

INCIDENT DATE MO DAY YR	TIME OES NOTIFIED (use 24 hr time)	OES CONTROL NO.

C

INCIDENT ADDRESS LOCATION	CITY / COMMUNITY	COUNTY ZIP

D

CHEMICAL OR TRADE NAME (print or type)	CAS Number

CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A ☐	CHECK IF RELEASE REQUIRES NOTIFI - CATION UNDER 42 U.S.C. Section 9603 (a) ☐

PHYSICAL STATE CONTAINED ☐ SOLID ☐ LIQUID ☐ GAS	PHYSICAL STATE RELEASED ☐ SOLID ☐ LIQUID ☐ GAS	QUANTITY RELEASED

ENVIRONMENTAL CONTAMINATION ☐ AIR ☐ WATER ☐ GROUND ☐ OTHER	TIME OF RELEASE	DURATION OF RELEASE ___DAYS ___HOURS ___MINUTES

E

ACTIONS TAKEN

F

KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)

☐ ACUTE OR IMMEDIATE (explain) _____

☐ CHRONIC OR DELAYED (explain) _____

☐ NOTKNOWN (explain)

G

ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS

H

COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)

I

CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete.

REPORTING FACILITY REPRESENTATIVE (print or type) _____

SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____

EMERGENCY RELEASE FOLLOW-UP NOTICE
REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

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

BASIC INSTRUCTIONS:

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

SPECIFIC INSTRUCTIONS:

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

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

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

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

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

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

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

Block H: List any additional pertinent information.

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

MAIL THE COMPLETED REPORT TO:

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

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

APPENDIX H

MONTHLY DRINKING WATER DISCHARGE MONITORING FORM

DRINKING WATER DISCHARGE MONITORING FORM

(Use for All Discharges to the Storm Drain)

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

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

BMPs MUST BE IN PLACE PRIOR TO ANY SCHEDULED DISCHARGE

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

Event #1

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

Event #2

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

Instructional Notes found on the Page 2 of 2

Submit completed Form to RE

Receiving Water Monitoring

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

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

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

Instructional Notes

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

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

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

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

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

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

APPENDIX I

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 402-2, "Protection", of the 2021 Whitebook.**

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

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

A. Endpoints, see Photo 1:

Photo 1

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

Photo 2

Network Devices, see Photo 3:

Photo 3

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

Photo 4

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

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

Photo 5

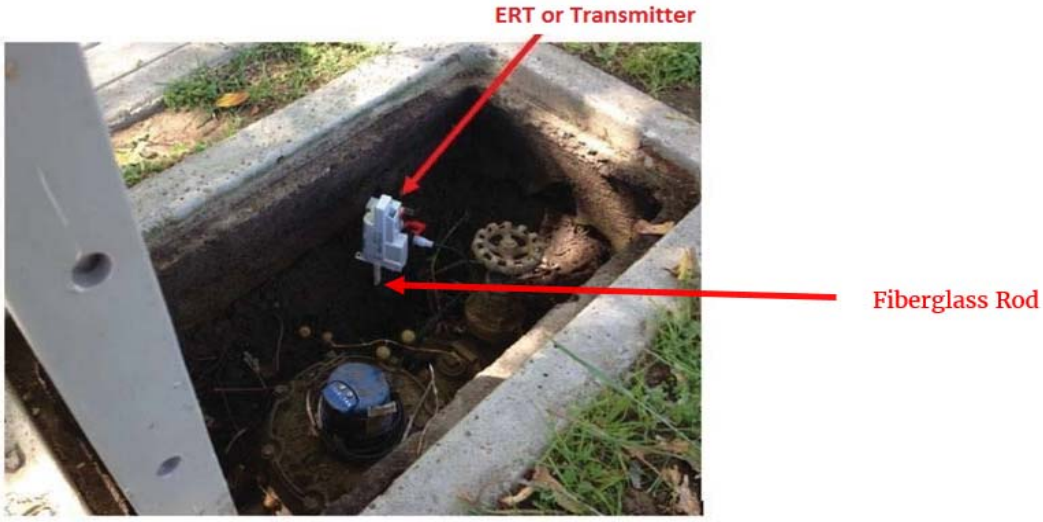

Photo 6 below is an example of disturbance that shall be avoided:

Photo 6

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

Photo 7

Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257 immediately.**

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

Photo 8

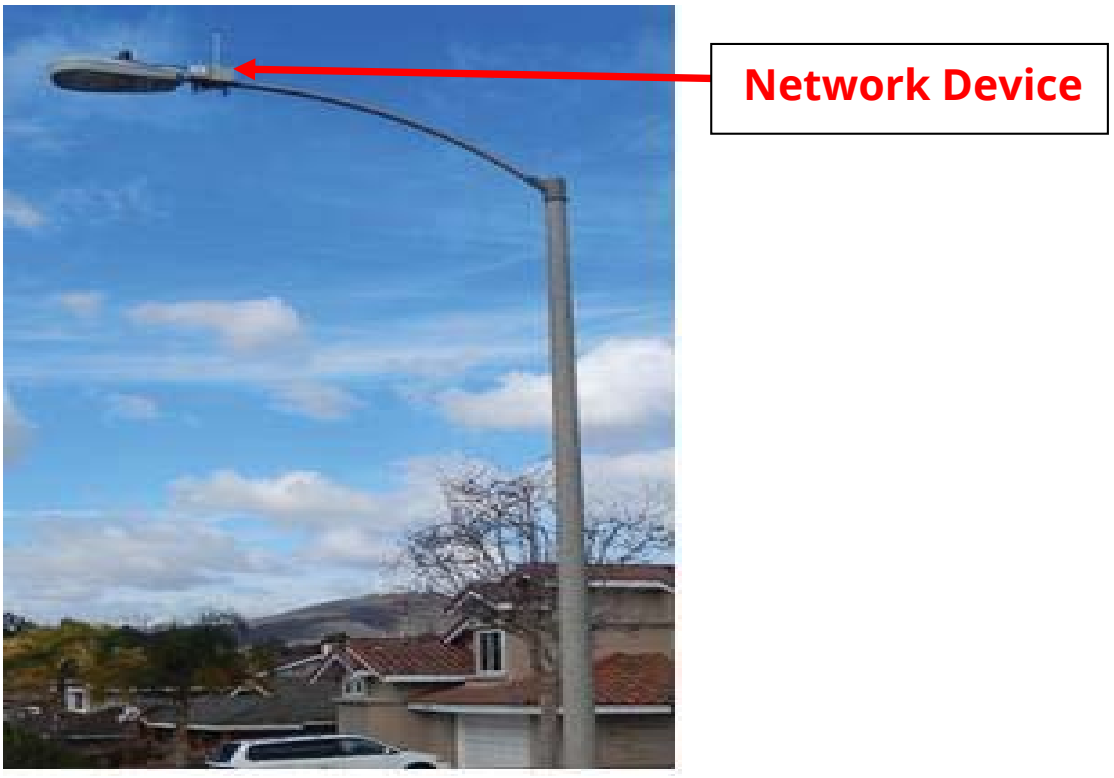

Photo 9

If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257.

Rev. 9.11.2023

APPENDIX J

SAMPLE CONTRACTOR PERFORMANCE EVALUATION (CPE) FORM

CITY OF SAN DIEGO
CONTRACTOR PERFORMANCE EVALUATION (CPE) FORM

Date:_____

☐ **INTERIM EVALUATION:** at _____% of a _____ ☐ Working Day ☐ Calendar Day
☐ **FINAL EVALUATION:** Submitted at completion of a _____ ☐ Working Day ☐ Calendar Day

TITLE OF CONTRACT: Title of Contract

CONTRACT AMOUNT (ORIGINAL/FINAL) _____/_____

FIRM NAME: Contractor Firm Name

FIRM ADDRESS: _____

CONTRACTOR REPRESENTATIVE'S NAME: _____

CONTRACTOR SUPERINTENDENT'S NAME: _____

CONTRACTOR FOREMAN'S NAME: _____

WBS #: **BID #:**

TYPE OF WORK (CHECK ALL THAT APPLY):

TREATMENT PLANT	☐	PUMP STATION	☐	SEWER MAIN	☐	STORM DRAIN	☐
WATER MAIN	☐	FLOOD CONTROL	☐	ENVTL. MITIGATION	☐	BRIDGE	☐
STREETS/HIGHWAYS	☐	TRAFFIC SIGNAL	☐	STREET LIGHTS	☐	PARK	☐
BUILDING [specify]	☐	PIPING SYSTEM	☐	OTHER (SPECIFY)	☐	____	

CPE are one of the tools the City uses to determine if a contractor has the quality, fitness, and capacity to perform proposed work satisfactorily and is, therefore, a responsible contractor. *See* San Diego Municipal Code sections 22.3003 and 22.3004. This evaluation represents the observations and conclusions of the City of San Diego, prepared by City staff in the course of their official duties. The Contractor may agree with or dispute the contents and conclusions of this evaluation. Anyone not affiliated with the City of San Diego should conduct his/her investigation to confirm or dispel the conclusions expressed herein.

Notes:
- **The Contractor will be allowed (60) calendar days after notice of the final performance evaluation pursuant to SDMC 22.0806 to protest this evaluation in writing; otherwise, the City will deem the evaluation accepted by the Contractor.**
- **Refer to the end of the form for definitions used in this evaluation.**

SAMPLE

1. Contract Administration

The Contractor's overall rating for Section 1 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

2. Compliance with Contract Documents

The Contractor's overall rating for Section 2 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

SAMPLE

3. Construction Workmanship

The Contractor's overall rating for Section 3 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

4. Safety

SAMPLE

The Contractor's overall rating for Section 4 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

5. Storm Water / BMP Compliance

The Contractor's overall rating for Section 5 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

6. Cooperation, Professionalism, Communication & Public Outreach

SAMPLE

The Contractor's overall rating for Section 6 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

7. Subcontracting Performance and Management

The Contractor's overall rating for Section 7 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

OVERALL EVALUATION

THE OVERALL EVALUATION IS DERIVED FROM THE HOLISTIC REVIEW OF THE SEVEN FACTORS ABOVE.

The Contractor's overall rating (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

OVERALL SUMMARY:

SAMPLE

RESIDENT ENGINEER	SUPERVISOR
By:	
(signature / date)	(signature / date)
(print name)	(print name)

Section Head's Initial_____

Asst. Deputy Director's Initials_____

ADD:

Date:_____

cc:

- Contractor
- Program Coordinator, Engineering & Capital Projects/Contracting Group, Pre-qualification Program
- Director, Purchasing & Contracting
- Deputy Director, Purchasing & Contracting
- eFile CityHub/SDShare

SAMPLE

Definitions:

1. **Performance Areas -** These include the Contractor's record of conforming to the requirements and standards of *Contract Administration*, *Compliance with Contract Documents*, *Construction Workmanship*, *Safety*, *Stormwater Best Management Practices*, *Cooperation, Professionalism*, *Communication* and *Public Outreach*, and *Subcontracting Performance and Management*.

   Here are definitions for the specified terms within the context of contractor performance areas:

   - *Contract Administration*: Managing all aspects of a construction contract to ensure compliance with its terms and conditions. This includes handling project documentation, managing changes or modifications, e.g., requests for changes, processing payments, monitoring timelines, requests for information, submittals, resolving disputes, and ensuring all parties fulfill their contractual obligations.
   - *Compliance with Contract Documents:* Adherence to the plans, specifications, and other legally binding documents that outline the scope of work, quality standards, and technical requirements. This involves ensuring all construction activities align with approved designs, materials, and regulations specified in the contract.
   - *Construction Workmanship:* The quality and standard of the physical work performed on the project. It reflects the Contractor's ability to deliver durable, precise, and code-compliant construction through skilled labor and proper techniques specified in the contract.
   - *Safety:* Implementing and maintaining measures to protect workers, site visitors, and the public from hazards. This includes compliance with Occupational Safety and Health Administration standards, site-specific safety plans, and accident prevention strategies throughout the project lifecycle.
   - *Stormwater Best Management Practices (BMPs):* Techniques and measures used to control and reduce the impact of stormwater runoff during and after construction. This includes erosion control, sediment barriers, proper waste management, and other strategies to minimize pollution and protect water quality in compliance with environmental regulations.
   - *Cooperation:* The Contractor's ability to work collaboratively and effectively with the City, subcontractors, government agencies, and other stakeholders. This involves being responsive and adaptable and maintaining a solution-oriented approach to project challenges.
   - *Professionalism:* Demonstrating ethical conduct, integrity, and respect in all aspects of the Contractor's work. It includes maintaining a positive work environment, adhering to industry standards, and fostering trust through reliable and responsible business practices.
   - *Communication and Public Outreach:* Providing clear, timely, and accurate information to stakeholders and the public as specified in the Contract Documents. This involves regular project updates, responding to concerns, and maintaining transparency to build positive community relations and ensure all parties remain informed.
   - *Subcontracting Performance and Management:* The contractor's ability to select, oversee, and coordinate Subcontractors to ensure their work meets quality standards, deadlines, and compliance requirements. Effective management includes monitoring performance, enforcing contractual terms, and resolving issues to maintain project continuity.

   The above criteria are not equally weighted. For example, though the Contractor may receive an outstanding rating for Contract Administration, Cooperation, Professionalism and/or Communication, the frequent lapses in safety on the job site or disregard for stormwater compliance resulting in serious injury or damages on site justify the Contractor receiving an overall unsatisfactory rating. Therefore, in the context of the Contractor performance ratings, the definitions can be adjusted to focus more on the quality of the Work, timeliness, and adherence to safety standards than other areas.

2. **Performance Rating -** See below for a breakdown of the Contractor's performance rating definitions. These definitions provide a set of expectations across multiple areas of the Contractor's performance, ensuring the Contractor is evaluated holistically on various critical aspects of contract execution.

   a) Outstanding:

   - Contract Administration: Consistently submits all required documentation on time and maintains proper documentation. Fully adheres to the contract's terms and proactively resolves any issues.
   - Compliance with Contract Documents: Demonstrates full understanding of and strict adherence to Contract Documents. Any changes or deviations are well-communicated and documented.
   - Construction Workmanship: The quality of the Work consistently exceeds expectations, with few to no defects, attention to detail, and thorough craftsmanship.

SAMPLE

- Safety: Safety is a top priority, with zero safety incidents, proactive safety training, and implementing additional safety measures beyond required.
- Storm Water Best Management Practices: Consistently implements and exceeds all environmental guidelines for stormwater management and addresses issues before they arise.
- Cooperation: Fully cooperative with all stakeholders, including the client, Subcontractors, and suppliers, with a strong emphasis on team collaboration and problem-solving.
- Professionalism: Maintains the highest standards of conduct, integrity, and respect in all dealings with stakeholders and regulatory agencies.
- Communication and Public Outreach: Regularly updates stakeholders, responds promptly to concerns, and engages with the public in a respectful and transparent manner. Issues are resolved proactively.
- Subcontracting Performance and Management: Subcontractors are managed effectively, adhering to contract terms and producing high-quality work. Coordination between Subcontractors is seamless.

b) Above Satisfactory:

- Contract Administration: Completes necessary documentation with minimal errors and on time. Any issues or changes are addressed promptly.
- Compliance with Contract Documents: Follows Contract Documents well, with only minor discrepancies or deviations that are communicated and resolved.
- Construction Workmanship: Work quality is generally excellent, with a few minor issues or areas for improvement that are promptly corrected.
- Safety: Strong safety record, with minor issues addressed quickly. Safety practices generally meet or exceed expectations.
- Stormwater Best Management Practices: Stormwater management practices are followed effectively, with few issues. Implements best practices and corrects problems when they arise.
- Cooperation: Works well with all parties, addressing issues with minimal conflict. Collaboration is generally smooth.
- Professionalism: Maintains a professional demeanor, resolving conflicts appropriately, and adhering to industry standards.
- Communication and Public Outreach: Communication is proactive and responsive, with timely updates to stakeholders and the public. Public outreach is effective but could be more frequent.
- Subcontracting Performance and Management: Subcontractors are effectively managed, but minor coordination issues may arise. Work is generally on time and meets the standards.

c) Satisfactory:

- Contract Administration: Documentation is completed as required, with occasional delays or missing information. Issues are resolved, but reminders may be required.
- Compliance with Contract Documents: Generally, complies with contract documents, with occasional deviations addressed upon discovery but may result in delays or minor issues.
- Construction Workmanship: Meets the minimum expected quality, with some defects or areas that could be improved. Issues are typically addressed once raised.
- Safety: Safety protocols are followed, though there may be occasional minor incidents or near-misses. The overall safety record is acceptable but not exemplary.
- Stormwater Best Management Practices: Meets basic requirements for stormwater management but may not always go above and beyond to exceed environmental standards.
- Cooperation: Cooperation with others is generally acceptable but may not be proactive. Occasionally requires intervention to resolve conflicts or issues.

SAMPLE

- Professionalism: Conducts business professionally, though there may be occasional lapses in communication or judgment.
- Communication and Public Outreach: Provides regular updates but may not always engage proactively with stakeholders or the public. Responses are typically timely but occasionally delayed.
- Subcontracting Performance and Management: Subcontractors are managed adequately, though there may be some delays or quality issues. Coordination could be improved.

d) Needs Improvement:

- Contract Administration: Frequently submits documentation late or incomplete. Requires frequent reminders to stay on track with contract requirements.
- Compliance with Contract Documents: Regularly deviates from contract documents or fails to follow specifications. Changes or deviations are not always communicated effectively.
- Construction Workmanship: Work quality does not consistently meet the minimum standards. There are frequent defects or the need for rework.
- Safety: Safety violations occur, or safety protocols are inconsistently followed. There are notable safety incidents or risks that need to be addressed.
- Stormwater Best Management Practices: Fails to comply consistently with stormwater management practices, leading to potential environmental concerns or violations.
- Cooperation: Struggles to cooperate with others, leading to frequent conflicts, delays, or miscommunications.
- Professionalism: Displays unprofessional behavior, including poor communication, lack of respect for other stakeholders, or failure to resolve conflicts properly.
- Communication and Public Outreach: Communication is often reactive rather than proactive, failing to inform stakeholders or the public promptly or transparently.
- Subcontracting Performance and Management: Subcontractors are not properly managed, leading to frequent delays, quality issues, or resource mismanagement.

e) Unsatisfactory:

- Contract Administration: Consistently fails to submit required documentation, and there are significant discrepancies or ongoing issues with contract compliance.
- Compliance with Contract Documents: Major deviations from contract documents are frequent and unaddressed. The Contractor fails to follow essential specifications or standards.
- Construction Workmanship: The quality of the Work is consistently poor, with widespread defects and the need for significant rework. It is below industry standards.
- Safety: Serious safety violations or significant incidents affecting worker safety or project progress. Safety regulations are often ignored or not implemented.
- Stormwater Best Management Practices: Failure to implement or adhere to environmental best practices leads to violations or significant environmental impacts.
- Cooperation: Exhibits a lack of cooperation, leading to frequent conflicts with stakeholders, delays, and disruptions in project progress.
- Professionalism: Consistently unprofessional behavior, lack of integrity, failure to meet basic expectations for respect and conduct.
- Communication and Public Outreach: Poor or nonexistent communication, leaving stakeholders or the public uninformed. Issues are ignored or not addressed on time.
- Subcontracting Performance and Management: Subcontractors are poorly managed, leading to significant delays, quality issues, or violations of contract terms. Coordination and oversight are lacking.

SAMPLE

APPENDIX K

POWER PURCHASE AGREEMENT (PPA)

Deductive Alternative for Power Purchase Agreement (PPA) for Third Party Ownership and Maintenance of Solar PV and Battery Energy Storage Systems

The Design-Builder shall include a deductive alternative in their post award proposal as part of the Schedule of Values in accordance with 7-2.1, "Schedule of Values (SOV)", to allow the City of San Diego the option to enter into a Power Purchase Agreement (PPA) with a third-party Licensee who will be determined for the provision of a Photovoltaic (PV) system and battery energy storage system.

The deductive alternative will be considered by the City prior to the approval of the building permit.

Under this deductive alternative:

- The Design-Builder shall coordinate the full design and construction of the PV and battery system using their proposed subconsultants and subcontractors. This work shall be coordinated by the Design-Builder to meet their project schedule, regardless of whether the system is delivered by the Design-Builder directly or via the Licensee through the PPA. The City will make the decision through the deductive alternative for the delivery method.
- The City intends to eventually negotiate and execute a standalone 20-year PPA agreement with the selected Licensee prior to Acceptance of Final Design. If the City elects to pursue the PPA, a deductive credit will be applied to the Design-Builder's contract.
- The Licensee will be responsible for full system installation costs, ongoing maintenance, and performance monitoring over the 20-year term. The PPA will be based on the following requirements:

PPA Requirements:

- The Licensee shall provide up front funding for design and construction of PV system to be paid to Design-Builder once PPA is executed which shall account for the credit of the deductive alternative credit in the proposal.
- The PV and battery systems shall meet the minimum capacity required under the City of San Diego's Zero Emissions Buildings and Operations Policy (ZEMBOP) (see Exhibit C) and be permitted as part of the facility.
- The PV and battery systems shall be designed with an annual degradation rate not to exceed 1%, and the Licensee shall guarantee minimum output performance.
- The Licensee shall fully maintain and operate the system throughout the 20-year term.
- A Data Acquisition and Monitoring System (DAS) shall be provided for all points of interconnect. The system shall include, but not be limited to, the measurement, calculation, display, and reporting of the following items:
    1) PV production in 15-min reporting intervals.
    2) Energy consumption in 15-min reporting intervals.
    3) Weather data in 15-min reporting intervals
    4) System electrical functions (instantaneous and accumulated power output (kW and kWh), AC and DC system voltage and amperage, and peak value tracking with associated time stamps).

5) Pounds of CO2 emissions avoided from the generation of PV energy at the site (compared to local utility fuel mix electric carbon content).

6) Generation data in the Western Renewable Energy Generation Information System (WREGIS) format.

7) Lifetime access to data reported by DAS.

8) DAS shall allow customer or customer's third party designee to programmatically download data through Application Program Interface ("API"). This data shall, at a minimum, include PV production data, energy consumption data, weather station and/or satellite data, and alarm status readings. All data shall be available over multiple timescales, ranging from 15-min intervals to annual intervals and shall include both real-time and historic data.

- The Licensee shall coordinate interconnection and net billing documentation for SDG&E with the City's Energy Division in the Department of General Services.
- The term shall commence upon the City of San Diego occupancy of the facility and/or written acceptance of the facility meeting life safety and operational requirements AND energization of the solar system by SDG&E. The City of San Diego will rely on the Development Services Department for the Building Permit- Certificate of Occupancy. Insurance requirements for the Licensee shall include:
    - **General Liability**: $2,000,000 per occurrence
    - **Automobile Liability**: $1,000,000 per accident
    - **Employer's Liability**: $1,000,000 per accident
    - **Property Insurance**: Sufficient to cover Licensee's equipment, fixtures, and improvements on site.
- The City shall retain the option to purchase the Licensee's system, including any improvements, at fair market value at any point during or at the end of the PPA term.

The Design-Builder shall coordinate closely with the Licensee throughout design to ensure system integration, permitting, and installation meet all project requirements. If the PPA is not executed, the Design-Builder shall proceed with installation as part of their base scope, using the same proposed team.

ATTACHMENT F

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

ATTACHMENT F

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

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

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

(1) For a project involving the use of vehicles subject to the Off-Road Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR section 2449(n), for the fleet selected for this Contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet and provide copies of such Certificates of Reported Compliance to the City within 10 days of issuance of the Notice of Intent to Award letter. Contractor shall enter into a contract with a fleet for which it does not have a valid Certificates of Reported Compliance for the fleet and its listed subcontractors. City shall not enter into a contract with Contractor until all current Certificates of Reported Compliance for the fleet to be used on this Project are provided by Contractor.

(2) The Certificates of Reported Compliance received by Contractor for this Project must be retained by Contractor for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request. Additionally, upon request by City, these records must be produced to City within five business days of the request.

(3) For emergency contracts that meet the definition of “emergency operations” as defined in 13 CCR section 2449(c)(18), they are exempt from the requirements in 13 CCR section 2449(i)(1)-(3) and sections (1) and (2) above, but must still retain records verifying vehicles subject to the regulation that are operating on the “emergency operations” project are actually being operated on the project for “emergency operations” only. These records, as described in more detail below in section (B) must be retained by Contractor for three years after completion of the Project and upon request from either CARB or the City, Contractor shall provide those records to the requesting party within five business days. All other emergency contracts that do not meet the definition of “emergency operations” must comply with the requirements above and 13 CCR section 2449(i)(1) – (3).

A. "Emergency Operations" is defined as:

1. Any activity for a project conducted during emergency, life threatening situations, where a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or an essential public service; or in conjunction with any officially declared disaster or state of emergency, as declared by an authorized health officer, agricultural commissioner, fire protection officer, or other authorized health officer;

2. Any activity for a project conducted by essential service utilities to provide electricity, natural gas, telephone, water, or sewer during periods of service outages and emergency; or

3. Operations including_repairing or preventing damage to roads, buildings, terrain, and infrastructure as a result of an earthquake, flood, storm, fire, other infrequent act of nature, or terrorism. Routine maintenance or construction to prevent public health risks does not constitute emergency operations under the Off-Road Regulations.

B. The records retained by Contractor for "emergency operations" projects must include:

1. A description of the emergency;

2. The address or a description of the specific location of the emergency;

3. The dates on which the emergency operations were performed; and

4. An attestation by the fleet that the vehicles are operated on the Project for "emergency operations" only.

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

(1) Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in 13 CCR section 2449(n), from all fleets that have an ongoing contract with Contractor as of March 1 of that year. Contractors shall not write contracts to evade this requirement.

(2) Contractor shall only allow fleets with valid Certificates of Reported Compliance on the Contractor's job sites.

(3) If Contractor discovers that any fleet intending to operate vehicles subject to this regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in 13 CCR section 2449(n), or if Contractor observes any noncompliant vehicles subject to the regulation on Contractor's job site, then Contractor must report the that to CARB at https://calepacomplaints.secure.force.com/complaints/Complaint, or email **dieselcomplaints@arb.ca.gov**, for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle, as applicable, within five business days of such discovery. See 13 CCR 2449(n) for the information required to be disclosed to CARB when reporting non-compliance.

(4) Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for Contractor.

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

(A) Who does the In-Use Off-Road Regulation Apply to?

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

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

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

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

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

ATTACHMENT G

EVALUATION AND SELECTION CRITERIA

ATTACHMENT G

EVALUATION AND SELECTION CRITERIA

Proposals will be ranked according to the criteria described below:

1. Proposer Exceptions to this RFP – Pass / Fail

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

2. Summary of Proposal (3 Points Max)

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

3. Project Team (26 Points Max)

3.1. Describe the proposed management plan for this Project. Describe the qualifications of key proposed construction and technical personnel, and subcontractors, from applicable fields including but not limited to the following:

3.1.1. Architectural

3.1.2. Interior Design

3.1.3. Civil

3.1.4. Structural

3.1.5. Mechanical/Electrical/Plumbing

3.1.6. Energy/Sustainability/LEED AP

3.1.7. Environmental

3.1.8. Geotechnical

3.2. Project Manager – Design-Builder shall employ a minimum of 1 fully experienced and qualified project manager. This person shall be Responsible for the budget, schedule and quality of the project. Duties also include responsibility for all necessary paperwork such as obtaining permits; coordination of request for information (RFI) and submittals; schedule generation and updates; resource management to maintain the project schedule; and overall project management. Person shall have previously functioned in a similar role, on a minimum of three (3) comparable, projects of similar size.

3.3. Project Superintendent - Design-Builder shall employ a minimum of 1 fully experienced and qualified Project Superintendent. This person shall be responsible for all construction efforts. Duties include coordination with stake holders; quality

control; compliance with all required permits; coordination with environmental monitoring staff; and, field construction in coordination with Project Manager. This person shall have previously functioned in a similar role, on a minimum of three (3) comparable, projects of similar size. Assistant Superintendent/Asst. Project Manager – This person shall assist the Project Manager and Project Superintendent as necessary with all relevant tasks. This person shall have previously functioned in a similar role, on a minimum of two (2) comparable, projects of similar size.

3.4. Environmental Experts – Demonstrate that your team has a solid record with each specialty below having a minimum of three (3) years' experience relative to local City of San Diego Development Services Department Environmental Documents compliance including but not limited to Hazardous Materials Disposal, Biology, Noise, Historic Buildings, Paleontology, Archeology, and Native American Monitoring. Monitors are to meet the standards required and the approval of the Development Services Department.

3.5. Provide an Organizational Chart of all the key members of the project team from the Project Manager to all subcontractors/suppliers on your team.

3.6. Project Partnering and Coordination: Describe past experience with formal partnering process, including partnering facilitator and qualifications (IPI certification). List any awards won for partnering or teamwork on past projects. Describe process and intent to solicit City input and approval for compliance with RFP requirements.

4. Technical Approach and Design Concept (27 Points Max)

4.1 Proposers shall provide a comprehensive description of the proposed design concept for this Project. The submission shall include narrative explanations, conceptual design drawings, renderings, schematics, equipment information, and any other materials necessary to allow the City to make an informed evaluation of the Proposer's technical approach. The completeness and technical merit of the design concept will be evaluated.

The following elements shall be included in this Technical Proposal:

4.1.1. Conceptual Design Narrative – Provide a clear description of the overall design philosophy, concept, and approach, demonstrating how the proposal responds to the Owner's program, goals, and intent of the bridging documents.

4.1.2. Visual Representations – Provide at least two (2) to three (3) conceptual renderings or visualizations (interior and/or exterior) that illustrate the proposed design, including architectural character, colors, finishes, and materials.

4.1.3. Preliminary Space Plans – Submit diagrams or layouts indicating functional adjacencies, circulation, and space utilization.

4.1.4. Aesthetics and Functionality – Describe the building interior design, architecture, aesthetics, preliminary color board, Revit 24"x36" concept drawing, and functionality in accordance with requirements set in the RFP.

4.1.5. Schedule and Budget Alignment – Provide a high-level summary demonstrating how the proposed concept can be delivered within the project budget, schedule, and scope.

4.1.6. Incorporation of Bid Alternates – Describe how bid alternates (including potential reduction of floor space) will be incorporated without compromising overall programming or functionality. Provide supporting renderings and/or schematics where necessary.

4.1.7. Proposed Enhancements or Alternatives – Identify any major modifications or enhancements to the bridging document conceptual plans that could improve programming, functionality, or reduce overall cost.

4.1.8. Presentation Package – Submit a concise, well-organized proposal package compiling the above items in a format suitable for City review.

4.1.9. Sustainability Strategy – Describe the Design-Builder's approach to integrating sustainable design and construction practices consistent with the City's objectives.

4.1.10. LEED and ZEMBOP Compliance – Describe the Design-Builder's plan to meet the requirements for LEED Gold Certification and compliance with ZEMBOP requirements, including proposed strategies, systems, and materials to achieve these standards

5. Construction Plan (40 Points Max)

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

5.1.1. Construction approach and methods

5.1.2. Plan for phasing of construction activities

5.1.3. Proposed safety program

5.1.4. Proposed staging, and construction Trailer

5.1.5. Construction approach and methods - Explain the Design-Builder's approach to the sequencing of the project as a whole. Include information on the overall approach and methods to the construction.

5.1.6. Proposed construction schedule - Describe the Design- Builder's resource management of the work inclusive of staffing and work hours. Provide a schedule that shows the tasks, durations, resources, and crew work hours projected to complete the work. Identify the critical path.

5.1.7. Accelerated schedule – Creative means and methods and/or construction sequencing that demonstrate possible completion ahead of contractual timeline.

5.1.8. Environmental Efforts - Describe the Design-Builders coordination efforts respective to Environmental monitoring during construction, Dust Control and Storm Water Pollution Prevention Plan implementation.

6. Reference Checks (4 Points Max)

6.1. Minimum of three (3) references required with contact name, title, organization, phone number, and email. Provide a brief description of each reference and their relevance to the project.

The City reserves the right to request presentations and interviews as necessary. Subsequent to receipt of the proposals, the City will provide written notice of the request for an interview to any of the Design-Builders as needed. The purpose of the presentation 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.

TOTAL POINTS: 100

7. Review of Technical Proposal

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

7.2. The City reserves the right to schedule interviews with any Design-Builder to ask questions about or to seek clarifications on their proposal

7.3. Subsequent to receipt, the City will provide written notice of the schedule for technical presentations. The purpose of the presentations is to allow the Panel to ask questions and to seek clarifications about the Proposal. It also provides an opportunity for the Design-Builders to elaborate on and highlight significant parts of their Proposals. This schedule will be on a random draw basis and has no bearing on the potential for award or other significance.

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

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

8. Final Selection Based on Weighted Criteria

8.1. Based on the Design-Builders' Proposals and any follow-up presentations, and using the Project's Evaluation Criteria, the Panel will continue to rank the Design-Builder's Proposals by determining an overall score which shall be calculated as follows:

8.2. A maximum of 40 points will be assigned for the Contract Price as proposed. The lowest total Contract Price of all the Proposals that meet the requirements of this RFP will receive the maximum assigned points to this category. The other Price Proposals will be scored based on how much higher their total Contract Prices compare to the lowest:

$$\left(1- \frac{(\text{Contract Price-Lowest Contract Price})}{(\text{Lowest Contract Price})}\right) \times \text{Max Pts} = \text{Pts Rcvd}$$

8.3. A maximum of 60 points will be assigned for the qualitative criteria described in the RFP. All Proposals shall receive scores based on 60 times the average of the composite ratings provided by the Panel.

8.4. The Selected Design-Builder will be the team with the highest total score earned. Design-Builders will be notified in writing of the City's final decision.

8.5. For example, if the lowest total Contract Price of all proposals is $100, that Proposal would receive the maximum allowable points for the price category. If the total Contract Price of another proposal is $105 and the maximum allowable points is 80 points, then that Proposal would receive (1– ((105–100)/100) x 80 = 76 points, or 95% of the maximum points. The lowest score a Proposal can receive for this category is zero points - the score cannot be a negative number. The below example using the same 80/20 split illustrates the calculation outcomes with Firm A winning the competition even though Firm A did not have the highest rated proposal or the lowest price:

Firm	Avg. Composite Rating	Qualitative Score (20Max)	Price Proposal	Price Score (80 Max)	Total Score (100 Max)
A	85.00	17.00	$105	76.00	93.00
B	**88.00**	**17.60**	**$130**	**56.00**	**73.60**
C	50.00	10.00	$100	80.00	90.00
Note: All figures will be rounded off to two decimal places.					

ATTACHMENT H

PRICE FORMS

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **OCEAN BEACH BRANCH LIBRARY**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

Design-Builder must complete and submit the Excel Price Proposal Sheet as a General Attachment.

The Price Proposal Forms, including the following forms must be submitted as the Cost File in PlanetBids.

1. TOTAL PRICE FOR DESIGN-BUILD PROPOSAL
2. DESIGN-BUILD LIST OF SUBCONTRACTORS
3. DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

Price Proposal Sheet

The Design-Builder agrees to the design and construction of **OCEAN BEACH BRANCH LIBRARY**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
1	524126	Bonds (Payment and Performance)	1		LS	$101,498.00	$101,498.00
2	541330	Engineering and Design Services	1	D	LS	$1,210,372.00	$1,210,372.00
3	238210	Demolition and Construction Services	1		LS	$9,484,563.00	$9,484,563.00
4	236220	Building Permit (EOCP Type I)	1		AL	$100,000.00	$100,000.00
5	EOC2	City Contingency (EOC Type II)	1		AL	$300,000.00	$300,000.00
6	541330	WPCP Development	1	D	LS	$9,785.00	$9,785.00
7	237310	WPCP Implementation	1		LS	$20,967.00	$20,967.00
8	541370	Survey Services	1	D	LS	$43,434.00	$43,434.00
9	Other	Non-Fixed Furniture (EOC Type I)	1		AL	$348,860.00	$348,860.00
10	238210	Utility Fees - Dry Utilities (EOC Type I)	1		AL	$40,000.00	$40,000.00
11	237110	Utility Fees - Wet Utilities (EOC Type I)	1		AL	$40,000.00	$40,000.00
						TOTAL:	$11,699,479.00

* Design Element (For City Use)

Alternate Deduct per RFP:

Deduct PV System from Contract per RFP. ECC would provide raceways to roof for PV to be provided by others. ($131,250)

TOTAL PRICE FOR DESIGN-BUILD PROPOSAL

Total Price For Design-Build Proposal, (Excel Price Proposal Sheet items 1 through 11, inclusive), amount written in words:

Eleven Million Six Hundred Ninety Nine Thousand Four Hundred Seventy Nine dollars & zero cents

Design-Builder: EC Constructors, Inc.

Title: James J. Summers, President

Signature:

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

Sherri L. Summers, CEO

James J. Summers, President

Lyndsi M. Summers, Treasurer Cory J. Summers, Secretary

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.

Voluntary Alternates:
Utilize Decorative Asphalt Shingles in lieu of Cedar Shingle Tile ($61,278)

Utilize Existing domestic water laterals & meters in lieu of New Laterals ($62,000)

Eliminate walls & fences that create secure back patio area ($69,870)

Remove Community Patio from Program ($135,800) (Remove patio & trellis; Folding Doors replaced with windows; Landscape would be placed in this area)

Complete Demolition & Abatement of Two-Story Annex under separate contract ($192,577)
Note: Site clearing & selective demolition at existing library structure to remain in contract.

Remove Requirement for LEED Silver Certification process ($45,000) This deduction is consultant fees to process paperwork. Design would still meet or exceed CalGreen Standards and utilize materials to meet LEED guidelines.

NOTES:

A. The Contract Price to be used in the selection process as described in Attachment G of the RFP will be determined by the base proposal alone.

B. After the selected Design-Builder has been determined, the City may, at its sole discretion, award the contract for the Base Proposal alone.

C. Proposals shall not contain any recapitulation of the Work. Conditional Proposals may be rejected as being **nonresponsive**. Alternative proposals will not be considered unless called for.

D. Subcontractors' License Numbers must be filled in on the Design-Build List of Subcontractors. Failure to provide the information specified may deem the bidder **nonresponsive**.

E. The Excel Spreadsheet named "Price Proposal Sheet" in the Documents tab of PlanetBids must be downloaded, completed, and submitted within the General Attachments section in PlanetBids.

F. Only Unit Prices must be filled in on the Excel Price Proposal Sheet. Other boxes are not to be altered. The Extension boxes will automatically calculate the total of the Unit Price x Quantity. The Total boxes will automatically calculate the total of all Extension prices.

G. The Design-Builder's failure to submit a price shall render the Proposal **nonresponsive** and ineligible for award.

H. 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.

I. All Extension prices and the Total will be subject to verification by the City.

DESIGN-BUILD LIST OF SUBCONTRACTORS

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

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the Public Contract Code (PCC), The Design-Builder is to list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of0.5% of the Design-Builder's total Bid. The Design-Builder is to list below the portion of the work which will be done by each Subcontractor. The Design-Builder is to list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor is to be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder is to list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: domus studio architecture Address: 2800 Third Ave. City: San Diego State: CA Zip: 92103 Phone: 619-692-9393 Email: david.pfiefer@domusstudio.com	Designer	N/A	N/A	Designer	$1,241,443	3 ELBE firms under domus Prince $152,500 Libby $97,000 Parterre $47,600	City	
Name: Nova Services Address: 4373 Viewridge Ave/ City: San Diego State: CA Zip: 92123 Phone: 858-292-7575 Email: mcook@usa-nova.com	Consultant	N/A	N/A	Geotechnical Consultant and Special Inspections	$63,873	SLBE	City	

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.

Form AA05 – Design-Build List of Subcontractors

DESIGN-BUILD LIST OF SUBCONTRACTORS

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Name: Bayview Demolition Address: 6925 San Leandro St. City: Oakland State: CA Zip: 94621 Phone: 510-542-6181 Email: gmarocco@bayviewservices.com	Constructor	1000002529	764068	Demolition & Abatement	$256,873			
Name: Sylvester Roofing Address: 2255 Barham Dr. City: Escondido State: CA Zip: 92026 Phone: 760-535-4561 Email: tony.z@sylvesterroofing.com	Constructor	100006357	516696	Roofing	$158,134			

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Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
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Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
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State of California's Department of General Services	CADoGS	City of Los Angeles	LA
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Name: Centex Glazing Address: 9248 Olive Drive City: Spring Valley State: CA Zip: 91977 Phone: 619-644-1981 Email: sam@centexglazing.com	Constructor	1000005393	806989	Glazing	$445,000			
Name: EL Hobbs Inc. Address: 9917 Maine Ave. City: Lakeside State: CA Zip: 92040 Phone: 619-401-1708 Email: ehobbs@elhobbsinc.com	Constructor	1000004428	777073	Plaster & Drywall	$447,000			

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Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
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Form AA05 – Design-Build List of Subcontractors

DESIGN-BUILD LIST OF SUBCONTRACTORS

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Name: A-1 Fire Protection Address: 8655 Miramar Place City: San Diego State: CA Zip: 92121 Phone: 858-623-2733 Email: john@a1fpi.com	Constructor	1000002910	388358	Fire Sprinklers	$98,600	ELBE	City	
Name: Colson Plumbing Address: 18023 Calle Ambiente City: Rancho Santa Fe State: CA Zip: 92067 Phone: 619-572-2446 Email: george.moreno@colsonplumbing.com	Constructor	2000013629	1141348	Plumbing	$153,267			

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Name: Mech One Inc. Address: 3154 Amberwood Ln. City: Escondido State: CA Zip: 92027 Phone: 760-260-8121 Email: tony@mechone.com	Constructor	1000001944	934023	HVAC	$475,000	SLBE	City	
Name: SJ Electric Address: 8731 Winter Gardens Blvd. City: Lakeside State: CA Zip: 92040 Phone: 619-328-1305 Email: sjudd@sjecompany.com	Constructor	1000369720	1035709	Electrical	$1,211,000	ELBE	City	

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Form AA05 – Design-Build List of Subcontractors

DESIGN-BUILD LIST OF SUBCONTRACTORS

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Name: Southwest Signal Service Address: PO Box 1297 City: El Cajon State: CA Zip: 92022 Phone: 619-442-3343 Email: tony@mechone.com	Constructor	1000004265	451115	Traffic Signal	$37,735	SLBE	City	
Name: Address: City: State: Zip: Phone: Email:								

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Form AA05 – Design-Build List of Subcontractors

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST
****TO BE INCLUDED WITHTHE PRICE PROPOSAL ONLY****

NONE

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DIR REGISTRATION NUMBER	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED②
Name:_____ Address:_____ City:_____ State:_____ Zip:_____ Phone:_____ Email:_____							
Name:_____ Address:_____ City:_____ State:_____ Zip:_____ Phone:_____ Email:_____							

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

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

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

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Form AA25 – Design-Build Named Equipment Supplier List

JOBS COORDINATOR DESIGNATION FORM

JOBS COORDINATOR. A Jobs Coordinator is an independent third-party individual, entity or employee with whom the Prime Contractor contracts with or employs to assist with: achieving and exceeding the Local Worker goals set forth in the PLA, Article 4, Section 4.5; fulfilling the Work Opportunities Program as set forth in Article 22; and Helmets to Hardhats participation as set forth in Article 23. Each subcontractor, regardless of tier, shall utilize the Jobs Coordinator retained by the Prime Contractor pursuant to the PLA, Article 22 Section 22.2 (f). The Prime Contractor must submit a Jobs Coordinator Designation Form prior to award of a Covered Project or each time it is assigned a Task Order that is considered a Covered Project.

List the applicable Jobs Coordinator information below.

Legal Name and Full Street Address of Jobs Coordinator Firm (or list Prime Contractor if self-performing)	Name of Individual Acting as Jobs Coordinator	Phone number of Jobs Coordinator	Email address of Jobs Coordinator
Harris & Associates dba Harris Consulting Group	Teela Page	323-422-8978	teela@harrisconsultinggroup.net

Bidder Signature:_____ Dated: 05/21/2026

JOBS COORDINATOR QUALIFICATIONS. Jobs Coordinator qualifications may include, but are not limited to, the following:

A. 3 years' experience providing Jobs Coordinator services.

B. Possess working relationships with the San Diego Building and Construction Trades Council, Veteran Worker organizations, and signatory craft councils and unions operating within the County of San Diego by describing previous interactions, relationships, and partnerships with these parties/groups.

C. Demonstrate experience with Targeted and/or Veteran Worker populations.

D. Experience working with services of the Center for Military Recruitment, Assessment and Veterans Employment and "Helmets to Hardhats" programs.

JOBS COORDINATOR RESPONSIBILITIES. The Prime Contractor may require the selected Jobs Coordinator to perform a list of duties that include, but are not limited to, the following:

A. Develop, create, design, and market specific programs to attract Local, Targeted and/or Veteran Workers for construction opportunities (e.g. handouts and fliers for "walk-ins" demonstrating program entrance procedures).

B. Coordinate services for contractors to use in the recruitment of Local, Targeted and/or Veteran Workers.

C. Conduct orientations, job fairs, and community outreach meetings in the local community.

D. Distribute the City of San Diego Targeted Worker Survey Form.

    a. Screen Targeted and/or Veteran Workers status.

E. Establish a referral and retention tracking mechanism for placed Local, Targeted and/or Veteran Workers and apprentices.

F. Network with the various work source centers, community organizations, and other non-profit entities that provide qualified Local, Targeted, and/or Veteran Workers.

G. Coordinate with the various building trades crafts for referral and placement of Local, Targeted, and/or Veteran Workers.

H. Maintain a database of pre-qualified Targeted and/or Veteran Workers for referral.

I. Be the point of contact to provide information about available job opportunities on projects.

J. Assist all subcontractors, regardless of tier, with their documentation efforts and other reports as it relates to their Local, Targeted and/or Veteran Worker hiring goals.

K. Work closely with the City, the building trades, and all contractors in achieving and/or exceeding the Local Worker goal and voluntary Targeted Worker participation.

JOBS COORDINATOR DELIVERABLES. The Prime Contractor may require the selected Jobs Coordinator to provide, on a monthly basis, an update of Jobs Coordinator activities via email, including but not limited to:

A. Number of Local, Targeted and/or Veteran Worker placements made.

B. Contractor availability for sponsoring new Local, Targeted and/or Veteran Workers.

C. Spotlight photos and interviews with Local, Targeted and/or Veteran Workers.

D. Activities that have been completed to achieve the Local Worker goal and voluntary Targeted Worker participation.

E. Identification of any workers who meet the Local, Targeted and/or Veteran status that are available for placement.

Introduction:

Harris Consulting Group (HCG) is pleased to submit this proposal for the Jobs Coordinator services. Labor Compliance programs (LCP) are entities used to monitor and enforce compliance with state and federal prevailing wage laws on public works projects. They are the vehicles that enforce prevailing wage laws on behalf of agencies that award public works contracts (known as “awarding bodies”).

Many public entities have implemented a Local and Targeted Worker Hire Policy (LTWHP), PLA or CWA on projects to facilitate the hiring of Local and Targeted workers. The hiring of a Jobs Coordinator is necessary to ensure the proper implementation of LTWHP, PLA or CWA.

Today companies are faced with a critical decision of which LCP and Jobs Coordinator company to select because this service is so key to managing and complying with regulations and laws that could potentially cost a company thousands, if not millions of dollars to not comply with the required laws. HCG understands this dilemma, so we work hard to make the process as easy and efficient as possible for the companies that we service.

HCG has over 10 years of experience providing successful Labor Compliance and Jobs Coordination programs to very large contractors, and it is our desire to provide this service for you as well. You will find our proposal is comprehensive and direct and offers a comprehensive simple approach. ***We are also certified by Metro as a Disadvantaged and Small Business Enterprise (DBE/SBE).***

Summary of Services:

1. Jobs Coordinator
2. Price Proposal

We thank you for the opportunity to present this proposal and would appreciate your considering HCG to provide Labor Compliance/ Jobs Coordinator services for your company.

Regards,

John W. Harris

Experience History - List of Projects

7th Street Streetscape
Location: Los Angeles, CA
Position: Jobs Coordinator
Status: August 2022- Present

6th St. (PARC) Project
Location: Los Angeles, CA
Position: Jobs Coordinator
Status: February 2024- Present

Arroyo Seco LFD Project
Location: Los Angeles, CA
Position: Jobs Coordinator
Status: Completed

LA River LFD Project
Location: Los Angeles, CA
Position: Jobs Coordinator
Status: Completed

Sierra Madre Dam Slope
Location: Sierra Madre, CA
Position: Jobs Coordinator
Status: Completed

Magic Johnson Park Project
Location: Los Angeles, CA
Position: Jobs Coordinator
Status: Completed

Harbor UCLA Medical Center Electrical Switchgear Replacement Project
Location: Torrance, CA
Position: Jobs Coordinator
Status: Completed

103rd St Green Improvement Project
Location: Los Angeles, CA
Positions: Jobs Coordinator
Status: Completed

Mt. McDill
Location: Palmdale,CA
General Contractor: GMZ Engineering
Position: Jobs Coordinator
Status: Completed

Secondary Sewer Renewal Program (SSRP) H31 Beachwood Drive & Scenic Ave and Upper Beachwood Easement Maintenance Hole Addition
Location: Hollywood Hills
General Contractor: Vasilj, Inc.
Position: Jobs Coordinator
Status: Completed

Port of Los Angeles Berths 196 – 199 Wharf Rehabilitation Project
Location: Port of Los Angeles
General Contractor: Vortex Marine Construction, Inc.
Position: Jobs Coordinator
Status: Completed

California Prison Industry Authority Laundry Water Reclamation Systems Project
Location: San Diego, CA
General Contractor: Norchem Corporation
Position: Labor Compliance Officer and Jobs Coordinator
Status: Completed

Paradise Creek Affordable Housing Project – Phase 1 and 2
Location: National City, California General Contractor:
VCC, LLC
Position: Labor Compliance Officer and Jobs Coordinator
Status: Completed

EXPO 2 Light Rail Construction Project
General Contractor: SkanskaRados, a Joint Venture
Location: Culver City to West Los Angeles
Position: Labor Compliance Officer, SBE Coordinator and Jobs Coordinator
Status: Completed

ATTACHMENT I

DESIGN-BUILD AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered by and between The City of San Diego [City], a municipal corporation, and **EC Constructors, Inc** [Design-Builder], for the purpose of designing and constructing the **OCEAN BEACH BRANCH LIBRARY** (Project) in the total amount Eleven Million Six Hundred Ninety Nine Thousand Four Hundred Seventy Nine Dollars and Zero Cents ($11,699,479.00), which is comprised of the Base Proposal, consisting of an amount not to exceed $2,880,332.00 for Phase 1; $8,470,287.00 for Phase 2 and $348,860.00 for Phase 3**.**

The City and Design-Builder are referred to herein as the "Parties".

RECITALS

A. The City desires to construct the Project located in the City of San Diego, California.

B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this Agreement.

C. The City has issued Request for Proposal (RFP) number **K-26-2391-DB2-3** for **OCEAN BEACH BRANCH LIBRARY**, 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 wishes to construct this Project on a Phase-Funded basis. In accordance with Whitebook section 7-3.10, the City is only obligated to pay for Phase I; Design-Builder cannot begin, nor is the City financially liable for additional Phases, unless and until Design-Builder is issued a Notice to Proceed for each additional Phase by the City.

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. Supplemental Agreements, and the attached Proposal included in the Proposal documents by the Contractor are incorporated into the Contract by this reference.

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 2021 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2021 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 3-7.2 of The WHITEBOOK and shall follow that order of precedence.

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

CONTRACTOR EC Constructors, Inc.

By _____

Print Name: James J. Summers

Title: President

Date: 05/27/2026

City of San Diego License No.: B2012044182

State Contractor's License No.: 585677

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000004249

THE CITY OF SAN DIEGO

By: _____

Print Name: Claudia C. Abarca
Director
Purchasing & Contracting Department

Date: June 8, 2026

APPROVED AS TO FORM
Heather Ferbert, City Attorney

By: _____

Print Name: Christina L. Rae
Deputy City Attorney

Date: 6/12/2026

PHASE FUNDING SCHEDULE AGREEMENT

The particulars left blank below, such as the total number of phases and the amounts assigned to each phase, will be completed with funding specific information from the Pre-Award Schedule and Construction Cost Loaded Schedule submitted to and approved by the City.

RFP NUMBER: K-26-2391-DB2-3

CONTRACT OR TASK TITLE: Ocean Beach Branch Library

CONTRACTOR: EC Constructors, Inc.

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Design/Permits/Demolition & Grading/Site Utilities WPCP/ Bonds/ Survey / Utility Fees City Contingency (EOC Type II) of 100k	6/01/2026	7/15/2027	$ $2,880,332
2	Construction Phase Renovation & Addition City Contingency (EOC Type II) of 200k	7/16/2027	12/15/2028	$8,470,287
3	Non-Fixed Furniture	7/01/2028	12/15/2028	$348,860
			Contract Total	$11,699,479

Notes:

1) WHITEBOOK section 7-3.10, “Phased Funding Compensation” applies.
2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
3) This PHASE FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by written modifications to the CONTRACT

CITY OF SAN DIEGO

PRINT NAME: Yoftahe Ghiliamichael

Construction Senior Engineer

Signature: Yoftahe

Date: 5/13/26

PRINT NAME: Nikki Lewis

Design Senior Engineer

Signature:

Date: 5/13/26

CONTRACTOR EC Constructors, Inc.

PRINT NAME: Jim Summers

Title: President

Signature:

Date: 05/13/2026

ATTACHMENT J

PROJECT LABOR AGREEMENT

ORIGINAL

CITY OF SAN DIEGO

PROJECT LABOR AGREEMENT

FOR

CITY-PROCURED CAPITAL IMPROVEMENT PROJECTS

AND OTHER PROJECTS

DOCUMENT NO. 00- 21764

FILED FEB 13 2024

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

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CITY OF SAN DIEGO

PROJECT LABOR AGREEMENT
FOR
CITY-PROCURED CAPITAL IMPROVEMENT PROJECTS
AND OTHER PROJECTS

This Project Labor Agreement ("PLA") is entered into by and between the City of San Diego ("City"), the San Diego County Building and Construction Trades Council, AFL-CIO ("Council"), and the signatory Craft Unions ("Unions").

ARTICLE 1
RECITALS

WHEREAS, this PLA will be beneficial to the efficient delivery of City-procured projects included in the City's adopted Capital Improvements Program budget and other projects specifically identified by the City that are of regional significance critical to the safety, economic sustainability, and quality of life of the citizens of San Diego; and

WHEREAS, the City is committed to creating programs that provide access to a skilled and trained workforce and address the needs of underserved groups who have historically experienced significant barriers to participating in employment within the construction industry. Through the construction of City-procured projects included in the City's adopted Capital Improvements Program budget, the City aims to create economically sustainable benefits to the region, derived from employment and training programs to help individuals that are historically marginalized. The City supports policies that create careers, advance equity, and assist vulnerable individuals located in underserved communities; and

WHEREAS, the City desires the completion of the Covered Projects in a professional, safe, efficient, and economical manner, without undue delay or work stoppage; and

WHEREAS, the successful completion of Covered Projects are of the utmost importance to the San Diego region; and

WHEREAS, the Parties have pledged their full commitment to work towards a mutually satisfactory completion of the Covered Projects; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work on the Covered Projects, including workers affiliated with and/or represented by the Unions; and

WHEREAS, it is recognized that on construction projects with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the Parties agree that by establishing and stabilizing wages, hours, and working conditions for the workers employed on the Covered Projects, a satisfactory, continuous, and harmonious relationship will exist among labor and management that will lead to the efficient and economical completion of Covered Projects; and

WHEREAS, in recognition of the special needs of the Covered Projects and to maintain a spirit of harmony, labor-management relations, peace, and stability during the term of this PLA, the Parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances without any strikes, slowdowns, work interruptions, or disruption of Covered Projects, and the Contractors agree not to engage in any lockout; and

WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training, and employment of Local Workers and Targeted Workers, and also recognizes the ability of local Apprenticeship Programs to provide meaningful and sustainable careers in the building and construction industry. The City, Contractors and Unions will encourage Local Workers and Targeted Workers to participate in Covered Projects through programs and procedures jointly developed to prepare and encourage such individuals for entrance into Apprenticeship Programs and formal employment on the Covered Projects through the referral programs sponsored and/or supported by the Parties to this PLA; and

WHEREAS, the Covered Projects will provide opportunities for Disadvantaged Businesses to participate as Contractors, subcontractors, or suppliers, and the Parties therefore agree that they will cooperate with all efforts of the City, the Project Labor Coordinator, Contractors and other organizations retained by the City for this purpose, to encourage and assist the participation of Disadvantaged Businesses in the Covered Projects. Specifically, Contractors and Unions understand that the City has established and quantified goals which place a strong emphasis on the utilization of Disadvantaged Businesses on Covered Projects. The City, Contractors and Unions shall participate in outreach programs and provide education and assistance to businesses not familiar with working on projects of this scope. Further, the Parties shall ensure that the provisions of this PLA do not inadvertently establish impediments to participation of such Disadvantaged Businesses, Local Workers and Targeted Workers; and

WHEREAS, it is further understood that the City shall administer the obligations under this PLA to ensure that the benefits of the PLA flow to all signatory Parties, Contractors, craft persons working under it, and residents of the San Diego region. The City may designate a Project Labor Coordinator, either from its own staff and/or a consultant acting on behalf of the City, to monitor compliance with the PLA. The Project Labor Coordinator, as the authorized representative of the City, will assist with the development and implementation of the programs referenced in this PLA, all of which are critical to fulfilling the intent and purposes of the Parties and this PLA.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES AS FOLLOWS:

ARTICLE 2
DEFINITIONS

Capitalized terms utilized in this PLA which are not otherwise defined herein shall have the meanings ascribed to said terms below. All definitions include both singular and plural forms.

"Applicable Prevailing Wage Laws" means the prevailing wage laws, regulations, and determinations applicable to a Covered Project pursuant to the State of California Labor Code and/or the Davis-Bacon Act and related federal laws.

"Apprentice" means an apprentice properly registered in an Apprenticeship Program for the entire time they are employed on a Covered Project.

"Apprenticeship Program" means an apprenticeship program (i) approved by the State of California's Division of Apprenticeship Standards; (ii) registered with the U.S. Department of Labor; or (iii) registered with a State Apprenticeship Agency granted authority by the U.S. Department of Labor to register apprenticeship programs for federal purposes, pursuant to 29 CFR Part 29.

"Apprenticeship Readiness Program" means an apprenticeship readiness program authorized by North America's Building Trades Unions and the Council to teach the Multi-Craft Core Curriculum (MC3) and prepare Local Workers and Targeted Workers for entry into Apprenticeship Programs.

"City" means the City of San Diego.

"Contractor" means the Prime Contractor and any subcontractor of any tier awarded Covered Work. The term "Contractor" includes any individual, firm, partnership, corporation, owner operator, consultant or combination thereof, including joint ventures, performing Covered Work.

"Core Employee" is defined in Article 4, Section 4.6(a).

"Council" means the San Diego County Building & Construction Trades Council.

"Covered Contract" means a prime contract or subcontract awarded for performance of Covered Work.

"Covered Professional Services Agreement" means either (1) a project specific consultant agreement for an individual Covered Project that includes Covered Work or (2) the following specialized as-needed consultant agreements that include Covered Work: (a) as needed construction management services; (b) as-needed geotechnical engineering services; (c) as-needed land surveying, mapping, and digitizing services; and (d) as-needed material testing services.

"Covered Project" means either: (1) a City-procured construction project included in the City's adopted Capital Improvements Program budget that is advertised with a City-estimated construction contract value of: (a) at least $5 million in the first and second years of this PLA (July 1, 2024 to June 30, 2026); or (b) more than $1 million thereafter; or (2) a construction project that is not procured by the City, but which is enumerated on Attachment A and for which a bid is advertised during the term of this PLA. The City Council may, by resolution at its sole discretion, include other construction projects for coverage under the PLA or exclude a Covered Project from coverage under the PLA.

"Covered Work" means construction work on a Covered Project, except for work that is excluded under a specific exemption in this PLA. Covered Work also includes work identified as requiring payment of prevailing wages under the State of California general prevailing wage determination for Field Surveyor and/or Building/Construction Inspector and Field Soils and Material Tester in a Covered Professional Services Agreement. The scope of work includes: making precise measurements to determine relative position or as-built locations; providing stakes, markers, or similar information for location or construction in support of construction operations; field surveying services to support work performed under the direction of a Licensed Land Surveyor or Civil Engineer; field inspections and testing for reinforced concrete, soils, structural masonry, prestressed concrete, structural steel and welding, and other construction materials used in buildings, roads, and related projects. In the event work is referred to by such terms as "quality control" or "quality assurance," such work shall be included under the PLA if it satisfies the above criteria.

"Disadvantaged Business" means a business that is either: (1) a Disadvantaged Business Enterprise pursuant to 49 C.F.R §26.5 that has been certified by either the California Department of Transportation ("Caltrans") or a Caltrans-approved California certifying agency; (2) a Minority Business Enterprise or a Woman Business Enterprise certified by Caltrans, a Caltrans-approved certifying agency or the California Public Utilities Commission ("CPUC"); or (3) a Small Local Business Enterprises or Emerging Local Business Enterprises certified by the City of San Diego.

"Jobs Coordinator" means an independent third-party individual, entity or employee with whom the Prime Contractor enters into a contract or employs to assist the Contractor with achieving and exceeding the Local Worker and Targeted Worker goals set forth in Section 4.5 of this PLA. The City may elect to assign City staff to perform the duties of the "Jobs Coordinator."

"Local Worker" means an individual domiciled in San Diego County, CA or a Veteran residing anywhere. "Domiciled" has the meaning set forth in section 349(b) of the California Election Code, indicating a fixed address with intent of continued residency.

"Master Agreement" means the local master labor agreement of a Union.

"Parties" means the City, the Council, and Unions.

"Prime Contractor" means the contractor awarded a Covered Contract in privity directly with the City.

"Project Labor Coordinator" means the designee(s) of the City, either from its own staff and/or a consultant acting on behalf of the City, to monitor compliance with this PLA and assist with developing, implementing and administering the requirements, policies and programs referenced herein.

"Targeted Worker" means any individual qualifying for one or more of the following categories, at initial time of employment on the Covered Project in question:

(a) is a Veteran;

(b) is an Apprentice with less than fifteen percent of the work hours required for completion of the Apprenticeship Program;

(c) has no high school diploma or general education diploma (GED);

(d) is homeless or has been homeless within the last year;

(e) is a former foster youth;

(f) is a custodial single parent;

(g) is experiencing protracted unemployment (defined as receiving unemployment benefits for at least three months);

(h) is a current recipient of government cash or food assistance benefits;

(i) has a documented income at or below 100 percent of the Federal Poverty Level;

(j) has spent time in a jail, a youth correctional facility or a prison; or

(k) is a graduate of an Apprenticeship Readiness Program approved to use the Multi-Craft Core Curriculum (MC3).

"Union" means any labor organization signatory to this PLA.

"Veteran" means a veteran or the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C. §4215(a)).

"Workforce Dispatch Request Form" means the project-specific form by which Contractors request workers from the Union hiring halls on Covered Projects, an example of which is attached as Attachment C-1.

ARTICLE 3
SCOPE OF THE PLA

Section 3.1 This PLA is limited to covering all onsite construction work on Covered Projects within the scope of each Covered Contract.

Section 3.2 Exclusions. Items specifically excluded from the scope of this PLA include the following:

(a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, quality control and quality assurance personnel (subject to definition of Covered Work), timekeepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory, and management employees.

(b) Off-site manufacturing, fabrication, maintenance, hauling of equipment, machinery, or materials, and hauling of recyclable metals, such as copper, steel, and aluminum, that have been separated from other materials at the Covered Project jobsite prior to transportation and that are to be sold at fair market value to a bona fide purchaser as defined in Labor Code section 1720.3. However, any lay down or storage areas for equipment, materials, and manufacturing (*i.e.*, prefabrication) sites dedicated solely for the Covered Project, on-site fabrication, and the movement of materials or goods between locations on a Covered Project site are within the scope of the PLA. On-site fabrication work includes work done for the Covered Project in temporary yards or areas near the jobsite. On-site construction shall also include the site of any batch plant constructed solely to supply materials to the Covered Project. Hauling and delivery of materials used for paving, grading, and fill (which include ready-mixed concrete, soil, sand, gravel, rocks, and asphalt) onto a Covered Project jobsite are included under the PLA if the individual driver's work is integrated into the flow process of construction. Hauling of refuse from the Covered Project jobsite will also be covered by the terms and conditions of the PLA to the fullest extent allowed by law and by the prevailing wage determinations of the California Department of Industrial Relations.

(c) All employees of the City and Project Labor Coordinator.

(d) Employees of design teams (including, but not limited to, architects, engineers, and master planners), or any other consultants for the City (including, but not limited to, project managers, resident engineers, construction managers and their employees) and their sub-consultants,

and other employees of professional service organizations, not performing manual labor within the scope of this PLA.

(e) Any as-needed professional services agreement that does not meet the definition of Covered Professional Services Agreements, even if the agreement includes surveying and inspection work that requires payment of prevailing wages under the State of California general prevailing wage determination for Field Surveyor and/or Building/Construction Inspector and Field Soils and Material Tester.

(f) Any professional services agreement that was awarded prior to the effective date of the PLA. This exclusion also includes any subsequent amendment to a professional services agreement awarded prior to the effective date of the PLA that is necessary to complete a construction project.

(g) Any work performed on or near or leading to or into a site of work covered by this PLA and undertaken by state, county, City, private utilities or other governmental bodies, or their contractors (other than work within the scope of this PLA undertaken by contractors to the City).

(h) Work performed by employees of a manufacturer or vendor on the manufacturer's or vendor's equipment, if required by the warranty agreement in order to maintain the warranty or guarantee, and provided that the warranty agreement is the manufacturer's or vendor's usual and customary warranty agreement for such equipment and is consistent with industry practice. Any work to be excluded pursuant to this subsection shall be identified and discussed at the relevant pre-job conference. Upon request from the Council, the City shall review with the vendor whether installation or application may be performed pursuant to terms of the PLA without affecting the status of the warranty.

(i) Specialized or technical work requiring specialized training, unique skills, or a level of specific technical experience which employees represented by the Union do not possess. At least ten (10) working days' notice shall be given to the Council before any work is performed pursuant to this exemption.

(j) Laboratory testing work.

(k) Non-construction support services contracted by the City, Project Labor Coordinator, or Contractor in connection with Covered Projects.

(l) Work on emergency contracts awarded pursuant to San Diego Municipal Code (SDMC) sections 22.3108 or 22.3208.

(m) Work on a construction project that was not procured by the City except a project that is specifically enumerated as a Covered Project on Attachment A or is subsequently included and approved by the City Council by resolution at its discretion during the effective dates of this Agreement.

Section 3.3 Awarding of Contracts.

(a) The City has the absolute right to bid or award Covered Contracts regardless of delivery method to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union, provided only that such Contractor is willing, ready, and able to execute and comply with this PLA should such Contractor be awarded work covered by this PLA.

The solicitation of bids shall be based upon the same terms, conditions and scope of work requested of all potential bidders.

(b) It is agreed that all Contractors awarded Covered Work shall be required to accept and be bound by the terms and conditions of this PLA. Contractors shall evidence their acceptance of this PLA by executing a Letter of Assent as set forth in Attachment B hereto. The Prime Contractor must sign and submit the Letter of Assent as a condition of award prior to the execution of a Covered Contract. No Contractor shall commence Covered Projects without first providing a copy of the signed Letter of Assent to the Project Labor Coordinator.

(c) The City and all Contractors awarded Covered Work agree that, to the extent permitted by law and consistent with the economy and efficiency of construction and operation, they will use best efforts to purchase materials, equipment, and supplies that will not create labor strife. Under all circumstances, however, the City and Contractors shall retain the absolute right to select Contractors for the award of contracts and subcontracts on all Covered Projects.

Section 3.4 Coverage Exception. The Parties agree and understand that this PLA shall not apply to any Covered Project or portion thereof that would otherwise be covered by the PLA if a governmental agency or granting authority partially or fully funding such work determines that it will not fund the Covered Project if it is covered by this PLA. The City agrees that it will make a reasonable effort to establish the inclusion of this PLA with any governmental agency or granting authority funding a Covered Project.

Under no circumstance shall the City be required to forgo project funding due to potential application of this PLA. In such instance, the PLA and its terms shall not apply.

Section 3.5 Master Agreements.

(a) The provisions of this PLA, including the Master Agreements (which are the local Master Agreements of the signatory Unions having jurisdiction over the work on the Covered Project, as such may be changed from time to time consistent with Section 21.3, and which are incorporated herein by reference), shall apply to Covered Work, notwithstanding the provisions of any other local, area and/or national agreement that may conflict with or differ from the terms of this PLA. Where a subject covered by the provisions of this PLA is also covered by a Master Agreement, the provisions of this PLA shall prevail. Where a subject is covered by a provision of a Master Agreement and not covered by this PLA, the provisions of the Master Agreement shall apply. Any dispute as to the applicable source between this PLA and any Master Agreement shall be resolved under the procedures established in Article 10.

(b) This PLA, together with the referenced Master Agreements, constitutes a self-contained, stand-alone agreement and, by virtue of having become bound to this PLA, the Contractor will not be obligated to sign any other local, area, or national collective bargaining agreement as a condition of performing work within the scope of this PLA. Provided, however, that pursuant to Section 6.2, the Contractor may be required to sign a uniformly applied non-discriminatory Participation or Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor may be bound to make contributions under this PLA, provided that such Participation or Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this PLA for work on Covered Projects and/or expand its obligation to make contributions pursuant thereto. It shall be the responsibility of the Prime Contractor to have each of its Contractors of any tier sign the documents with the appropriate Union prior to the Contractor beginning work on Covered Projects.

Section 3.6 The Parties agree that this PLA will be made available to, and will fully apply to, any successful bidder for Covered Projects, without regard to whether that successful bidder performs work at other sites on either a Union or non-Union basis. This PLA shall not apply to any work of any Contractor other than that on Covered Projects specifically covered by this PLA.

Section 3.7 Binding Signatories Only. This PLA and Letter of Assent shall only be binding on Contractors in the performance of Covered Work, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Contractors.

Section 3.8 Other City Work. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work, or function not covered by this PLA, which may be performed by the City employees or contracted for by the City for its own account, on its property, or in and around a project site.

Section 3.9 Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this PLA shall be several and not joint. The Unions agree that this PLA does not have the effect of creating any joint employment status between or among the City or Project Labor Coordinator and/or any Contractor.

Section 3.10 Completed Covered Projects. As portions of Covered Projects are completed, this PLA shall have no further force or effect on such portions of projects, except where the Contractor is directed by the City or its representatives to engage in repairs, modification and/or check-out functions required by its contract(s) with the City.

Section 3.11 Except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, and the National Cooling Tower Agreement, all instrument calibrations work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article 7 (Work Stoppages and Lockouts), Article 8 (Work Assignments and Jurisdictional Disputes) and Article 10 (Settlement of Grievances and Disputes) of this PLA, which shall apply to such work.

ARTICLE 4
UNION RECOGNITION AND EMPLOYMENT

Section 4.1 Recognition. The Contractor recognizes the Unions as the exclusive bargaining representative for the employees engaged in Covered Projects. Such recognition does not extend beyond the period when the employee is engaged in Covered Projects.

Section 4.2 Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with this Article.

The Contractor shall also have the right to reject any applicant referred by a Union for any lawful reason, subject to any reporting time requirements of the applicable Master Agreement; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this PLA.

Section 4.3 Referral Procedures.

(a) For Unions having a job referral system contained in a Master Agreement, the Contractor agrees to comply with such system, and such system shall be used exclusively by such Contractor, except as modified by this PLA. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations that require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of Local Workers, Targeted Workers, and utilization of Disadvantaged Businesses on the Covered Projects, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer Apprentices as requested to develop a larger, skilled workforce. The Unions will work with the Project Labor Coordinator and others designated by the City to identify and refer competent craft persons as needed for Covered Work, and to identify individuals, particularly local residents, for entrance into Apprenticeship Programs, or participation in other identified programs and procedures to assist individuals, particularly Local Workers and Targeted Workers, in qualifying and becoming eligible for such Apprenticeship Readiness Programs and Apprenticeship Programs, all maintained to increase the available supply of skilled craft personnel for Covered Projects.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on Covered Projects to any other Contractor.

Section 4.4 Non-Discrimination in Referral, Employment, and Contracting. The Parties and Contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, ethnicity, color, ancestry, religious creed, national origin, sexual orientation, physical disability, mental disability, medical condition, age, marital status, denial of family care leave, genetic information, gender,

gender identity, gender expression, military and veteran status, criminal records, past incarceration, previous status as a foster youth, political affiliation or membership in a labor organization in hiring and dispatching workers for the Covered Projects. The Parties and Contractors will ensure that the evaluation and treatment of their employees, members, and applicants for employment or membership are free from such discrimination, harassment, and retaliation. Further, it is recognized that the City has certain policies, programs, and goals for the utilization of Disadvantaged Businesses. The Parties and Contractors shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this PLA that may appear to interfere with Disadvantaged Businesses successfully bidding for work on Covered Projects shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the City's policies and commitment to its goals for the significant utilization of Disadvantaged Businesses as Contractors, vendors or suppliers on Covered Projects.

Section 4.5 Employment of Local Workers and Targeted Workers.

(a) In recognition of the City's mission to maximize employment opportunities for Local Workers and Targeted Workers, Unions and Contractors agree that Local Workers, as well as Targeted Workers, to the extent such status is known, shall be first referred for Covered Projects. The list of qualifying zip codes for Local Workers will be posted on the City's website, as indicated in the Workforce Dispatch Request Form.

(b) The Contractors and Unions agree to work together to achieve a goal of at least thirty percent (30%) of the total construction craft hours worked on each Covered Project being performed by Local Workers, if the Covered Project does not receive federal funding, or if local hiring requirements are pre-approved by federal funding sources. If the Covered Project receives federal funding and local hiring requirements have not been pre-approved by the federal funding source(s), the aforementioned goal will be based on the total construction craft hours worked performed by California residents and shall not consider the craft hours worked by residents of states other than California.

(c) The Contractors and Unions agree to increase participation of Targeted Workers on each Covered Project. Strategies and outcomes for increasing such participation will be reported annually by the Project Labor Coordinator with support and assistance from Contractors and Unions.

(d) Contractors shall attempt to satisfy the goals set forth in Section 4.5(b) by (i) assigning current craft employees who are Local Workers to perform Covered Work; (ii) if necessary, requesting referral of Local

Workers from Union hiring halls (using the Workforce Dispatch Request Form) and Apprenticeship Programs; and (iii) if the goals are not satisfied after following such steps, considering qualifying workers available from other sources, in compliance with Section 4.7. Contractors that follow these procedures in good faith and with concerted efforts to identify and retain Local Workers shall not be considered in non-compliance for failure to meet the goals set forth in Section 4.5(b).

(e) Covered Professional Services Agreements entered into by the City for covered surveying or inspection services, which are separate and apart from the Covered Contract for a Covered Project, are exempt from the foregoing Local Worker and Targeted Worker hiring goals.

(f) To facilitate the dispatch of Local Workers and Targeted Workers, as well as all Contractor requests for referral and dispatch of workers from the applicable Union referral system, all Contractors are required to utilize the Workforce Dispatch Request Form. When Local Workers and Targeted Workers are requested by a Contractor, the Unions will refer Local Workers, and Targeted Workers to the extent such status is known, regardless of their place in the Union hiring halls' list and normal referral procedures.

(g) The Project Labor Coordinator shall work with the Unions and Contractors in the administration, monitoring, and reporting of the foregoing Local Worker hiring goals.

Section 4.6 Core Employees. This Section only applies to Contractors who are not signatory to an applicable Master Agreement.

(a) Core Employees must meet the following eligibility requirements to qualify for employment on Covered Projects:

(1) A Core Employee must be a journeyperson and appear on the Contractor's active payroll for at least sixty (60) of the last one-hundred-twenty (120) working days prior to being designated as a Core Employee. The date a Core Employee is designated is the date the Core Employee list is submitted to the Project Labor Coordinator and Union prior to the Contractor commencing work; and

(2) A Core Employee must possess any license required by state or federal law for the Covered Projects to be performed.

(b) Core Employee Hiring Procedure for Disadvantaged Businesses. The Parties recognize the City's interest in promoting competition and inclusion of Disadvantaged Businesses, which may not be signatory to a current Master Agreement. In order to promote participation and attract Disadvantaged Businesses to work under this PLA, and subject to the limitations set forth below, each Contractor that is a Disadvantaged Business may first employ three (3) of its Core Employees per craft on each Covered Project prior to employing an employee through the appropriate Union hiring hall. The next (fourth) employee shall be hired from the appropriate Union hiring hall and thereafter, such Contractor may employ, as needed, two (2) additional Core Employees in an alternating manner with Union referrals, up to a total of five (5) Core Employees. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall.

The foregoing Core Employee hiring procedure for Disadvantaged Businesses is subject to the following limitations:

(1) Disadvantaged Businesses are limited to utilizing the foregoing Core Employee hiring procedure on subcontracts with a value of $500,000 or less; and

(2) The total value of all subcontracts utilizing the foregoing Core Employee hiring procedure shall not exceed ten percent (10%) of the total value of any Covered Project; and

(3) Each Disadvantaged Business performing work as a subcontractor is limited to using this hiring procedure for one subcontract per Covered Project.

The City may at its sole discretion modify the above Core Employee limitations for Disadvantaged Businesses. Any modifications to the limitations for Disadvantaged Businesses will be reflected in the SDMC, including but not limited to Chapter 2, Article 2, Division 36, Small and Local Business Program Administration. If there is conflict, ambiguity, or other inconsistency between any provision in this PLA and the SDMC, the SDMC will control and take precedence.

In order to assist the Project Labor Coordinator in monitoring compliance with this Section, each Prime Contractor will be responsible for tracking, reporting and providing notice to the Project Labor Coordinator describing each Disadvantaged Business subcontract that qualifies for the foregoing hiring procedure prior to work commencing.

(c) Contractors who do not qualify for the hiring procedure for Disadvantaged Businesses set forth in Section 4.6(b), and who are not otherwise signatory to a current Master Agreement, may employ, as needed, first, a Core Employee, then an employee through a referral from the appropriate Union hiring hall, then a second Core Employee, then a second employee through the referral system, and so on until a maximum of three (3) Core Employees are employed per craft on each Covered Project. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall in accordance with this Article. Contractors employing more than fifty (50) craft workers at the same time in a specific trade on a Covered Project may hire an additional two (2) Core Employees.

Section 4.6 only applies to Contractors who are not directly signatory to a current Master Agreement for the craft worker in its employ and is not intended to limit the transfer provisions of the Master Agreement of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their Core Employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment working under the Covered Contract at a Covered Project site.

(d) Prior to each Contractor performing Covered Work, the Contractor shall provide a list of Core Employees using Attachment C-2, Contractor Core Workforce Form, to the Project Labor Coordinator and the Union having jurisdiction over the work. After submitting the Core Employee list prior to commencing work, Contractors shall not make any changes or substitutions to the Core Employee list for the duration of the Covered Project, except in cases where a Core Employee is injured or otherwise cannot work on the Covered Project due to factors beyond the Contractor's control. Failure to submit the Core Employee list prior to work commencing will prohibit the Contractor from using any Core Employees until 30 calendar days after the list is provided to the Project Labor Coordinator and Union having jurisdiction over the work.

(e) Upon request by any Party to this PLA, a Contractor hiring one or more Core Employees shall provide satisfactory proof (*i.e.*, payroll records, quarterly tax records, and such other documentation) evidencing Core Employees' qualifications as such to the Project Labor Coordinator and the Council.

(f) In addition to the core employee provisions set forth herein, all Contractors may avail themselves of any opportunity provided for in the applicable Master Agreements to call for specific employees by name.

(g) During any layoffs or reductions in workforce, Contractors shall layoff employees in an order and manner consistent with the Core Employee hiring procedures and maintain the required Core Employee-to-Union referral ratios required by this Section for the duration of each Covered Project.

Section 4.7 Time for Referral. If any Union's registration and referral system does not fulfill the requirements for specific classifications of covered employees (including Local Workers and Targeted Workers) requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may employ Core Employees without reference to the ratio requirements in Section 4.6 or use employment sources other than the Union registration and referral services, and may employ applicants from any other available source. The Contractor should promptly inform the Union of any applicants hired from other sources, and such applicants shall register with the appropriate hiring hall, if any.

Section 4.8 Lack of Referral Procedure. If a signatory local Union does not have a job referral system as set forth in Section 4.3 above, the Contractors shall give the Union equal opportunity to refer applicants in conformance with remaining provisions of this Article 4. The Contractors shall notify the Union of employees so hired, as set forth in Section 4.7.

Section 4.9 Union Membership. Employees are not required to become or remain Union members or pay Union dues or fees as a condition of performing Covered Work under this PLA. Nothing in this Section 4.9 is intended to supersede independent requirements of the applicable Master Agreements as to those Contractors otherwise signatory to such Master Agreements and as to the employees of those Contractors who are performing work on Covered Projects. Contractors otherwise signatory to such Master Agreements shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement.

Section 4.10 Foremen. The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor, consistent with the Master Agreements. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foremen shall be designated as working foreman at the request of the Contractors.

ARTICLE 5
UNION ACCESS AND STEWARDS

Section 5.1 Access to Project Sites. Authorized representatives of the Union shall have access to Covered Projects, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security, and safety rules.

Section 5.2 Stewards.

(a) Each signatory local Union shall have the right to dispatch a working journeyperson as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 5.3 Steward Layoff/Discharge. The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Master Agreement, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline

shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

Section 5.4 Employees on Non–Covered Projects. On work where the personnel of the City or its contractors may be working in close proximity to the construction activities covered by this PLA on non-covered projects, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with City personnel, or with personnel employed by any other employer not performing Covered Work.

ARTICLE 6
WAGES AND BENEFITS

Section 6.1 Wages. At a minimum, all employees covered by this PLA shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the Applicable Prevailing Wage Laws.

Section 6.2 Benefits.

(a) Subject to the exception set forth below for Disadvantaged Businesses, otherwise, for all employees performing Covered Work, Contractors shall pay, at a minimum, all employee fringe benefits and other required Contractor contributions to the established Union employee benefit funds in the amounts required by Applicable Prevailing Wage Laws. In addition, the Contractors and Unions agree that only such bona fide employee benefits that accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, and training funds) shall be included in this requirement and required to be paid by the Contractor for performance of Covered Work.

(b) Union Benefit Fund Contributions for Disadvantaged Businesses. Disadvantaged Businesses not otherwise signatory to a Master Agreement are exempt from the requirement of subsection (a) to pay fringe benefits and other required Contractor contributions on behalf of their Core Employees to the Union employee benefit funds, subject to the following exemption limitations:

(1) Disadvantaged Businesses are limited to utilizing the foregoing Core Employee exemption on subcontracts with a value of $500,000 or less; and

(2) The total value of all subcontracts utilizing this exemption shall not exceed ten percent (10%) of the total value of any Covered Project; and

(3) Each Disadvantaged Business performing work as a subcontractor is limited to using this exemption for one subcontract per Covered Project.

The City may at its sole discretion modify the above Union Benefit Fund Contribution limitations for Disadvantaged Businesses. Any modifications to the limitations for Disadvantaged Businesses will be reflected in the SDMC, including but not limited to Chapter 2, Article 2, Division 36, Small and Local Business Program Administration. If there is conflict, ambiguity, or other inconsistency between any provision in this PLA and the SDMC, the SDMC will control and take precedence.

Disadvantaged Businesses are required to pay all fringe benefits and other required Contractor contributions to the established Union employee benefit funds for all employees other than their Core Employees, and must comply with the Applicable Prevailing Wage Laws, including the payment of fringe benefits, for all employees performing Covered Work.

(c) Where benefits payments are required by subsection (a), the Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, Union trust agreement(s) specifying the detailed basis how payments will be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the parties to such trust funds to appoint trustees and successors' trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor. The Contractor obligations to the applicable Union benefit fund(s) and trust agreement(s) are limited to work performed on a Covered Project. The applicable Union benefit funds and trust agreement(s) to each Contractor are determined by the pre-job conference and Union work assignment process described in Articles 8 and 16.

(d) Each Contractor is required to certify to the Project Labor Coordinator that it has paid all benefit contributions due and owing to the appropriate Union trust(s) and benefit funds prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Project Labor Coordinator, the Project Labor Coordinator shall work with any Contractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the City and/or the Prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

(e) Notwithstanding any other provisions, this PLA is an agreement under Section 8(f) of the National Labor Relations Act (NLRA),

which covers work performed in the building and construction industry. In addition, the work performed under this PLA qualifies for the Construction Industry Exemption under the Employee Retirement and Income Security Act of 1974 ("ERISA"), as amended as well. If any Union Pension Trust Fund ("Fund") covered by the terms and conditions of this PLA does not qualify for the ERISA Construction Industry Exemption authorized by Section 4203 (B)(1)(i), as amended, 29 U.S.C. § 1383(b)(1)(i), or has not taken the necessary steps to amend the Fund documents to qualify for the Construction Industry Exemption as authorized by Section 4203(B)(1)(ii) of ERISA, as amended, 29 U.S.C. § 1383(b)(1)(B)(ii), and to recognize the work performed under this PLA to qualify for the Construction Industry Exemption, the Contractors signatory to this PLA will not be obligated to make pension fund contributions to that Fund. In such an event, the Contractor shall pay all required amounts otherwise allocated for payment toward the non- exempt Fund to the employees' wages or other bona fide retirement plan program pursuant to Applicable Prevailing Wage Laws.

Section 6.3 Wage Premiums. Wage premiums, including, but not limited to, pay based on height of work, shift premiums, hazard pay, scaffold pay, and special skills shall not be applicable to work under this PLA, except to the extent provided for in any Applicable Prevailing Wage Laws.

Section 6.4 Compliance with Prevailing Wage Laws. All complaints regarding possible violations of Applicable Prevailing Wage Laws may be referred to the City's Prevailing Wage Program for processing, investigation and resolution, and if not resolved within thirty (30) calendar days, may be referred by any Party to the State Labor Commissioner. To facilitate compliance with Applicable Prevailing Wage Laws, each Contractor agree to provide copies of certified payroll reports, redacted only to the extent required by law, to the Unions (or to any Labor Management Cooperation Committee in which a Union or its affiliate participates) within ten (10) days of their request.

ARTICLE 7
WORK STOPPAGE AND LOCKOUTS

Section 7.1 No Work Stoppages or Disruptive Activity. The Council and the Unions signatory hereto agree that neither they, nor their respective officers, or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slowdown, picketing, observation of picket lines, or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Covered Projects, or which interferes with or otherwise disrupts Covered Projects, or with respect to or related to the City or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy

strikes, and jurisdictional strikes, whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a material violation of this PLA. The Council and the Union shall take all steps necessary to obtain compliance with this Article.

Section 7.2 Employee Violations. The Contractor may discharge any employee violating Section 7.1 above, and any such employee will not be eligible for rehire for performance of Covered Work.

Section 7.3 Standing to Enforce. The City and any Contractor affected by an alleged violation of this Article shall have standing and the right to enforce the obligations established herein.

Section 7.4 Expiration of Master Agreements. If a Master Agreement between a Union-signatory Contractor and one or more of the Union(s) expires before the Contractor completes the performance of a Covered Contract for a Covered Project, and the Union or the Contractor gives notice of demand for a new or modified Master Agreement, the Unions agree that they will not strike the Contractor on any Covered Project, and the Union and the Contractor agree that the expired Master Agreement will continue in full force and effect for the Covered Projects until a new or modified Master Agreement is put in place between the Union and the Contractor. If the new or modified Master Agreement between the Union and the Contractor provides that any terms of the Master Agreement shall be retroactive, the Contractor agrees to comply, consistent with the terms of this PLA and the Applicable Prevailing Wage Laws, with any retroactive terms of the new or modified Master Agreement which are applicable to employees of said Contractor that are employed on a Covered Project within seven (7) days at no cost to the City. All employees shall continue to work and to perform all their obligations with respect to Covered Projects despite the expiration of any Master Agreement. Should a Contractor engaged in Covered Projects enter into an interim agreement with the Unions for work being performed elsewhere after the expiration, and before the renewal of a local collective bargaining agreement forming the basis for a Master Agreement, such interim agreement shall be utilized by that Contractor for Covered Projects, subject to the provisions of Section 21.3.

Section 7.5 No Lock Outs. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Covered Projects during the term of this PLA. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination, or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this PLA, or any other agreement, nor does "lock-out" include the City's decision to stop, suspend, or discontinue any Covered Projects or any portion thereof for any reason.

Section 7.6 Best Efforts to End Violations.

(a) If a Contractor or the City contends that there is any violation of this Article, it shall, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7, provide written notification to the Council of the involved Union(s) and to the Project Labor Coordinator, setting forth the facts which the Contractor contends violates this Article. The Council and the leadership of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Project Labor Coordinator, setting forth the facts which the Union contends violate this Article, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7. The Project Labor Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 7.7 Expedited Enforcement Procedure. Any Party, including the City, which is an intended beneficiary of this Article, and affected Contractors, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of this Article is alleged.

(a) The party, including any affected Contractor, invoking this procedure shall notify Robert Hirsch, who has been selected by the Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure, or John Kagel, as the alternate arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators as set forth in Article 10. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Contractor or Union alleged to be in violation, and to the Project Labor Coordinator and Council. For purposes of this Article, written notice may be given by email, facsimile, hand delivery, or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or their alternate shall sit and hold a hearing within seventy-two (72) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Council of the involved Union(s) and/or Contractor as required by Section 7.6, above.

(c) The arbitrator shall notify the disputing parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion,

shall not exceed twenty- four (24) hours unless otherwise agreed upon by all disputing parties. A failure of any of the disputing parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, (except for damages as set forth in Section 7.8 below) which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all disputing parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all disputing parties and may be enforced by any court of competent jurisdiction upon the filing of this PLA and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 7.7(d) of this Article, all disputing parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be sent to all disputing parties.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties and Contractors to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the disputing parties.

Section 7.8 Liquidated Damages.

(a) If the arbitrator determines in accordance with Section 7.7 above that a work stoppage or other disruption to a Covered Project has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the Award, direct all the employees they represent on the Covered Project to immediately return to work. If the craft(s) involved do not return to work by the beginning of the next regularly scheduled shift following

such eight (8) hour period after receipt of the arbitrator's Award, and the respondent Union(s) have not complied with their obligations to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return the employees they represent to work, then the non- complying Union(s) shall each pay a sum as liquidated damages to the City, and each will pay an additional sum per shift, as set forth in (c), below, for each shift thereafter on which the craft(s) has not returned to work.

(b) If the arbitrator determines in accordance with Section 7.7 above that a lock-out has occurred, the respondent Contractor shall, within eight (8) hours after receipt of the award, return all the affected employees to work on the Covered Project, or otherwise correct the violations found by the arbitrator. If the respondent Contractor does not take such action by the beginning of the next regular scheduled shift following the eight (8) hour period, each non-complying respondent Contractor shall pay or give as liquidated damages, to the affected Union (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as designated by the arbitrator) an amount equal to the total hourly wages and benefits lost for all affected employees of the Contractor on Covered Projects. In addition, the Contractor shall pay an additional sum per shift to the City, as set forth in (c), below, for each shift thereafter in which compliance by the respondent Contractor has not been completed.

(c) The Parties agree that project delays caused by violations of this Article will cause the City to sustain damages. They agree that it would be impractical or extremely difficult to fix the amount of such damages. Therefore, the Parties agree that, in the event of a breach of this Article, the disputing party in breach shall pay to the City the sum of not less than $10,000.00 and no more than $20,000.00 per shift, as determined by the arbitrator, from the time the arbitrator determines that a delay has occurred until the arbitrator determines that the Covered Project is no longer disrupted. The payment, when made, shall constitute a damages remedy of the City for the delay specified, but shall not prevent the City from seeking injunctive or other monetary relief, including termination of this PLA. Payment of these sums as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code sections 3275 or 3369, but instead, is intended to constitute liquidated damages to the City pursuant to section 1671 of the California Civil Code.

Section 7.9 Payroll and Benefit Delinquencies. Notwithstanding other provisions of this PLA, it shall not be a violation of this PLA for any Union to withhold the services of its members from a Contractor who fails to timely pay its weekly payroll in accordance with the applicable Master Agreement, or fails to make

timely payments to the applicable Union benefit funds. This Section 7.9 does not inhibit or affect responsibilities of the Council and the Union under Section 7.1 to refrain from picketing or other disruption of Covered Projects.

Prior to withholding its members' services for the Contractor's failure to meet its weekly payroll, the Union shall give at least five (5) calendar days written notice of such failure to pay by certified mail, and by facsimile or email transmission to the involved Contractor, Prime Contractor and Project Labor Coordinator. The Prime Contractor, together with the involved Contractor and affected Union, shall meet within five (5) working days after the written notice of such failure to pay was sent to attempt to resolve the payroll delinquency. If the payroll delinquency remains unresolved, then the affected Union may withhold the services of its members from the involved Contractor. Upon the payment of all monies due and then owing for wages, the Union shall direct its members to immediately return to work and the Contractor shall return all such members back to work.

Prior to withholding its members' services for the Contractor's failure to make timely payments to the applicable Union benefit funds, the Union shall give at least thirty (30) days written notice of such failure to pay by certified mail, and by facsimile or email transmission to the involved Contractor, the Prime Contractor and Project Labor Coordinator. The Prime Contractor, together with the involved Contractor and affected Union, shall meet within five (5) working days after the written notice of such failure to pay was sent to attempt to resolve the delinquency. If the delinquency remains unresolved, then the affected Union may withhold the services of its members from the involved Contractor. Upon payment by the delinquent Contractor of all monies due and then owing for employee benefit contributions, the Union shall direct its members to immediately return to work and the Contractor shall return all such members back to work.

Nothing in this section should be construed to prevent the Union having jurisdiction over the involved work from submitting a grievance under the procedures of Article 10 for any alleged or actual violations of Article 6 or referring any alleged or actual prevailing wage violation to the Project Labor Coordinator and the City labor compliance program for review and enforcement, in accordance with Section 6.4.

The Prime Contractor shall have the right to replace any delinquent Contractor in accordance with the terms and conditions of their prime contract with the City, and applicable law.

ARTICLE 8
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 No Jobsite Disruption. There will be no strikes, work stoppages, picketing, sympathy strikes, slowdowns, or other interferences with the work because of jurisdictional disputes between Unions. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 8.2 All jurisdictional disputes on a Covered Project shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted by the Building and Construction Trades Department. Decisions rendered shall be final and binding and conclusive on the Contractors and Unions with regard to Covered Work.

All jurisdictional disputes shall be resolved without the occurrence of any of the activities prohibited in Article 7 (Work Stoppages and Lockouts), and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.2.1 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of Thomas Pagan, Robert Hirsch, and John Kagel, and the arbitrator's hearing on the dispute shall be held at the offices of the Council within fourteen (14) days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

Section 8.3 Failure to Comply. If any Union or Contractor fails to immediately and fully comply with the final decision rendered by the Plan, affected Union(s) or Contractor(s) may seek legal redress for such conduct, including, but not limited to, injunctive relief and/or damages.

Section 8.4 Pre-job Conference. It is required that a pre-job conference be held not later than ten (10) calendar days prior to the start of work by each Contractor for the Covered Project in accordance with the procedure described in Article 16.

ARTICLE 9
MANAGEMENT RIGHTS

Section 9.1 Contractor and City Rights. The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Covered Projects without any limitations unless expressly limited by a specific

provision of this PLA. In addition to the following and other rights of the Contractors enumerated in this PLA, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

(a) Plan, direct, and control operations of all work; and

(b) Hire, promote, transfer, and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements; and

(c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations; and

(d) Discharge, suspend, or discipline their own employees for just cause; and

(e) Utilize, in accordance with the City's approval, any work methods, procedures, or techniques, and select, use, and install any types or kinds of materials, apparatus, or equipment, regardless of source of manufacture or construction; and

(f) Assign and schedule work at their discretion; and

(g) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Master Agreement(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2 Specific City Rights. In addition to the following and other rights of the City enumerated in this PLA, the City expressly reserves its management rights and all the rights conferred on it by law and contract. The City's rights (and those of the Project Labor Coordinator on its behalf) include, but are not limited to the right to:

(a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements; and

(b) At its sole option, terminate, delay, and/or suspend any and all portions of the Covered Projects at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City and/or to mitigate the effect of ongoing Covered Projects on businesses and residents in the neighborhood of the Covered Project sites; and/or require any other operational or schedule changes it deems necessary, in its sole

judgment, to meet Covered Project deadlines and remain a good neighbor to those in the area of the Covered Projects. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the Prime Contractor and affected Unions with reasonable notice of any changes it requires pursuant to this section); and

(c) Approve any work methods, procedures, and techniques used by Contractors whether or not these methods, procedures, or techniques are part of industry practices or customs; and

(d) Investigate and process complaints or disagreements, through the Project Labor Coordinator.

Section 9.3 Use of Materials. There should be no limitations or restrictions by the Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools, or other labor-saving devices, subject to the application of the California Public Contract and Labor Codes. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

Section 9.4 Special Equipment, Warranties and Guaranties.

(a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Covered Project sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of the City and/or manufacturer's personnel or certified specialist contractor. The Unions agree that such equipment is to be installed without incident and without violation of this PLA.

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Covered Projects. The Unions agree that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install, or work with any standardized and/or catalogue parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Union concerning the methods of implementation or installation of any equipment, device, or item, or method of work arises, or whether a

particular part or pre-assembled item is a standardized or catalog part or item, the work will proceed as directed by the Contractor, and the Contractor and Union shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

ARTICLE 10
SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site.

(a) This PLA is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to the Covered Project for the purpose of assisting the local Unions, and working with the Project Labor Coordinator, together with the Contractors, to complete construction of the Covered Projects economically, efficiently, continuously, and without any interruption, delays, or work stoppages.

(b) The City, the Contractors, Unions, and employees collectively and individually, realize the importance of maintaining continuous and uninterrupted performance of Covered Projects, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

(c) The Project Labor Coordinator shall observe the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the grievance parties to ensure the time limits and deadlines are met.

Section 10.2 Processing Grievances. Any questions, complaints or alleged violations of this PLA, which includes questions, complaints or alleged violations of any applicable provisions of the Master Agreements, but not alleged violations of Articles 7 or 8, shall be considered a grievance and subject to resolution under the following procedures.

Step 1.

(a) Employee Grievances. When any employee subject to the provisions of this PLA feels aggrieved by an alleged violation of this PLA, the employee shall, through his local Union business representative or job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved

Contractor stating the provision(s) alleged to have been violated, the details of the alleged violation and the remedy sought to resolve the matter. A grievance shall be considered null and void if notice of the grievance is not given within the ten (10) day period. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the applicable agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non- precedential except as to the grievance parties.

(b) Union, Contractor, or City Grievances. Should a Union, a Contractor, or the City (each a "complaining party") allege a violation of this PLA by a Party or a Contractor, and, if after conferring within ten (10) working days after the complaining party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1(a) above for the processing of an employee complaint.

Step 2.

A representative of the complaining party, and a representative of any responding party to the grievance ("responding party"), shall meet within seven working days of the referral of the dispute to this second step to attempt to arrive at a satisfactory settlement thereof. The City may participate as an interested Party in any dispute brought under this Article. If the complaining party and responding parties fail to reach an agreement to the satisfaction of the complaining party, the dispute may be submitted in writing in accordance with the provisions of Step 3 within seven (7) working days after the initial meeting at Step 2.

Step 3.

(a) If the grievance is submitted but not resolved under Step 2, the complaining party may request in writing to the Project Labor Coordinator (with copy[ies] to the other party[ies] to the grievance) within seven (7) working days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed-upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Barry Winograd; (2) Najeeb Khoury; (3) Andrea Dooley; (4) Robert Hirsch; and (5) John Kagel. In the event any of

these arbitrators retire or become permanently unavailable, the City and the Council shall jointly select a replacement arbitrator for the list. Any arbitrator not available to conduct the arbitration within 120 calendar days of the referral of the grievance to arbitration will be considered unavailable, and the Project Labor Coordinator shall move to the next arbitrator. The decision of the arbitrator shall be final and binding on all parties to the grievance, and the fee and expenses of such arbitrations shall be borne equally by the parties to the grievance. In cases for which the arbitrator finds a violation of this PLA, the arbitrator may order cessation of the violation and other appropriate relief, and such award shall be served on all parties to the grievance and the City. This grievance process and arbitration proceedings do not impede the ability of the City to advance any available dispute resolution processes and remedies under its prime contracts for violations thereof.

(b) Failure of the complaining party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties to the grievance involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to, or detract from any of the provisions of this PLA.

Section 10.3 Limit on Use of Procedures. Procedures contained in this Article shall not be applicable to any alleged violation of Article 7 or 8, with a single exception that any employee discharged for violation of Section 7.2 may resort to the procedures of this Article to determine only if they were, in fact, engaged in that violation.

Section 10.4 Notice. The Project Labor Coordinator shall be notified by the involved Union(s) and Contractor(s) of all actions at Steps 2 and 3, and further, the Project Labor Coordinator or other City representative shall, upon its own request, be permitted to participate fully in all proceedings at such steps.

ARTICLE 11
COMPLIANCE

Section 11.1 Compliance with All Laws. The Council and all Unions, Contractors, and their employees shall comply with all applicable federal and state laws, ordinances, and regulations including, but not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations established by the City, the Project Labor Coordinator, and the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

ARTICLE 12
SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 Safety.

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with all applicable safety laws and regulations and any safety rules contained herein or established by the City and the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the City.

(b) All Parties, Contractors and Contractor employees shall be bound by the safety, security, and visitor rules established by the Contractor, the Project Labor Coordinator, and the City. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this Section will subject him/her to discipline, up to and including discharge.

Section 12.2 Drug and Alcohol Testing Policy. The Parties and Contractors shall adopt the Drug and Alcohol Testing Policy attached hereto as Attachment D and City Council Policy 100-17 Drug-Free Worplace/City Contractors attached hereto as Attachment E, which are the exclusive Drug and Alcohol Testing Policies for Covered Projects.

Section 12.3 Inspection. The inspection of shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice.

ARTICLE 13
TRAVEL AND SUBSISTENCE

Section 13.1 Travel expenses, travel time, subsistence allowances and/or zone rates, and parking reimbursements shall not be applicable to work under this PLA, except to the extent provided for in Applicable Prevailing Wage Laws. Parking for employees covered by this PLA shall be provided by the Contractor(s) according to the provision of the applicable Master Agreement(s).

ARTICLE 14
APPRENTICES

Section 14.1 Importance of Training. The Parties and Contractors recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work on Covered Projects for Local Workers and Targeted Workers. To these ends, and consistent with any laws or regulations, the Parties and Contractors will facilitate, encourage, and assist Local Workers and Targeted Workers in enrolling in and progressing through Apprenticeship Programs and/or Apprenticeship Readiness Programs in the construction industry that lead to participation in Apprenticeship Programs. The City, the Project Labor Coordinator, other City consultants, the Contractors, and the Council and Unions, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the entry into Apprenticeship Programs.

Section 14.2 Use of Apprentices.

(a) The Unions and Contractors agree to cooperate in referring and employing Apprentices up to the maximum percentage allowed by the State Labor Code or applicable federal law, and the standards of each Apprenticeship Program. The minimum ratios for Apprentice to journeyperson hours worked shall be in compliance, at a minimum, with the applicable provisions of the State Labor Code relating to utilization of Apprentices. The City, unless otherwise required by law, shall encourage such utilization, and, both as to Apprentices and the overall supply of experienced workers, the Project Labor Coordinator will work with the Council, Apprenticeship Programs, and Contractors to assure appropriate and maximum utilization of Apprentices and the continuing availability of both Apprentices and journeypersons.

(b) The Parties and Contractors will comply with all applicable laws and regulations in the request for dispatch and employment of Apprentices.

(c) The Parties and Contractors agree that Apprentices will not be dispatched to Contractors working under this PLA unless there is a journeyperson or other Contractor employee working on the Covered Project where the Apprentice is to be employed who is qualified to assist and oversee the Apprentice's progress through the program in which they are participating. Apprentices must be supervised and utilized in accordance with all applicable Federal and State laws.

ARTICLE 15
LEGAL ACTION

Section 15.1 Legal Action. The City, Council and Unions recognize the substantial legal costs (including all attorney's fees and associated disbursements) that might accrue with regard to any legal challenge over the adoption by the City of this PLA, and related to claims directly challenging the legality of this PLA, or a particular section or language that has been adopted herein. In the event of a legal challenge, the Council, on behalf of itself and affiliated Unions, agrees to seek to intervene in the legal action and actively participate in the litigation or other action to defend the legality of this PLA, or a particular section or language herein. The failure of the Council to seek to intervene in the legal action and actively participate to defend the legality of this PLA will constitute a material breach of this PLA. In the event the Council is denied leave to intervene in the legal action, the Council shall have its counsel coordinate with the City's counsel, at the Council's own expense, regarding how the Council can best support the City's legal position.

ARTICLE 16
PRE-JOB CONFERENCE

Section 16.1 Each Contractor is required to conduct a pre-job conference with the Unions not later than ten (10) calendar days prior to commencing work. The purpose of the conference will be to, among other things, convey craft manpower needs, the schedule of work for the Covered Project, the Covered Project's rules, and propose preliminary Union work assignments.

Section 16.2 The Project Labor Coordinator may work with the Prime Contractor and Council to facilitate the scheduling of all pre-job conferences, but ensuring each Contractor conducts a pre-job conference in accordance with this PLA is the responsibility of the Prime Contractor. The Contractors shall make the relevant plans and specifications available to the Unions prior to each pre-job conference.

Section 16.3 All preliminary Union work assignments shall be disclosed by each Contractor at the pre-job conference. Should there be Covered Work that was not previously assigned at a pre-job conference, or additional Covered Work be added to the scope of the Covered Project, the Contractor(s) performing such work will conduct a separate pre-job conference.

Section 16.4 Any Union in disagreement with a proposed preliminary assignment shall notify the affected Contractor of its position in writing, with a copy sent to the Project Labor Coordinator, within five (5) calendar days after the pre-job conference occurred. Within five (5) calendar days after the period allowed for Union notices of disagreement with the Contractor's proposed assignments, but prior to the commencement of any work, the Contractor shall make final

assignments in writing with copies sent to the Project Labor Coordinator and Council.

Section 16.5 A Contractor's failure to conduct a pre-job conference in accordance with this PLA is considered a breach of contract, and any affected Union may pursue a grievance under Article 10 of this PLA to seek a remedy for such a violation. Provided, however, if the Contractor has conducted a pre-job conference in accordance with this PLA, that Contractor is not required to participate in any additional pre-job conferences or mark-up meetings related to the original scope(s) of work assigned at the pre-job conference.

Section 16.6 The Project Labor Coordinator shall attend each pre-job conference. At each pre-job conference, the Project Labor Coordinator shall address the programs, goals and outcomes related to Local Worker and Targeted Worker employment, as well as the progress of implementing a work opportunities program.

ARTICLE 17
LABOR/MANAGEMENT COLLABORATION

Section 17.1 Labor/Management Collaboration Meetings. The Parties will conduct periodic labor/management cooperation meetings, which will be chaired jointly by a designee of the City and a designee of the Council. The co-chairs shall determine the frequency and scheduling of the meetings with the assistance of the Project Labor Coordinator. The purpose of the meetings shall be to promote harmonious and stable labor management relations, ensure effective and constructive communication between labor and management Parties, advance the proficiency of work in the industry, and to evaluate and ensure an adequate supply of skilled labor for all Covered Projects. The Project Labor Coordinator shall prepare reports detailing the outcomes of the Local Worker, Targeted Worker, and Apprentice utilization goals on each Covered Project, and the implementation and progress of a work opportunities program. All Parties will be invited to attend the labor/management cooperation meetings. Substantive grievances or disputes shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

ARTICLE 18
SAVINGS AND SEPARABILITY

Section 18.1 Savings Clause. It is not the intention of any Party to violate any laws governing the subject matter of this PLA. In the event any provision of this PLA is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the PLA shall remain in full force and effect unless the part or parts so found to be

void are wholly inseparable from the remaining portions of this PLA. If and when any provision(s) of this PLA is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this PLA is challenged and any form of injunctive relief is granted by any court suspending temporarily or permanently the implementation of this PLA, then all Covered Projects that would otherwise be covered by this PLA should be continued to be bid and constructed without application of this PLA, so that there is no delay or interference with the ongoing planning, bidding, and construction of any Covered Projects.

Section 18.2 Effect of Injunctions or Other Court Orders. The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the PLA as part of any bid specification should a court of competent jurisdiction issue any order, or any applicable statute that could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction on the project, or jeopardize project funding.

ARTICLE 19
WAIVER

Section 19.1 Waiver. A waiver of or a failure to assert any provisions of this PLA by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the PLA or change in the terms and conditions of the PLA and shall not relieve, excuse or release any of the Parties or Contractors from any of their rights, duties, or obligations hereunder.

ARTICLE 20
AMENDMENTS

Section 20.1 Amendments. The provisions of this PLA can be renegotiated, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the City and the Council.

ARTICLE 21
EFFECTIVENESS OF THE PLA

Section 21.1 Term and Application.

(a) Term of Years. This PLA shall become effective July 1, 2024, if executed by the City, Council, and Unions, and approved by the City Attorney in accordance with San Diego Charter Section 40. Any Union that fails to sign the PLA prior to approval by the City Attorney

shall not be a party to the PLA or covered by the terms of the Agreement. The PLA shall continue in full force and effect for a term of seven (7) years after the effective date.

(b) Application to Covered Projects. The PLA will apply only to Covered Contracts for Covered Projects for which the bid advertisement date for the Covered Contract is between July 1, 2024 and seven (7) years from the effective date of the PLA, and it will continue in effect with regard to each Covered Project until all Covered Work under a Covered Contract is completed and accepted by the City, under procedures described in Section 21.2 below. The PLA shall be included in all Covered Contracts or Covered Professional Services Agreements under which Covered Work may be performed.

(c) Extension. Either the City or the Council may provide written notice to the other not less than nine (9) months prior to the expiration of the PLA of its interest in extending the term of the PLA. Failure to provide such notice nine (9) months prior shall not preclude either the City or the Council from negotiating to extend the term of the PLA, but may impact the ability of the City Council to approve an extension prior to this PLA's expiration. Subject to adoption by the City Council and execution by the Council, the terms and conditions set forth under the PLA may not exceed five (5) years, unless approved by City ordinance. Absent mutual agreement on the extension as described above, the PLA shall expire.

Section 21.2 Turnover and Final Acceptance of Completed Work.

(a) Construction of any phase, portion, section, or segment of Covered Projects shall be deemed complete when such phase, portion, section or segment has been turned over to the City by the Prime Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Covered Project are inspected and construction-tested and/or approved and accepted by the City or third parties on behalf of the City, the PLA shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage in repairs or modifications required by its Covered Contract(s) with the City.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the PLA will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Acceptance is given by the City or its representative to the Prime Contractor.

Section 21.3 Continuation of Master Agreements. A Master Agreement shall continue in full force and effect with regard to Covered Work as set forth in Section 3.5, until the Master Agreement is modified by parties thereto.

In such case, Contractors and Unions agree to recognize and implement all applicable changes on their effective dates as set forth in the modified Master Agreement, except as otherwise provided by this PLA; provided, however, that any such provisions negotiated in said Master Agreements will not apply to work covered by this PLA if such provisions are less favorable to the Contractor performing Covered Work than those uniformly required of Contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this PLA. Any disagreement between any Party and Contractor over application of a modified term of a Master Agreement shall be resolved under the procedures established in Article 10.

Section 21.4 Final Termination. Final termination of all obligations, rights, and liabilities, and disagreements shall occur upon receipt by the Council of a Notice from the City saying that no work remains within the scope of the PLA.

ARTICLE 22
WORK OPPORTUNITIES PROGRAM

Section 22.1 The magnitude, duration, and complexity of the Covered Projects will require large numbers of skilled craft personnel and create significant economic opportunities for Local Workers and Targeted Workers. It is therefore the understanding and intention of the Parties to use the opportunities provided by the extensive amount of work to collaborate and implement programs and procedures, which may include, for example, North America's Building Trades Unions Multi-Craft Core Curriculum (MC3) Apprenticeship Readiness Programs, to prepare persons, especially Local Workers and Targeted Workers, for entrance into Apprenticeship Programs to begin or continue their construction careers on Covered Projects and future projects. With assistance from the Project Labor Coordinator, the Contractors, the Unions and their affiliated regional and national organizations will work jointly to promptly develop and implement procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the high demands of the Covered Projects to be undertaken.

Section 22.2 The Parties support the development of increased numbers of skilled construction workers who are Local Workers and Targeted Workers to meet the labor needs of Covered Projects. Towards that end, the Parties, together with the Project Labor Coordinator, agree to develop and implement a work

opportunities program for Local Workers and Targeted Workers to maximize construction career opportunities and create a construction career pipeline to becoming employed on Covered Projects. In furtherance of the foregoing, the Council and Unions specifically agree to work with the Project Labor Coordinator to:

(a) Collaborate with existing or newly created MC3 apprenticeship readiness programs in San Diego County to offer opportunities for Local Workers and Targeted Workers, including students, to enroll in free short-term construction apprenticeship readiness training to prepare them to enter into Apprenticeship Programs and become employed by a Contractor on Covered Projects. The Project Labor Coordinator, with the assistance of the Parties, will assist with the recruitment, career placement, and tracking of such Local Workers and Targeted Workers who graduate from these apprenticeship readiness programs; and

(b) The Parties will cooperate and collaborate with the Project Labor Coordinator to conduct outreach to and include Local Workers and Targeted Workers from traditionally underrepresented segments of the local population in the construction craft workforce for Covered Projects; and

(c) The Project Labor Coordinator, with input from the Council, shall produce detailed annual reports to measure and report the outcomes of the policies, requirements, and programs established in this PLA, including the achievement of Local Worker employment participation on Covered Projects; and

(d) The Unions will partner with the Contractors and Project Labor Coordinator to conduct outreach and recruitment activities by establishing or continuing to maintain existing centers, programs, and events to facilitate the entry of Local Workers and Targeted Workers into the building and construction trades. These programs shall serve as a resource for preliminary orientation, assessment of construction aptitude, referral to MC3 apprenticeship readiness programs or Apprenticeship Programs, referral to hiring halls, and provide tailored orientation and mentoring for women; and

(e) The Unions shall assist Local Workers with contacting the Apprenticeship Programs for the crafts and trades they are interested in. The Unions shall assist Local Workers who are seeking employment on the Covered Project and provide opportunities for Union membership by assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-Union Contractors. The Unions shall put on their rolls qualified bona fide Local Workers for employment on the Covered Project.

(f) Jobs Coordinator. Each Contractor shall utilize the Jobs Coordinator retained by the Prime Contractor to assist with achieving and exceeding the Local Worker goals set forth in Section 4.5 of this PLA. In addition, each Contractor shall utilize the Jobs Coordinator to assist the Contractor in fulfilling its work opportunities program and "Helmets to Hardhats" goals described herein.

The City may elect to develop and implement a Jobs Coordinator program with input from the Council that will include a pre-qualification process, selection guidelines and accountability measures to ensure the Jobs Coordinators are qualified and capable of performing the Jobs Coordinator function in accordance with the intent of the PLA. Alternatively, the City may direct the Prime Contractor to develop and implement such a program. Regardless of which entity develops and implement the program, the City shall have the right to remove Jobs Coordinators from the pre-qualification list, in which case such individuals or entities shall not be eligible for further selection by Prime Contractors.

Section 22.3 Joint Subcommittee on Work Opportunities. To carry out the intent and purpose of the work opportunities program, a joint subcommittee under the PLA shall be established, jointly chaired by a designee of the City and a designee of the Council, to oversee the effective development and implementation of the programs and policies described herein, and to work with representatives of each Union's Apprenticeship Program and representatives of the MC3 Apprenticeship Readiness Programs to maximize employment opportunities for Local Workers and Targeted Workers who reflect the diversity of the communities surrounding each Covered Project, and who may not be previously qualified for the construction career opportunities created by the Covered Projects. The joint subcommittee will meet at least quarterly to promptly facilitate its purposes in an expeditious manner as soon as this PLA becomes effective. All Unions and Prime Contractors working on active Covered Projects may be invited to attend the joint subcommittee meetings, and the joint chairs, at their discretion, may invite other community partners to attend the committee meetings. The Project Labor Coordinator will assist with the scheduling and facilitation of the joint subcommittee meetings.

ARTICLE 23
HELMETS TO HARDHATS

Section 23.1 Veterans Entry into Building and Construction Trades. The Parties recognize a desire to facilitate the entry into the building and construction trades of Veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the

services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment, and construction aptitude, referral to Apprenticeship Programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties.

Section 23.2 Integrated Database. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of Veterans interested in working on a Covered Project and of apprenticeship and employment opportunities for a Covered Project. The Project Labor Coordinator may assist the Contractors and Unions with scheduling opportunities for outreach, recruitment, interviews, assessment and commencing with an Apprenticeship Program's application and entrance process. The Contractors and Unions agree to engage and participate in such opportunities.

In witness whereof, the Parties have caused this Project Labor Agreement for the City to be executed as of the date and year stated below.

CITY OF SAN DIEGO

By: _____

Name: Todd Gloria

Title: Mayor

Dated: July 1, 2024

APPROVED AS TO FORM

MARA W. ELLIOTT, CITY ATTORNEY

By: Christina L Rae for Bonny Hsu

Name: Christina L. Rae

Title: Deputy City Attorney

Dated: July 1, 2024

O-21764

SAN DIEGO BUILDING AND CONSTRUCTION TRADES COUNCIL

By: Carol Kim
70D82C690EED49C...

Name: Carol Kim

Title: Business Manager

Dated: June 25, 2024

SIGNATORY UNIONS
(See Attached)

SIGNATORY UNIONS

By: DocuSigned by: Michael Patterson
Allied Workers Local 5

By: DocuSigned by: Luis Miramontes
Boilermakers Local 92

By: DocuSigned by: Chris Brisson
Bricklayers & Allied Crafts Local 4

By: DocuSigned by: Jack Alvarado
Cement Masons Local 500 / Area 744

By: DocuSigned by:
Electrical Workers Local 569

By: DocuSigned by:
Elevator Constructors Local 18

By: DocuSigned by: Ernesto Toscano
Painters & Allied Trades District Council 36

By: DocuSigned by: Beau Coleman
Iron Workers Local 229

By:
Laborers Local 89

By: DocuSigned by: Christian Betancourt
Plasterers Local 200

By: DocuSigned by: Jose Sanchez
Plaster Tenders Local 1414

By:
Operating Engineers Local 12

By: DocuSigned by: Steve Beringer
Plumbers & Pipefitters Local 230

By:
Operating Engineers Local 12

By: DocuSigned by: Paul Colmenero
Roofers & Waterproofers Local 45

By:
Operating Engineers Local 12

By: DocuSigned by:
Laborers Local 1184

By: DocuSigned by: Dave Gauthier
Sheet Metal Workers' Local 206

By: DocuSigned by: Ed Learn
Laborers Local 345

By: DocuSigned by: Jose Estrada
Teamsters Local 166

By: DocuSigned by: Ricardo Perez
UA Local 345

By: DocuSigned by: SERGIO RASCON
Laborers Local 300

By: DocuSigned by: Todd Barry on behalf of B.M. Robert Cooper
Road Sprinkler Fitters Local 669

By: DocuSigned by: Jr Jon Preciado
Southern California District Council of Laborers

By: DocuSigned by: Doug Hick
Southwest Regional Council of Carpenters

By DocuSigned by: Victor Torres
Teamsters Local 481

SIGNATORY UNIONS

By: DocuSigned by: Michael Patterson
Allied Workers Local 5

By: DocuSigned by: Luis Miramontes
Boilermakers Local 92

By: DocuSigned by: Chris Brisson
Bricklayers & Allied Crafts Local 4

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Elevator Constructors Local 18

By:
Painters & Allied Trades District Council 36

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Iron Workers Local 229

By: Valentine R. Macedo
Laborers Local 89

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By: DocuSigned by: Ed Leam
Laborers Local 345

By: DocuSigned by: Jose Estrada
Teamsters Local 166

By: DocuSigned by: Ricardo Perez
UA Local 345

By: DocuSigned by: SERGIO RASCON
Laborers Local 300

By: DocuSigned by: Todd Barry on behalf of B.M. Robert Cooper
Road Sprinkler Fitters Local 669

By: DocuSigned by: Jon Preciado Jr
Southern California District Council of Laborers

By:
Southwest Regional Council of Carpenters

By DocuSigned by: Victor Torres
Teamsters Local 481

SIGNATORY UNIONS

By: _____
Allied Workers Local 5

By: _____
Boilermakers Local 92

By: _____
Bricklayer & Allied Crafts Local 4

By: _____
Cement Masons Local 500 / Area 744

By: _____
Electrical Workers Local 569

By: _____
Elevator Constructors Local 18

By: _____
Painters & Allied Trades District Council 36

By: _____
Iron Workers Local 229

By: _____
Laborers Local 89

By: _____
Plasterers Local 200

By: _____
Plaster Tenders Local 1414

By: _____
Operating Engineers Local 12

By: _____
Plumbers & Pipefitters Local 230

By: _____
Operating Engineers Local 12

By: _____
Roofers & Waterproofers Local 45

By: _____
Operating Engineers Local 12

By: _____
Laborers Local 1184

By: _____
Sheet Metal Workers' Local 206

By: _____
Laborers Local 345

By: _____
Teamsters Local 166

By: _____
UA Local 345

By: _____
Laborers Local 300

By: _____
Road Sprinkler Fitters Local 669

By: _____
Southern California District Council of Laborers

By: _____
Southwest Regional Council of Carpenters

By: _____
Teamsters Local 481

ATTACHMENT A – CONSTRUCTION PROJECTS NOT PROCURED BY THE CITY

The following construction projects that are not procured by the City shall be considered Covered Projects for the purposes of this Agreement if the bid advertisement for these projects occurs during the effective dates pursuant to Section 21.1:

1. Phase III - Convention Center Expansion;
2. Phase I - Ocean Beach Pier Replacement;
3. New City Administration Building;
4. San Diego Fire Training Facility; and
5. Resource Recovery Facility at the Miramar Landfill

* In the event that the parties to the Project Labor Agreement for Construction of Pure Water Program Phase I Projects (Pure Water PLA), dated June 16, 2020, amend that agreement such that the terms of this PLA cover and apply to Pure Water Phase II projects, the terms and conditions under this PLA shall apply so long as a bid for the covered project or project work has not yet been advertised.

The City Council may elect to, by resolution, add other construction projects, not otherwise covered by this PLA, for coverage as Covered Projects.

ATTACHMENT B – LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the Project Labor Agreement prior to commencing work.

[CONTRACTOR'S LETTERHEAD]

DATE

Project Labor Coordinator
Address
Address
Address

Attention: _____

Re: City of San Diego Project Labor Agreement

To Whom It May Concern:

This is to confirm **[Name of Company]** agrees to be bound by the City of San Diego's Project Labor Agreement ("PLA"), as such Agreement may from time to time be amended by the Parties or interpreted pursuant to its terms. Such obligation to be bound by the PLA shall extend to all work covered by the PLA undertaken by this Company on the Covered Project pursuant to **[Insert City Contract No._____and Name of Covered Project]**, and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the PLA by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By:
[Name and Title of Authorized Executive]

[Copies of this Letter must be submitted to the Project Labor Coordinator and to the Council consistent with Article 3, Section 3.3(b)]

ATTACHMENT C-1 – WORKFORCE DISPATCH REQUEST FORM

City of San Diego Project Labor Agreement

The City of San Diego Project Labor Agreement ("PLA") establishes a goal of at least thirty percent (30%) of the total craft hours on each Covered Project being performed by Local Workers. The City PLA also establishes a goal of at least ten percent (10%) of the total craft hours on each Covered Project being performed by Targeted Workers. The Unions and Contractors agree that Local Workers shall be first referred for Covered Projects when requested through use of this Workforce Dispatch Request Form.

CONTRACTOR USE ONLY

Please complete and fax/email this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing/emailing your request, please call the local union to verify receipt and substantiate their capacity to furnish workers as specified below. Please print and retain copies of your fax or email transmission for your records.

TO:	Local Union and #	
	Email/Fax	
	Phone	
CC:	Project Labor Coordinator	
	Email/Fax	
FROM:	Contractor	
	Issued by	
	Email/Fax	
	Phone	

UNION CRAFT WORKER REQUEST:

Craft Classification	Journeyman or Apprentice	Local Worker and/or Veteran	No. of Workers
	☐ JM ☐APP	*	
	☐ JM ☐APP	*	
	☐ JM ☐APP	*	
	☐ JM ☐APP	*	
	☐ JM ☐APP	*	
		Total Number of Workers Requested:	

In accordance with the PLA, Article 4, Union Recognition and Employment, we are requesting the union:

* Please provide priority referral of Local Workers, based on zip code residence as described on the following page, or veteran status.

WORKER REPORTING INSTRUCTIONS:

Reporting Date:		**Reporting Time:**	
Reporting To:		**On Site Phone:**	
Project Name:			
Project Location:			
Special Instructions:			

UNION USE ONLY

Please complete the "Union Use Only" section and fax or email both pages to the requesting Contractor and Project Labor Coordinator.

Date Dispatch Received:	
Dispatch Received by:	
Date Worker(s) Dispatched:	

Name:	JM or App	Veteran	Local Worker? *	Zip Code
	☐ JM ☒ APP	☐ Yes ☐ No	☐ Yes ☐ No	
	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☒ No	
	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☐ No	
	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☐ No	
	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☐ No	
	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☐ No	

* PLEASE NOTE: By marking the "No" box for either the "Veteran", "Local Worker", and "Targeted Worker" categories you are certifying, on behalf of the Union, that the Union has exhausted all reasonable efforts to locate and dispatch such Veteran, Local Worker, or Targeted Worker.
** Please indicate number of the Targeted Worker category (a through k, as shown below). You may indicate multiple categories per worker.

A **Local Worker** is an individual who resides in a Disadvantaged Area or a Veteran residing anywhere. Below is a list of the Disadvantaged Area zip codes within the San Diego area.

91901	91902	91905	91906	91910	91911	91913	91914	91915	91916	91917
91910	91932	91934	91935	91941	91942	91945	91948	91950	91962	91963
91941	91978	91980	92003	92004	92007	92008	92009	92010	92011	92014
92004	92020	92021	92024	92025	92026	92027	92028	92029	92036	92037
92025	92054	92055	92056	92057	92058	92059	92060	92061	92064	92065
92057	92067	92069	92070	92071	92075	92078	92081	92082	92083	92084
92071	92091	92093	92096	92101	92102	92103	92104	92105	92106	92107
92101	92109	92110	92111	92113	92114	92115	92116	92117	92118	92119
92113	92121	92122	92123	92124	92126	92127	92128	92129	92130	92131
92124	92135	92136	92139	92140	92145	92154	92155	92161	92173	92182
92140	92536	92672								

ATTACHMENT C-2 – CONTRACTOR CORE WORKFORCE FORM

City of San Diego Project Labor Agreement

The City of San Diego's Project Labor Agreement Article 4, Section 4.6 requires Contractors who are not directly signatory to an applicable Master Agreement to provide a list of Core Employees to the Project Labor Coordinator and applicable Union, prior to performing Covered Work. After submitting the Core Employee list prior to commencing work, Contractors shall not make any changes or substitutions to the Core Employee list for the duration of the Covered Project except in cases where a Core Employee is injured or otherwise cannot work on the Covered Project due to factors beyond the Contractor's control. Failure to submit the Core Employee list prior to work commencing will prohibit the Contractor from using any Core Employees for 30 calendar days after the list is provided to the Project Labor Coordinator and applicable Union.

CONTRACTOR INFORMATION			
Covered Project Name:			
Contractor/Firm Name:			
Submitted by:		**Date Submitted:**	
Email:		**Phone:**	

In accordance with the City of San Diego's Project Labor Agreement, Article 4, Section 4.6 (f), a Core Employee must meet all of the following requirements:

a. Be either a journeyperson or Apprentice;
b. Be on Contractor's active payroll for at least sixty (60) of the last one-hundred-twenty (120) working days prior to being designated as a Core Employee; and
c. Possess any license required by state or federal law for the Covered Projects to be performed.

Please see Article 4.6 of the Project Labor Agreement for additional information regarding use of Core Employees, including limits and order of referrals.

CRAFT / TRADE	EMPLOYEE NAME	LAST 4 SSN	HIRE DATE	DATE LAST EMPLOYED

Please use additional sheets as necessary.

ATTACHMENT D – DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems that drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors shall require applicants or employees to undergo drug and alcohol testing in accordance with this PLA and this policy, Attachment D – Drug and Alcohol Testing Policy, hereafter "PLA Drug Policy" and City Council Policy No. 100-17, "Drug-Free Workplace/City Contractors," Attachment E. To the extent there is any conflict between the terms set forth in the PLA Drug Policy and in the City Council Policy No. 100-17, the terms set forth in City Council Policy No. 100-17 shall prevail and apply.

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession of or consuming alcohol is absolutely prohibited while employees are on the Contractor's job premises or while working on any jobsite in connection with work performed under the PLA.

2. No Contractor may implement a drug and alcohol testing program that does not conform in all respects to the provisions of this Policy.

3. No Contractor may implement drug and alcohol testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Prime Contractor's project manager. Said notice shall be provided at the pre-job conferences for each Covered Project. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the Agreement and subject to the Article 10 grievance procedure.

4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(l) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug and alcohol testing:

    a. The Contractor may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Contractor shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. A Contractor may request an applicant or employee promptly, within four (4) hours of the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the PLA or new testing procedures are approved, then these new regulations will be deemed as part of this existing PLA. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.

e. In the event of a confirmed positive test result, the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results, the Contractor may require a third test, at the Contractor's expense.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol testing with the following exceptions:

   1) Employees who are involved in industrial accidents resulting in damage to plant, property, or equipment or injury to him/her or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.

   2) The Contractor may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy to the Project Labor Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.

   3) The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable

or there is no Job Steward on the Covered Project, the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Contractors will be allowed to conduct periodic jobsite drug and alcohol testing on the Project under the following conditions:

   a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

   b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

   c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

   d. Testing shall be conducted by an SAMHSA-certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

   e. Only two (2) periodic tests may be performed in a twelve (12)-month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the employee from the jobsite.

8. Any grievance or dispute that may arise out of the application of this Policy shall be subject to the grievance and arbitration procedures set forth in the PLA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the Agreement shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed, the Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she may be reinstated.

11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

13. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy.

14. This Policy shall constitute the only Policy in effect between the Parties concerning drug and alcohol abuse, prevention, and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff [1]	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA)[2]	50 ng/ml [3]	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150 ng/ml 3	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250 ng/ml 250 ng/ml
MDMA[4]/MDA[5]	500 ng/ml	MDMA MDA	250 ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone[6]	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

[1] For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):
Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.
Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

[2] An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinoJ-9- carboxylic acid (THCA).

[3] **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ ml for benzoylecgonine).

[4] Methylenedioxymethamphetamine (MDMA)

[5] Methylenedioxyamphetamine (MDA)

[6] Employees with a prescription for methadone who are using the medication as prescribed, and are not impaired and can safely perform their work, will not be considered to have violated this Policy.

MEMORANDUM OF UNDERSTANDING REGARDING "QUICK" DRUG SCREENING TESTS PURSUANT TO ATTACHMENT D – DRUG AND ALCOHOL TESTING POLICY

It is hereby agreed between the Parties hereto that a Contractor who has otherwise properly implemented drug and alcohol testing, as set forth in the Policy, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Policy. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Policy as a result of any occurrence related to the "quick" screen test.

ATTACHMENT E – CITY COUNCIL POLICY NO. 100-17

"DRUG-FREE WORKPLACE/CITY CONTRACTORS"

CITY OF SAN DIEGO, CALIFORNIA

COUNCIL POLICY

CURRENT

SUBJECT: DRUG-FREE WORKPLACE/CITY CONTRACTORS
POLICY NO.: 100-17
EFFECTIVE DATE: May 20, 1991

BACKGROUND:

The issue of substance abuse, the misuse of both legal and illegal drugs, has been identified as a major problem. It is well documented that substance abuse in the workplace can negatively impact employee performance, worker safety and the safety of the general public.

PURPOSE:

It is the intent of the City Council that the City of San Diego take a leadership role in addressing the issue of drug abuse in the workplace. It is the purpose of this policy to establish the requirement that all City construction contractors, consultants, grantees and providers of non-professional services agree to comply with this Drug-Free Workplace Policy.

POLICY:

Section 1. Definitions

A. "Drug-free workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.

B. "Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 2.

C. "Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. Sec. 812).

D. "Contractor" means the department, division, or other unit of a person or organization responsible to the contractor for the performance of a portion of the work under the contract.

Section 2. City Contractor Requirements

A. Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all of the following:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation,

possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

(2) Establishing a drug-free awareness program to inform employees about all of the following:

(a) The dangers of drug abuse in the workplace.
(b) The person's or organization's policy of maintaining a drug-free workplace.
(c) Any available drug counseling, rehabilitation, and employee assistance programs.
(d) The penalties that may be imposed upon employees for drug abuse violations.

(3) Posting the statement required by subdivision (1) in a prominent place at contractors main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.

B. Contractors shall include in each subcontract agreement language which indicates the subcontractor's agreement to abide by the provisions of subdivisions (1) through (3) inclusive of Section 2A. Contractors and subcontractors shall be individually responsible for their own drug-free workplace programs.

HISTORY:

Adopted by Resolution R-277952 05/20/1991

APPENDIX A –

MEMORANDUM OF UNDERSTANDING #1

STARTUP AND COMMISSIONING

The Parties and Contractors agree that work covered by this PLA on Covered Projects includes all onsite physical craft work that is part of startup and commissioning, including, but not limited to, system flushes and testing, loop checks, rework and modifications, and functional and operational testing up to and including the final running test. It is understood that the City's personnel and/or its representatives, together with the manufacturer's and/or vendor's representatives, and/or project operating personnel may supervise and direct the startup, commissioning, rework, and modification activity, and that the onsite physical craft work is typically performed as part of a joint effort with these representatives and personnel. A manufacturer or its representatives may perform industry standard startup and commissioning work to satisfy its guarantee or warranty on a piece of equipment, and such work will be exempt from the PLA to the extent the work is excluded by Section 3.2(g) and/or Section 3.2(h).

Bond No. 72BCSJL1616
Premium: $123,662.00
Premium is for Contract Term and Subject to Adjustment Based on Final Contract Price

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

EC Constructors Inc., a corporation, as principal, and Hartford Fire Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Eleven Million Six Hundred Ninety-Nine Thousand Four Hundred Seventy Nine Dollars and Zero Cents ($11,699,479.00) for the faithful performance of the annexed contract, and in the sum of Eleven Million Six Hundred Ninety-Nine Thousand Four Hundred Seventy Nine Dollars and Zero Cents ($11,699,479.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise, it shall remain in full force.

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

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

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

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

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

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

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

EC Constructors, Inc.
CONTRACTOR

By: _____

Print Name: Sherri L. Summers, CEO

Date: May 6, 2026

THE CITY OF SAN DIEGO

By: _____

Print Name: Claudia C. Abarca
Director
Purchasing & Contracting Department

Date: June 8, 2026

Hartford Fire Insurance Company
SURETY

By: _____

Print Name: Lawrence F. McMahon
Attorney-In-Fact

Date: May 4, 2026

One Pointe Drive, 6th Floor
Brea, CA 92821-2333
Local Address of Surety

(860) 547-5000
Local Phone Number of Surety

$123,662.00*
Premium

72BCSJL1616
Bond Number

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

APPROVED AS TO FORM
Heather Ferbert, City Attorney

By: _____

Print Name: Christina L. Rae
Deputy City Attorney

Date: 6/12/2026

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 May 4, 2026 before me, Maria Hallmark, Notary Public
(insert name and title of the officer)

personally appeared Lawrence F. McMahon,
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.

MARIA HALLMARK
Notary Public - California
San Diego County
Commission # 2516988
My Comm. Expires May 9, 2029

Signature _____ (Seal)

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: ALLIANT INSURANCE SERVICES INC
Agency Code: 72-160200

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Tara Bacon, Lilia De Loera, Maria Guise, Maria Hallmark, Minna Huovila, Lawrence F. McMahon, Sarah Myers of SAN DIEGO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 4, 2026.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

ELECTRONICALLY SUBMITTED FORMS

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

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

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

A. **CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**

B. **MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**

C. **DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR**

D. **DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**

E. **DESIGN-BUILD PROPOSAL**

F. **DESIGN-BUILDER'S GENERAL INFORMATION**

G. **NON-LOBBYING CERTIFICATION**

H. **DISCLOSURE OF LOBBYNG ACTIVITIES**

I. **EXCEL PRICE PROPOSAL SHEET**

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

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

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

Contractor Name: EC Constructors, Inc.

Certified By Sherri L. Summers Title CEO

Name

Signature Date March 25, 2026

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
EC Constructors, Inc.			
Street Address	**City**	**State**	**Zip**
9834 River St. Lakeside		CA	92040
Contact Person, Title		**Phone**	**Fax**
Jim Summers, President		619-540-7181	

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

* The precise nature of the interest includes:

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

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

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

Name	Title/Position
James J. Summers	RMO/President
City and State of Residence	**Employer (if different than Bidder/Proposer)**
Alpine, CA	
Interest in the transaction	
49% Ownership	

Name	Title/Position
Sherri L. Summers	CEO
City and State of Residence	**Employer (if different than Bidder/Proposer)**
Alpine, CA	
Interest in the transaction	
51% Ownership	

*** Use Additional Pages if Necessary ***

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

Sherri L. Summers, CEO		March 25, 2026
Print Name, Title	Signature	Date

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

DEBARMENT AND SUSPENSION CERTIFICATION

PRIME CONTRACTOR

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

EFFECT OF DEBARMENT OR SUSPENSION
To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible- bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): *Bidders* and c*ontractors* who have been *debarred* or *suspended* are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving *contract* awards, executing *contracts*, participating as a *subcontractor*, employee, agent or representative of another *person* contracting with the City.

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s).

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

NAME	TITLE
James J. Summers	RMO/President
Sherri L.Summers	CEO

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

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: EC Constructors, Inc.

Certified By: Sherri L. Summers — Title: CEO

Name

Signature — Date: March 25, 2026

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

DEBARMENT AND SUSPENSION CERTIFICATION

SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier,** and/or **manufacturer**:

☑ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Austin Viramontes	President
Lance Cleveland	Secretary and Treasurer

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: Bayview Demolition Services, Inc.

Certified By Austin Viramontes Title President

Name

Date 3/23/2026

Signature

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION

SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier,** and/or **manufacturer**:

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Anthony Zaffuto	CEO
Wes Sylvester	CFO

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: Sylvester Roofing Co. Inc.

Certified By Anthony Zaffuto Title CEO and President

Name

Date 3.26.26

Signature

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION

SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier,** and/or **manufacturer**:

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Jeff Wischmeyer	President

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: CENTEX GLAZING INC.

Certified By Sam Bloom Title Estimator

Name

Signature Date 3/24/26

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION

SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor, supplier,** and/or **manufacturer**:

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
E.L. Hobbs Inc.	Erik Hobbs, President

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: E.L. Hobbs Inc.

Certified By Erik Hobbs Title President

Name

Date 3/19/26

Signature

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION

SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier,** and/or **manufacturer**:

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Colson Plumbing	Owner
18023 Calle Ambiente #301	
Rancho Santa Fe, CA 92067	

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: Colson Plumbing

Certified By Shan Colson Title Owner

Name

Shan Colson Date 3-20-26

Signature

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION

SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier,** and/or **manufacturer**:

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
JOHN MCCARTY	VICE PRESIDENT

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: A-1 FIRE PROTECTION INC.

Certified By: JILL MCCARTY Title: PRESIDENT

Name

Signature

Date: 3/25/26

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION

SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier,** and/or **manufacturer**:

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Laura Geist	President
Anthony Geist	VP

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: Mech One, Inc.

Certified By Anthony Geist Title VP

Name

Anthony Geist Date 3/19/26

Signature

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION

SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
SAM E JUDD	PRESIDENT

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: SJ ELECTRIC

Certified By SAM E JUDD Title PRESIDENT

Name

Signature Date 3/22/26

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION

SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier,** and/or **manufacturer**:

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Ryan T. Clark	President and General Manager

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: Southwest Traffic Signal Service Inc.

Certified By Misael Michel Title Project Engineer and Estimator

Name

Date 3/23/26

Signature

USE ADDITIONAL FORMS AS NECESSARY*

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 **Ocean Beach Branch Library** 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: March 25, 2026

The Design-Builder: EC Constructors, Inc.

By: _____
(Signature)

Title: Sherri L. Summers, CEO

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: N/A

(1) Name under which business is conducted _____

(2) Signature (Given and surname) of proprietor _____

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

(4) City and State _____ Zip Code _____

(5) Telephone No. _____ Facsimile No. _____

(6) Email Address _____

IF A PARTNERSHIP, SIGN HERE: N/A

(1) Name under which business is conducted _____

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

_____

_____

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

_____

Full Name and Character of partner

_____

_____

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

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted EC Constructors, Inc.

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

Sherri L Summers

(Signature)

Sherri Summers

(Printed Name)

CEO

(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 9834 River Street

(5) City and State Lakeside, CA Zip Code 9834

(6) Telephone No. 619-440-7181 Facsimile No. N/A

(7) Email Address jim@ecconstructors.com

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION A, B, C-8

LICENSE NO. #585677 EXPIRES 2/29/2028

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: #1000004249

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): 20-4062767

E-Mail Address: Contact: Jim Summers, President jim@ecconstructors.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 [signature] Title CEO

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

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

(NOTARIAL SEAL) SEE ATTACHED

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

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 20th day of March, 20 26, by Debra Landes, Notary Public, Sherri L. Summers,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

DEBRA LANDES
Notary Public - California
San Diego County
Commission # 2494196
My Comm. Expires Aug 4, 2028

(Seal)

Signature

NON-LOBBYING CERTIFICATION

(FOR FEDERAL-AID CONTRACTS)

The prospective participant certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal con- tract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

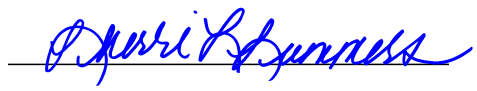
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontractors, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Sherri L. Summers, CEO

Typed Name & Title of Authorized Representative



Signature and Date of Authorized Representative

March 25, 2026

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 06/30/2028

1. * Type of Federal Action:

- ☐ a. contract
- ☒ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. * Status of Federal Action:

- ☐ a. bid/offer/application
- ☒ b. initial award
- ☐ c. post-award

3. * Report Type:

- ☒ a. initial filing
- ☐ b. material change

4. Name and Address of Reporting Entity:

☒ Prime ☐ SubAwardee

** Name*

** Street 1* *Street 2*

** City* *State* *Zip*

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

7. * Federal Program Name/Description:

Assistance Listing Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix ** First Name* *Middle Name*

** Last Name* *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

b. Individual Performing Services (including address if different from No. 10a)

Prefix ** First Name* *Middle Name*

** Last Name* *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:**

***Name:** *Prefix* ** First Name* *Middle Name*

** Last Name* *Suffix*

Title: **Telephone No.:** **Date:**

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

Federal Agency Form Instructions

Form Identifiers	Information
Agency Owner	Grants.gov
Form Name	Disclosure of Lobbying Activities (SF-LLL)
Form Version Number	2.0
OMB Number	4040-0013
OMB Expiration Date	06/30/2028

Form Field Instructions

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action:	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.

Field Number	Field Name	Required or Optional	Information
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required

Field Number	Field Name	Required or Optional	Information
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
5.	If Reporting Entity in No. 4 is Subaward, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subaward, provide the information for the Name and Address of Prime
	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required

Field Number	Field Name	Required or Optional	Information
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department/Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	Assistance Listing Number:	Required	Enter the full Assistance Listing Number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	Assistance Listing Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.

Field Number	Field Name	Required or Optional	Information
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.

Field Number	Field Name	Required or Optional	Information
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.
11.	Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	N/A	N/A
	Signature:	Required	Completed by Grants.gov upon submission.
	Name:	Required	Provide the information for the Name of the Certifying Official.

Field Number	Field Name	Required or Optional	Information
		Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Certifying Official.
	First Name	Required	Enter the first name of Certifying Official. This field is required.
	Middle Name	Optional	Enter the middle name of the Certifying Official.
	Last Name	Required	Enter the last name of the Certifying Official. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Certifying Official.
	Title:	Optional	Enter the title of the Certifying Official.
	Telephone No.:	Optional	Enter the telephone number of the certifying official.
	Date:	Required	Completed by Grants.gov upon submission.

City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491

ADDENDUM 1

PROPOSAL DOCUMENTS

e - Bidding

FOR

OCEAN BEACH BRANCH LIBRARY

RFQ No.:	**K-25-2391-DB2-3**
RFP NO.:	**K-26-2391-DB2-3**
SAP NO. (WBS/IO/CC):	**S-20015**
CLIENT DEPARTMENT:	**1713**
COUNCIL DISTRICT:	**2**
PROJECT TYPE:	**BD**
EDI CPF NO.:	**B-23-CP-CA-0196 / 100843-2023**
STATE GRANT NO.:	**TSG-22-15 / 1000790-2023**

PROPOSALS DUE:

2:00 PM
MARCH 12, 2026

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS
http://www.sandiego.gov/cip/bidopps/

DEPUTY CITY ENGINEER

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

	2/19/2026	Seal:
For City Engineer	Date	

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. BIDDER's QUESTIONS

Q1. Project Duration. The RFP provides the following information:

Section 4.3.1 states that the project schedule is to have the library completed and ready for public use by Spring 2028, with a Limited Notice to Proceed (NTP) anticipated in May 2026.

Item 8, CONTRACT PERIOD (page 8), specifies that the project, including the Plant Establishment Period, shall be completed within 1160 working days (approximately 4-1/2 years) from the NTP.

Given these details, can you please confirm the intended project duration and clarify whether the 1160 working days are inclusive of all phases (including the Plant Establishment Period) and align with the target completion date of Spring 2028? If there are any adjustments to the schedule or further breakdowns of the contract period, please provide additional details.

A1. Refer to **Section C, Item 1,** page 26, and **Section D, Item 1,** page 27 of this Addendum for updated information.

Q2. LEED Certification: Attachment A, Page 38, Item 3.3.15 states that LEED Silver compliance (minimum) is required.

Attachment G, Page 284, Item 4.1.10 requests the Design-Builder's plan to meet the requirements for LEED Gold Certification.

Please confirm whether the project is required to achieve LEED Silver or LEED Gold certification. If LEED Gold is required, please clarify if this is a mandatory requirement or a preferred goal.

A2. The project is required to be LEED Silver, the reference in Attachment G to Gold Certification is an error and is not required. Refer to **Section D,**

Item 5, page 28 of this Addendum for updated Attachment G, Item 4, Subitem 4.1.10 language.

Q3. Only two of the prequalified firms participated in the mandatory On-Line Pre-proposal Meeting at 10:00 AM on February 5, 2026. Please confirm these are the only two firms eligible to submit proposals for consideration by City.

A3. Confirmed.

Q4. 4.1.10 LEED and ZEMBOP Compliance indicates LEED Gold Certification. However, Attachment A of the RFP describing the Program Requirements reference LEED Silver. Please clarify LEED Silver Certification is what is desired by City.

A4. The project is required to be LEED Silver, the reference in Attachment G to Gold Certification is an error and is not required. Refer to **Section D, Item 5,** page 29 of this Addendum for updated Attachment G, Item 4, Subitem 4.1.10 language.

Q5. We respectfully request the due date of the proposal to be postponed to 3/12/26 to allow proper time to facilitate a design concept and coordinate appropriate pricing for same. Please advise.

A5. We are okay with this 2-week extension. Refer to the cover page and Section A of this Addendum.

Q6. Please confirm City will remove all loose furnishings, books, etc. from the existing Library and Annex prior to start of work by Contractor.

A6. Yes, City will remove all loose furnishings, books, etc. from the existing Library and Annex prior to start of work by Contractor.

Q7. Could City please provide CAD files of existing topo for site?

A7. CAD files are provided. Refer to **Section D, item 3,** page 27 of this Addendum.

Q8. Please confirm Contractor will be required to obtain Demolition Permit from DSD for Annex Building and any demolition related to existing Library facility.

A8. Yes, Contractor will be required to obtain demolition permit from DSD.

Q9. Section 3.3.3 of RFP indicates “Coordination and Payment of all fees.” City has typically provided Allowances in DB projects for Permit Fees and Utility Fees as it is not possible to obtain accurate fees for these during the proposal phase. Please consider providing allowances for these fees for all to include in their proposal.

A9. Any outside agency fees and permit fees will be part of the allowance bid item “Building Permit (EOCP Type I)”. Refer to the Excel Price Proposal Sheet, refer to **Section E, item 1**, page 28 of this Addendum.

Q10. Section 3.3.2.1 and 4.2.22 of the RFP references “Allowance” for non-fixed movable furnishings. Please clarify what this Allowance value should be as we do not see it in the RFP documents or pricing form.

A10. Non fixed, Movable furnishings and equipment only (such as desks, chairs, computer tables, etc.) and excludes all permanently attached items and associated construction or utility work. Bookshelves are included in the non-fixed furniture allowance, even though they will be anchored. Refer to “Non-Fixed Furniture (EOC Type I)“ in the **EXCEL PRICE PROPOSAL SHEET**, refer to **Section E, item 1**, page 28 of this Addendum.

Q11. Section 3.3.20 indicates “Integration of Art (as may be required)” Please advise what Art is required as part of the project budget and advise if this project has Public Art requirement. If Public Art is required, would this be part of this project or under a separate agreement?

A11. Public Art for this project is not required.

Q12. Please clarify if project requires replacement of all improvements in the right-of-way to back of curb is required as part of this project or only those that are disturbed by the work of the project.

A12. Yes. Refer to the cross sections shown on the 30% Bridging Documents, Sheet C-1 for required improvements within the right-of-way.

Q13. Is it requirement of RFP to provide all new wet & dry utility laterals to the Library, even if the existing utility lines are sized appropriately to support the new Library?

A13. Yes, it is required to provide all new wet and dry utility laterals to the library.

Q14. RFP references “Commissioning” in several places. Please advise is Commissioning is required and clarify if Design-Builder or City will hire Commissioning Agent.

A14. The Commissioning Agent is to be obtained by the Design-Builder for LEED Certification including the enhanced commissioning as required by the RFP.

Q15. RFP indicates 1160 Working Days from NTP for completion of project. However, other areas of the RFP indicate “complete and ready for public use by Spring 2028. Please clarify contract duration.

A15. We would like to update the “ready for public use by **December 2028**”, which is BOBU/Substantial Completion date. Refer to **Section C, Item 1**, page 26 and **Section D, Item 1**, page 27 of this Addendum.

Substantial Completion is defined as the stage in the Work when the Project, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the City may occupy and utilize the facility for its intended public use.

Acceptance shall occur upon completion of all Contract Work, including but not limited to: punchlist items, plant establishment, and submission and approval of all closeout documentation in accordance with the “WHITEBOOK” Section 3-13.1.2.

Contract Time to Acceptance includes all post-Substantial Completion activities and does not control Beneficial Occupancy or public use of the facility.

Working days shall be 644 days (includes plant establishment period).

Q16. RFP reference Water Efficient Landscaping and Water Reduction, drought-tolerant, and water conservation principals in compliance with AB 1881. Bridging Documents indicate use of Tiftuf Bermuda Sod for portions of the project. Natural turf areas are not consistent with water conservation or drought-tolerant landscape design principals. Please clarify if City desires turf and will waive the conflicting portions of RFP.

A16. The front lawn/turf is considered historic directly in front of the historic section of the library and that will need to remain turf. The Tiftuf Bermuda Sod reflected on the plans is appropriate drought tolerant landscaping. The other landscaping portions of the project shall be in compliance with AB 1881.

Q17. Please confirm only the original 1928 library building is the historical resource.

A17. The library built in 1928 is historic, but the addition built in 1962 has been deemed as Not Significant per a DSD Historic review. Annex building has been deemed not significant as well.

Q18. Does City have an underlying Historic Assessment or Report of the original library? If so, can we please be provided a copy of the report.

A18. We can provide the assessment that was done as part of the feasibility study. Refer to **Section D, item 3,** page 27 of this Addendum.

Q19. Can City please provide the level of review and approval for historic aspects of the project? We understand there will be review with DSD Historic Staff during design coordination but will there be review by any other Historic Consultants or Boards in collaboration with City?

A19. Yes, there will be a DSD review for Compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties. Since this project affects a designated historic resource, and in a historic district, the project may go before the San Diego Historical Resources Board.

Q20. Please clarify how many Community Planning Group meetings the DB Team will need to attend.

A20. Two (2) meetings with the community around 60% design when final layout and aesthetics can be conveyed and there is an expectation that we will return to respond to questions.

Q21. Will there be a Community Vote or Community input on the selected team like has been utilized on other City DB projects?

A21. No, there will not be a Community Vote or Community input on the selected team.

Q22. Please clarify City requirement related to size of the overall project. There are various quantities provided in the RFP and we want to make sure we are providing what is desired. Bridging Document Drawings indicate total for 8,784 sf (4,648 + 4,136) excluding courtyard; Summary of Work (Page 2 of RFP) indicates 4,580 sf existing and 4,000 sf new which would be total of 8,580 sf; Attachment A, Section 1.0.A indicates 8,800 sf; 5.7 – Program Space Report shows total of 9,300 gross sf with 8,305 net sf. Please clarify what total size expected for the new library facility so we can design accordingly.

A22. The 8,580 SF referenced in the RFP was an early planning estimate. The 8,784 SF shown in the Bridging Documents (excluding the courtyard) reflects the current proposed building footprint. The 9,300 gross SF noted in the Program Space Report represents an estimated total of usable programmed space.

There is no strict square footage requirement for the final design. The ultimate building size will depend on the Design-Builder's proposed layout, site constraints (including setbacks from exterior walls to property lines), and overall efficiency of the design. The key requirement is that all programmatic/user needs are met, including a community room sized to accommodate 100 occupants.

Q23. 3.6 on Page 39 of RFP indicates "The library shall be designed and built to be fully functional in every capacity, with requirements exceeding those of the existing San Ysidro Library." Please clarify what this means as that library was roughly 15,000 and did not include renovation of historical building. We need to understand how this will impact the final design coordination process and budget.

A23. The Design-Builder is permitted to revise or reconfigure the layout as necessary to meet the project objectives and their proposed design concept. Section 3.6 (Attachment A, Page 39) is intended to establish a performance and functionality benchmark, not a size equivalency or replication of the San Ysidro Library.

The reference to "requirements exceeding those of the existing San Ysidro Library" pertains to operational capability, quality of systems, and level of service provided (e.g., technology integration, flexibility of community space, ADA accessibility, energy performance, and overall functionality), rather than matching or exceeding San Ysidro's total square footage or program scope.

The Ocean Beach Branch Library project is governed by the building program, site constraints, historic preservation requirements, and budget identified in this RFP. The San Ysidro Library is provided solely as a comparative example of performance standards and operational expectations. The intent is to ensure that the completed facility functions at least at the same modern service level as San Ysidro, within the size and budget parameters established for this project. Accordingly, proposers should base their design coordination and pricing on the program, performance criteria, and stipulated contract price identified in the RFP, not on the size or full scope of the San Ysidro facility.

24Q. If in fact we are to designed like San Ysidro, please provide as-builts for that project for consideration in the design process. The Ocean Beach Branch Library is not required to replicate the San Ysidro Library design.

24A. As stated in Section 3.6, the reference to San Ysidro is intended only as a functional and performance benchmark, not as a prototype or template for design. Accordingly, As-Builts for the San Ysidro Library will not be provided, as Proposers are to base their design on the program requirements, performance specifications, site constraints, historic considerations, and budget identified in this RFP. The Design-Builder is responsible for developing an original design that meets or exceeds the functional and performance standards described in the RFP within the stipulated contract price.

25Q. Section 5.6.1 Lobby indicates “The lobby’s primary function is to serve as the formal public entrance to the library and ancillary services.” “The lobby should provide a sense of orientation and make the transitions to the Stacks and Community Room clear. Immediately accessible from the Lobby are the Friends Bookstore and the restrooms.” Bridging Document Floor Plan included in the RFP shows Friends of Library adjacent to the existing main entry facing the intersection with restrooms on the far end of the facility. Please clarify what is desired or if City will allow appropriate layout to be developed by DB Teams.

25A. The narrative in Section 5.6.1 is intended to describe functional relationships and operational goals for the Lobby, not to mandate a specific floor plan configuration. The Bridging Document Floor Plan is

conceptual and provided to illustrate one possible layout approach. It does not represent a required final configuration.

The City's intent is that:

- The Lobby clearly functions as the primary public entry and orientation space.
- Wayfinding to the Stacks and Community Room is intuitive and visible from the Lobby.
- The Friends Bookstore and public restrooms are conveniently accessible from the Lobby.

The Design-Builder is responsible for developing an efficient and code-compliant layout that meets these functional objectives within the overall program, site constraints, historic considerations, and stipulated contract price. Alternate configurations that satisfy the operational intent of the program will be considered acceptable.

26Q. 5.7 Program Space on Page 57 of RFP indicates total of 400 sf and includes Public Computers and Photocopy Alcove. Section 5.6.3 Library Circulation Space includes Browsing/Popular Reading, Customer Service, Public Workstations, Photocopy Alcove, Audio/Video, and Audio (AV) Visual Storage. Please advise if City expects all the spaces listed in 5.6.3 to be included in 400 sf shown on Program Space Report, excluding AV Storage which seems to be required near the Community Room.

26A. The 400 SF identified in Section 5.7 (Program Space Report) for Library Circulation Space represents the total allocation for that functional zone. The elements described in Section 5.6.3, including Browsing/Popular Reading, Customer Service, Public Workstations, Photocopy Alcove, and Audio/Video are functional components within that 400 SF allocation and are not additive square footage beyond the total shown in the Program Space Report. AV Storage associated with the Community Room is addressed separately and is not required to be included within the 400 SF Circulation allocation. The Design-Builder shall incorporate the required circulation functions within the 400 SF total, while maintaining overall program square footage and stipulated contract price.

27Q. 5.6.3.3 Public Workstations indicates "Provide open floor area and power for twelve (24) Public Workstations, …" Please clarify if City desires twelve (12) or twenty-four (24) Public Workstations.

27A. A total of 24 Workstations; there should be 4 Workstations and 20 Public Workstations.

28Q. Regarding 5.6.3.6 AV Storage, please advise if this is required in addition to the AV Cart storage that is referenced in 5.6.2.3 Storage for Community Room.

28A. The AV Storage identified in Section 5.6.3.6 is not intended to be an additional, separate room beyond what is described in Section 5.6.2.3 (Storage for Community Room). The intent is to ensure that adequate space is provided within the Community Room storage area to accommodate AV equipment, including AV carts and related materials. The Design-Builder may incorporate AV storage within the Community Room storage space, provided the overall storage capacity meets the program requirements and supports the functional needs of the space.

29Q. 5.6.4.1 Book Drop references Smart-Chute 300 book drop with data connection and ample power. Can City please provide cutsheet for the desired book drop or at least manufacturer name for this product?

29A. Design-Builder can substitute a product that meets functional and life safety specification of the referenced Smart-Chute. Library's preferred vendor for automated material handling systems (AMH) which is Lyngsoe, https://lyngsoesystems.com/

30Q. Is the cost of the Book Drop to be included in the lump sum price for work or allowance for "Furnishings"?

30A. Yes, The Book Drop should be included in the **Lump Sum price** for the work, not under the Furnishings allowance. Per Attachment A, Section 3.3.21, the Allowance applies only to non-fixed (movable) furniture, while "all fixed furnishings" are to be included in the Design-Builder's Lump Sum. A Book Drop is considered a fixed building component (integrated into the building envelope or structure) rather than movable furniture.

31Q. 5.7 Program Space Report indicates a 75 sf Staff Office and 100 SF Branch Manager Office. Bridging Document Plan shows a 72 sf Office

and 67 sf Office. However, 5.6.4 of Program Narratives make no mention of the Staff Office with requirements. Please confirm size of offices desired and if there is a separate Staff Office required.

31A. The manager's office shall be larger than the other office and shall have a minimum area of 70 square feet. Alternate configurations that satisfy the operational intent of the program will be considered acceptable.

32Q. 5.6.4.3 Branch Manager's Office indicates "ideally situated toward the front entry." Please clarify what is consider "front entry" to the facility. Is front entry the entrance/exit toward the street intersection of the entry/exit to the parking area?

32A. Front entry is considered the entrance/exit toward the street intersection (Santa Monica Ave and Sunset Cliffs Blvd). Alternate configurations that satisfy the operational intent of the program will be considered acceptable.

33Q. Section 5.6.4.6 Lockers is included in narratives for Staff Area. Please clarify if this is as separate space or if the lockers are to be provided in the Workroom. There is no mention of Locker Room in the Program Space Report.

33A. The lockers referenced in Section 5.6.4.6 are not intended to be a separate dedicated locker room. The intent is for staff lockers to be accommodated within the Staff Workroom or other appropriate staff support area, as determined by the Design-Builder's layout. No separate locker room is required unless proposed by the Design-Builder. The absence of a "Locker Room" in the Program Space Report reflects that a standalone space is not anticipated. The Design-Builder shall ensure adequate space is provided to meet staff storage needs consistent with the program requirements.

34Q. 5.7 Program Space Report indicates 90 sf Study Area within Children's Area. Section 5.6.5 does not include a narrative indicating this "Study Area". However, 5.6.7 does reference a Homework Center. Would the Study Area referenced in Program Space Report be the same as the Homework Area referenced in the narrative? Please clarify these spaces.

34A. The 90 SF "Study Area" identified in Section 5.7 (Program Space Report) is intended to correspond with the "Homework Center" described in Section 5.6.7. The terminology differs, but the intent is the same: to provide a designated area within the Children's Area that supports

homework, tutoring, and individual or small-group study activities. No additional separate study space beyond the Homework Center is required. The Design-Builder shall incorporate approximately 90 SF within the Children's Area to accommodate this function in a manner consistent with the program intent.

35Q. We are trying to reconcile 5.6.9.1 – Adult Collection narrative with Adult Areas indicated in 5.7 Program Space Report. Program Space Report indicates 1,300 sf for "Adult Collection" and separate sf designations for Non-Fiction, Fiction, Periodicals, and Reference. However, when reading the narrative, Non-Fiction, Fiction, Periodicals, Refence and World Languages all fall under the "Adult Collection description. There is no sf in the Program Space Report for World Languages but the total for all the other spaces equals 1,150 sf. If World Languages was provided 150 sf similar to Periodicals and Reference, all of these spaces would total 1,300 sf which equals the total shown for Adult Collection. Please review this information and clarify requirements for Adult Collection without including Teen Room, Secure Storage, and Study Rooms. (See below for questions on these areas)

35A. The 1,300 SF identified in Section 5.7 (Program Space Report) for "Adult Collection" represents the total area allocated for the Adult Collection zone. The separate references to Non-Fiction, Fiction, Periodicals, Reference, and World Languages in the narrative are functional descriptions within the Adult Collection area and are not intended to represent additive square footage beyond the 1,300 SF total. World Languages is intended to be accommodated within the overall Adult Collection allocation. No additional square footage beyond the 1,300 SF total is required for Adult Collection. For clarity, the 1,300 SF total for Adult Collection shall include Non-Fiction, Fiction, Periodicals, Reference, and World Languages collections. Teen Room, Secure Storage, and Study Rooms are separate program elements and are not included within this 1,300 SF.

36Q. 5.7 Space Program Report indicates "Study Rooms" as 130 sf. 5.6..9.2 Study Rooms indicates "Two enclosed, adjacent Study Rooms are required in the Adult Area. These spaces are indicated to comfortably accommodate 6 patrons at a table. Bridging Document Plan shows only one Study Room adjacent to Teen Room but opening to Adults Area. The 130 sf area indicated on the Space Program Report would only be

for one (1) Study Room to meet the 6 patron at a table requirement. Please clarify if City desires two (2) Study Rooms or only one as shown on the Bridging Documents Plan.

36A. Section 5.6.9.2 indicates that two (2) enclosed, adjacent Study Rooms are required within the Adult Area. The 130 SF identified in the Program Space Report represents the total allocation for Adult Study Rooms, not per room. The City's intent is to provide two (2) study rooms within the Adult Area. The Design-Builder shall size and configure these rooms to comfortably accommodate approximately six patrons per room, while remaining within the overall program square footage and stipulated contract price. Minor adjustments in individual room sizing may occur during design development provided program intent and functionality are maintained.

37Q. 5.7 Space Program Report indicates 350 SF Teen Room. This seems to correspond to 5.6.9.3.1 Teen Room in Program Narrative. However, Program Narrative includes 5.6.9.2 Teen Study Room which is not included in the Program Space Report. Please confirm City desires a separate Teen Study Room opening to Teen Room.

37A. The 350 SF identified in Section 5.7 corresponds to the Teen Room described in Section 5.6.9.3.1. The reference to a "Teen Study Room" in the narrative is intended as a functional component within or directly associated with the Teen Room, not as a separate enclosed room requiring additional square footage beyond the 350 SF allocation. A separate dedicated Teen Study Room beyond the 350 SF Teen Room allocation is not required unless proposed by the Design-Builder as part of their design solution.

38Q. Bridging Document Plan shows Teen Storage but this space is not indicated in the Space Program Report or Program Narrative. Is this specific Teen Storage required?

38A. The Teen Storage space shown on the Bridging Documents is illustrative and not intended as a separate program requirement beyond what is necessary to support the Teen Room's functionality. Dedicated enclosed Teen Storage is not required unless needed to support program operations. Storage needs for the Teen Room may be accommodated within the Teen Room allocation or through adjacent shared storage, as appropriate. The Design-Builder shall ensure adequate storage is

provided to support intended Teen Room functions within the overall program and stipulated contract price.

39Q. 5.6.9.4.2 indicates to provide Fire Riser Room. Has the City made a determination that the Library will require a fire sprinkler for the newly configured Library facility or is this just standard to include as Support Space and it is up to Design Build Team to determine if the newly configured Library will require fire sprinklers? (Note: Bridging Drawings provided as part of the RFP do not show a new fire service lateral to the newly configured Library) Please clarify.

39A. The newly configured Library facility shall be designed in compliance with all applicable California Building Code (CBC). Provision of a Fire Riser Room shall be included as required by code, based on the final building configuration and fire protection system design. The Bridging Documents are conceptual and do not represent final utility design. The City has a planning level analysis and based on the size of the expansion and the extensive work on the MEP, and data systems considered a fire sprinkler to be required by Building Code. However, the Design-Builder is responsible for confirming fire protection requirements, coordinating with the Fire Marshal and other applicable agencies, and providing all required fire protection infrastructure (including fire service lateral, backflow prevention, riser, and associated components) as determined necessary to meet code. All fire protection systems required to achieve permit approval and certificate of occupancy shall be included in the base scope of work within the stipulated contract price.

40Q. 5.7 Space Program indicates 100 SF Electrical and 5.6.9.4.1 Electrical indicates to “Provide an Electrical Room as required to accommodate electrical service to the library.” Section 6.7.4 Power Distribution indicates “New main switchboard rated a minimum of 1600A 208Y/120V located in main electric room.” It is not possible to fit a 1600 Amp electrical service in a 100 sf Electric Room and meet SDG&E requirements. Would City please advise if they require a 1600A main electrical service to this Library or if DB Team should make a determination of proper size for the new electrical service to facilitate loads of this Library facility based upon planned systems requiring electrical system support?

40A. The 100 SF identified in Section 5.7 (Program Space Report) for the Electrical Room represents a planning-level allocation and is not

intended to dictate final room size. Similarly, the reference in Section 6.7.4 to a "minimum 1600A 208Y/120V" main switchboard reflects a preliminary performance benchmark and does not supersede the Design-Builder's responsibility to perform load calculations.

The Design-Builder shall determine the appropriate electrical service size, main switchboard rating, and electrical room sizing based on:

- Final building load calculations;
- Applicable codes and utility requirements;
- LEED and energy performance goals;
- EV infrastructure coordination;
- Future capacity requirements consistent with a public library facility.

The electrical room shall be sized appropriately to accommodate the required equipment in compliance with SDG&E, CBC, CEC, working clearance requirements, and all applicable codes. All electrical infrastructure required to support the facility shall be included within the base scope of work and stipulated contract price.

41Q. Section 6.7.4.17 indicates MC cable shall not be permissible. While MC Cable should not be utilized for home runs, it is a very cost effective and code compliant way to distribute power to light fixtures and between receptacles within the facility. We respectfully request City consider allowing the use of MC Cable between power outlets and between light fixtures to help meet budget constraints.

41A. Section 6.7.4.17 establishes the City's standard requirement that MC cable shall not be utilized for this facility to promote long-term durability, maintainability, and consistency with City building maintenance. The Design-Builder remains responsible for delivering a durable and maintainable electrical system appropriate for a public facility within the stipulated contract price.

42Q. Section 6.7.14 Solar Photovoltaic System Requirements, The first paragraph of Subsection 1 indicates "The Design Build Team shall design, procure and install a grid-connected PV System, sized for net zero operation of the building annual energy consumption. There will be no energy storage devices (e.g. batteries) used in this

system." However, the second paragraph indicates Photovoltaic (PV) and Battery Energy Storage System – PPA Coordination which would presume this system would include energy storage devices as it references use of PV and BESS system provided by 3rd party. The electrical system needs to be designed for all PV or PV & BESS. Please clarify why City would not want to utilize BESS if PPA is not utilized for this facility.

42A. Section 6.7.14 establishes that the base scope of work includes a grid-connected PV system sized for net-zero annual building energy consumption. Battery Energy Storage Systems (BESS) are not included in the base bid. As outlined in the Deductive Alternative for the Power Purchase Agreement (PPA) (Appendix K of the RFP), the City may elect, prior to building permit approval, to enter into a third-party PPA for delivery of a PV and Battery Energy Storage System. Under that scenario:

- A deductive credit will be applied to the Design-Builder's contract.
- The selected Licensee will provide upfront funding for the PV and battery system.
- The Licensee will be responsible for installation funding, ongoing maintenance, performance guarantees, and monitoring over the 20-year PPA term.
- The PV and BESS system must meet ZEMBOP requirements and be fully permitted as part of the facility.

If the City does **not** execute the PPA, the Design-Builder shall install the PV system only, without battery storage, as part of the base scope.

The electrical infrastructure shall be designed to:

- Support the base PV system; and
- Accommodate integration of a PV + BESS system if the PPA deductive alternative is exercised.

BESS shall not be included in the Guaranteed Maximum Price unless the PPA deductive alternative is exercised by the City.

43Q. Section 6.7.21 Security, Sub-Item 3 indicates "A book theft detection is required in the building." Please clarify if the book theft detection

system is required at each building entry/exit point of only at specific location. Additionally, book theft detection systems have been paid for out of allowance on past Library projects with City. Please confirm that if a book theft detection system is selected by City, it will be paid for out of Furnishings Allowance.

43A. The system shall be provided at all public building entry and exit points to ensure proper monitoring and security of library materials. The Book Theft Detection System is considered a specialty library system and shall **not** be procured under the Furnishings Allowance. Installation-related infrastructure (including but not limited to power, data rough-ins, conduit, coordination within walls or floors, and required blocking or supports) shall be included in the base scope of work as well.

44Q. Please advise if Audio Visual System is included in Non-Fixed Furniture Allowance. The last Library project we did with City included an AV & IT Allowance for items and systems that were to be selected by City in the design coordination phase. For example, RFP references Audio Visual Cart but there is no specific information as to what is included for proper pricing at this time.

44A. The Non-Fixed Furniture Allowance applies only to movable furnishings. Audio Visual systems that are fixed, permanently mounted, integrated into the building, or require infrastructure coordination (including but not limited to wall-mounted displays, ceiling-mounted projectors, control systems, speakers, racks, wiring, and associated cabling) shall be included in the base scope of work and are **not** part of the Non-Fixed Furniture Allowance. The Design-Builder is responsible for including all fixed AV systems and associated infrastructure required to deliver a fully functional facility within the stipulated contract price.

45Q. 6.7.5.12 references Access Control. However, there is no additional information in the RFP for an Access Control System. Please confirm Access Control System is not part of project.

45A. An Access Control System is required as part of this project. Access control shall be provided at all primary building entry and exit points and at additional locations as required to support secure operation of the facility. The system shall include card access readers, associated hardware, and integration with the building security system. Security cameras shall also be provided at building entry and exit points as part

of the overall security design. The exact quantity and final layout of cameras and card access devices will be determined during design development in coordination with the City. The Design-Builder shall coordinate with the City's preferred security platform (currently Verkada or City-approved equivalent) and ensure full compatibility with the City's existing security infrastructure. All required access control infrastructure, devices, and integration necessary to deliver a fully operational system shall be included in the base scope of work within the stipulated contract price.

46Q. 6.7.19 Public Address System indication origination point for the PA System shall be by Staff Telephone. Please clarify scope required for DB related to the PA System. Are we to provide layout and rough-in of speakers for PA system with speakers provided as part of Tele/Comm System provided by City Vendor?

46A. The Public Address (PA) system shall originate from the Staff Telephone system as described in Section 6.7.19.

The Design-Builder shall be responsible for:

- Providing conduit pathways, backboxes, and rough-in for ceiling/wall speakers as required to support a building-wide PA system.
- Providing power and cabling infrastructure as required for system functionality.
- Coordinating speaker layout locations during design development.
- Providing installation of speakers and associated mounting hardware.
- Will need to be compatible with existing VOIP system.

The head-end equipment, telephone integration components, and final system programming shall be coordinated with the City's Telecommunication/IT vendor. All infrastructure necessary to support a fully operational PA system shall be included in the base scope of work.

47Q. The Bridging Document Plan shows "Building Support" space of approximately 100 sf. This is not in the Program Space table or Program

Narratives. Please advise if this is required and if so, what is the use of the space.

47A. The "Building Support Room" is intended to accommodate electrical distribution equipment and related infrastructure. The Design-Builder shall determine final layout and equipment requirements in compliance with applicable codes and utility standards.

48Q. Section 5-4.2.1 indicates Limits of Liability for General Liability Insurance with $10 million and $5 million limits. These limits are 5 times the value of limits on recently completed project with City. This is not an issue for Prime Contractor; however, it does impact the cost of work for subcontractors if they also must carry these same limits. Please clarify if these limits apply to just the Prime Contractor or are they also extended to all subcontractors no matter the dollar value or scope of their work.

48A. The Prime Contractor must obtain and abide by the insurance limits noted in 5-4.2 of the Solicitation Document.

49Q. 5-4.2.8 indicates Professional Liability Insurance with $3 million per claim and $3 million aggregate. This is odd relative to the way insurance such as this is typically provided by carriers and procured by Contractors and/or Design Consultants. In a typical scenario, the aggregate is 1.5x or 2x the per claim. For example, $1.5 million per claim with $3 million aggregate or $2 million per claim with $4 million aggregate. Would City consider revising the these limits to match what is commercially available to consultants?

49A. The insurance limits will not be changed as they are standard.

50Q. Please confirm that all existing furnishings and equipment, inclusive of all items attached to the interior of the existing library building are part of the demo scope of work.

50A. All existing furnishings and equipment within the project limits shall be considered part of the demolition scope unless specifically identified to remain or be protected in the Contract Documents. Items attached to the interior of the existing library building that are not identified to remain shall be removed as part of the base scope of work. The Design-

Builder shall coordinate with the City prior to demolition to confirm any items to be salvaged, stored, or relocated.

51Q. Please confirm the entire site will be available for the contractor to start construction without any phasing requirements or delays.

51A. The adjacent annex building will be vacated prior to commencement of demolition and construction activities within that structure. The existing Historic Library building is anticipated to remain operational unless otherwise coordinated. If the Design-Builder determines that full vacating of the existing library building is required concurrently with annex demolition or other construction activities, the Design-Builder shall notify the City as soon as possible during design development so that staff relocation can be coordinated. The Design-Builder shall clearly identify any required full-building shutdowns, temporary closures, or phasing constraints during the design phase to allow adequate planning and public notification.

52Q. Demo sheet AD-1 states to remove and protect existing ***historic*** urns and protect them for reinstallation. Are these attached to the concrete (epoxied or another means) that will prevent removal without destruction? Suggest the City remove, store, and reinstall.

52A. The existing historic urns are to be carefully removed, protected, and reinstalled as indicated on the demolition plans. The Design-Builder shall evaluate the attachment method during preconstruction investigation. Removal shall be performed using appropriate preservation techniques to prevent damage. The City will not separately remove, store, or reinstall the urns. This work shall remain within the Design-Builder's base scope of work. Please be aware there is a time capsule in one of the urns; handle with care.

53Q. Demo sheet AD-1 does not identify the location of keynotes 8, 11, 12, 13, 14 & 15. Please identify those locations.

53A. Demo Sheet AD-1 has been updated and included as page 29 of this Addendum to identify the keynotes. Refer to **Section D, item 2**, page 27 of this Addendum.

54Q. Ref: RFP pg. 13, 5.3.1 states the "The Design-Builders ***shall submit with its Proposal*** a Work Force Report (EOC Form BB05)….and prior to award,

an updated Work Force Report… However, pg. 143, E.2 states, "If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05) within 10 Working Days after receipt by the Bidder to the City for approval as specified in the Notice of Intent to Award letter. Please confirm that submission of EOC Form BB05 is not required at the time of Proposal.

54A. Submission of Form EOC BB05 is required to be submitted with Design-Builder's Proposal. Please see Section 5.3.1 of the Solicitation.

55Q. Ref: RFP pg. 43, 4.1.3 states interior noise levels must be below 45 dba CNEL. Please confirm this does not apply to the existing Historic Library building, as noise mitigation measures would not be consistent with preserving the historic aspect of the existing building.

55A. The requirement to attenuate interior spaces to 45 dB CNEL applies to newly constructed interior spaces exposed to exterior aircraft noise sources, in accordance with SDMC Section 131.1510. For the existing Historic Library building, compliance shall be achieved to the extent feasible and consistent with historic preservation requirements. Any proposed mitigation measures impacting historic fabric shall be coordinated with the City and appropriate preservation authorities.

56Q. Ref: RFP pg. 39, 3.6 states "the library shall be designed and built to be fully functional in every capacity, with requirements exceeding those of the existing San Ysidro Library". This is an exceedingly broad requirement. Please confirm that this RFP itself represents the requirements of that statement.

56A. As stated in Section 3.6, the reference to San Ysidro is intended only as a functional and performance benchmark, not as a prototype or template for design. Accordingly, As-Builts for the San Ysidro Library will not be provided, as proposers are to base their design on the program requirements, performance specifications, site constraints, historic considerations, and budget identified in this RFP. The Design-Builder is responsible for developing an original design that meets or exceeds the functional and performance standards described in the RFP within the stipulated contract price.

57Q. RFP Pg. 38, 3.3.17 scope of work includes "Soils Report". Is the contractor to produce an all-new Soils Report in addition to Spurlock's 02/08/2024 report provided in the RFP? Please clarify the requirement.

57A. The provided Spurlock Soils Report (dated 02/08/2024) is included as a reference document. The Design-Builder shall review the existing report and determine whether supplemental geotechnical investigation or an updated report is required based on final design and building configuration. Any additional geotechnical services necessary to support final design and permitting shall be included in the base scope of work.

58Q. In cases where there are discrepancies between the area or program requirements shown in the Bridging Drawings and those listed in Section 5.7 of the RFP, which document should the Design-Builder follow?

a. For example, the staff workroom is listed in Section 5.7 but does not appear in the Bridging Drawings.

b. Additionally, the offices are shown as 64–74 square feet in the Bridging Drawings, but Section 5.7 lists them as 75–100 square feet.

58A. In the event of discrepancies between Bridging Drawings and Section 5.7 (Program Space Report), the Program Space Report shall govern with respect to square footage allocations and program requirements. The Bridging Drawings are conceptual and intended to illustrate one potential layout approach.

a. The Staff Workroom identified in Section 5.7 is required and shall be included in the Design-Builder's program layout.

b. Office sizes shall generally conform to the ranges identified in Section 5.7. Minor dimensional refinements may occur during design development provided overall program square footage and intent are maintained.

59Q. The Bridging Documents indicate that the scope of work includes regrading around the front of the main entrance of the library at the corner of Santa Monica Avenue and Sunset Cliffs Boulevard to achieve

ADA compliance. Please confirm that this work is to be included in the project scope.

59A. Yes. Regrading at the front main entrance at Santa Monica Avenue and Sunset Cliffs Boulevard to achieve ADA compliance, as indicated in the Bridging Documents, is included in the project scope of work. The Design-Builder shall include all associated grading, hardscape, utility adjustments, and right-of-way coordination required to achieve compliant access.

60Q. Since issuance of the RFP, we have been reviewing the contract documents, technical requirements, and recent clarifications. As design development and technical coordination have progressed, several items require additional evaluation to ensure full compliance with the RFP requirements, including interdisciplinary coordination, constructability review, and integration of design criteria with proposed construction methodologies. Providing a brief time extension would allow us to submit a well-coordinated, responsive proposal that meets the intent of the RFP and supports the City's objectives for the project. Accordingly, we respectfully request that the proposal due date be extended from February 26, 2026, to March 12, 2026. We believe this time extension would enhance proposal quality while maintaining a fair and competitive procurement process.

60A. Yes, we can extend the proposal due date to March 12, 2026. Refer to the cover page and Section A of this Addendum.

61Q. We respectfully request that the requirement to list subcontractors during the initial proposal phase be waived for this design-build project. Requiring early identification of subcontractors limits competition among trade contractors. Allowing the selection of trade contractors through an open bidding process after the plans and specifications are fully developed will promote greater competition, ensure comprehensive outreach to minority contractors, and provide the City with the most qualified trade partners who fully understand the project scope. Please confirm that only MEP trades will be required to be listed during submission turn-in.

61A. Yes, MEP trades will be required but the other trade contractors do not need to be submitted as part of the initial proposal.

62Q. Refer to Geotechnical Evaluation dated February 8, 2024, prepared by Ninyo & Moore; Section 2 – Scope of Services states, "facility will undergo a remodel, including a structural/seismic retrofit". The RFP does not mention a structural/seismic retrofit of the existing structure. The evaluation/review/analysis for seismic retrofit of the existing structure will be beyond the scope of this proposal preparation. Not knowing the magnitude of the required seismic retrofit, it may also be beyond the scope of the published budget. Please confirm that the structural/seismic retrofit of the existing structure is not part of the work scope of this RFP.

62A. The reference in the February 8, 2024 Geotechnical Evaluation (Section 2 – Scope of Services) describing a "structural/seismic retrofit" reflects assumptions made for purposes of that report and does not independently define the scope of work for this Design-Build procurement.

A full voluntary seismic retrofit of the existing Historic Library building is **not** identified as a standalone scope item in this RFP.

However, the Design-Builder shall be responsible for:

- Performing structural evaluation of the existing structure as required to support the proposed design.
- Providing any structural upgrades required to meet applicable codes triggered by the scope of work, change of occupancy (if applicable), or level of alteration.
- Ensuring the final design complies with current CBC requirements and permitting authority requirements.

Any structural modifications necessary to support the new configuration, additions, or required code compliance shall be included within the base scope of work. The City is not directing a separate, independent seismic retrofit beyond what is required to achieve code compliance for the project scope as defined in the RFP.

63Q. Section 6.7.4.10 indicates to provide two (2) vehicle charging stations served from car charging panelboard. The RFP references EV charging system by City EV Contractor. (See 3.3.22) Please confirm the two charging stations indicated are for the Public EV Charging and will be provided by City EV Contractor. Additionally, please confirm we are to

provide conduit only for the EV charging system and that all other equipment necessary, including electrical gear, chargers, meter, etc. will be by City EV Contractor. Please confirm EV Charging System will have its own SDG&E Service and therefore, will not be required to be included in the Net Zero Operation of the Library.

63A. The two (2) vehicle charging stations identified in Section 6.7.4.10 are intended for **public EV charging**. The EV charging equipment (including chargers, associated electrical gear, metering, networking components, and commissioning) will be provided by the City's EV Contractor, as referenced in Section 3.3.22.

The Design-Builder shall be responsible for:

- Providing conduit pathways to the EV charging locations.
- Providing required stub-ups and coordination for installation.
- Providing structural coordination as required.
- Coordinating utility routing and site layout.

All EV charging equipment and final installation will be performed by the City's EV Contractor.

The EV Charging System will have its own SDG&E service and will not be required to be included in the Net Zero Operation of the Library building.

64Q. It is not clear if this facility is to have vehicle charging stations for City Owned Fleet Vehicles. Please advise if City-Owned Fleet Vehicle Charging Stations are required for OB Library project.

A64. City-Owned Fleet Vehicle Charging Stations are **not required** for the Ocean Beach Library project.

C. CHANGES TO THE REQUEST FOR PROPOSALS

1. To Item **5, ESTIMATED PROJECT COST**, page 7, **DELETE** in its entirety and **SUBSTITUTE** with the following:

   5. ESTIMATED PROJECT COST: The City's estimated cost for this project is **$11,300,000.00**.

2. To Item **8, CONTRACT PERIOD**, page 8, **DELETE** in its entirety and

SUBSTITUTE with the following:

8. **CONTRACT PERIOD:** The Contract Time for completion of the Work is **Six Hundred Forty-Four (644) Working Days**. Contract Time shall commence on the date of the Notice to Proceed (NTP). The Contract Time includes **One Hundred Twenty (120) Calendar Days for the Plant Establishment Period**, which shall begin upon acceptance of installation of the vegetation in accordance with Section 801-6, *Maintenance and Plant section d*

   Establishment, and **Fifty-Two (52) Working Days for Punchlist completion,** and **Ten (10) Working Days for Final Walk-through and verification of completed Work**. All Work, including Plant Establishment, Punchlist items, Final Walk-through, and submission and approval of all required closeout documentation, shall be completed within the Contract Time.

D. ATTACHMENTS

1. To **ATTACHMENT A**, **PROJECT DESCRIPTION, SCOPE OF WORK, AND PERFORMANCE SPECIFICATIONS**, Item **4.0, DESIGN GUIDELINES AND SUBMITTAL REQUIREMENTS**, Subitem **4.3**, **Project Schedule,** page 40, **DELETE** in its entirety and **SUBSTITUTE** with the following:

   4.3 Project Schedule

   4.3.1 The project schedule is to have the Library completed and ready for public use by December 2028.

2. To **ATTACHMENT A**, **PROJECT DESCRIPTION, SCOPE OF WORK, AND PERFORMANCE SPECIFICATIONS**, in link of Item **8, Bridging Documents**, page 102, item "1. Bridging Drawings", sheet AD-1, **DELETE** in its entirety and **REPLACE** with updated Sheet AD-1, page 29 of this Addendum.

3. To **ATTACHMENT A**, **PROJECT DESCRIPTION, SCOPE OF WORK, AND PERFORMANCE SPECIFICATIONS**, Item **8, Bridging Documents**, page 102, refer to the link below, Addendum 1 folder for additional documents:

https://ecpfiles.sandiego.gov/CIP_Contracts/K-26-2391-DB2-3/Addendum%201.zip

4. To **ATTACHMENT E**, **SUPPLEMENTARY SPECIAL PROVISIONS, SECTION 7 – MEASUREMENT AND PAYMENT,** page 195, Subsection **7-3.1, General, item 5, DELETE** in its entirety and **SUBSTITUTE** with the following:

    5. The Allowance Bid items for "**Non-Fixed Furniture (EOC Type I)**" for Ocean Beach Library Improvements shall include non-fixed furniture, non-fixed fixtures, non-fixed furnishings, and bookshelves as specified in the Plans, Contract Documents, and Technical Specifications. This allowance bid item shall not include associated delivery and labor of installation; associated delivery and labor of installation shall be included in Lump Sum Bid item "**Demolition and Construction Services**"

5. To **ATTACHMENT G**, **EVALUATION AND SECTION CRITERIA**, Item **4, Technical Approach and Design Concept (27 Points Max)**, Subitem **4.1.10**., **LEED and ZEMBOP Compliance**, page 284, **DELETE** in its entirety and **SUBSTITUTE** with the following:

    4.1.10. LEED and ZEMBOP Compliance – Describe the Design-Builder's plan to meet the requirements for LEED Silver Certification and compliance with ZEMBOP requirements, including proposed strategies, systems, and materials to achieve these standards.

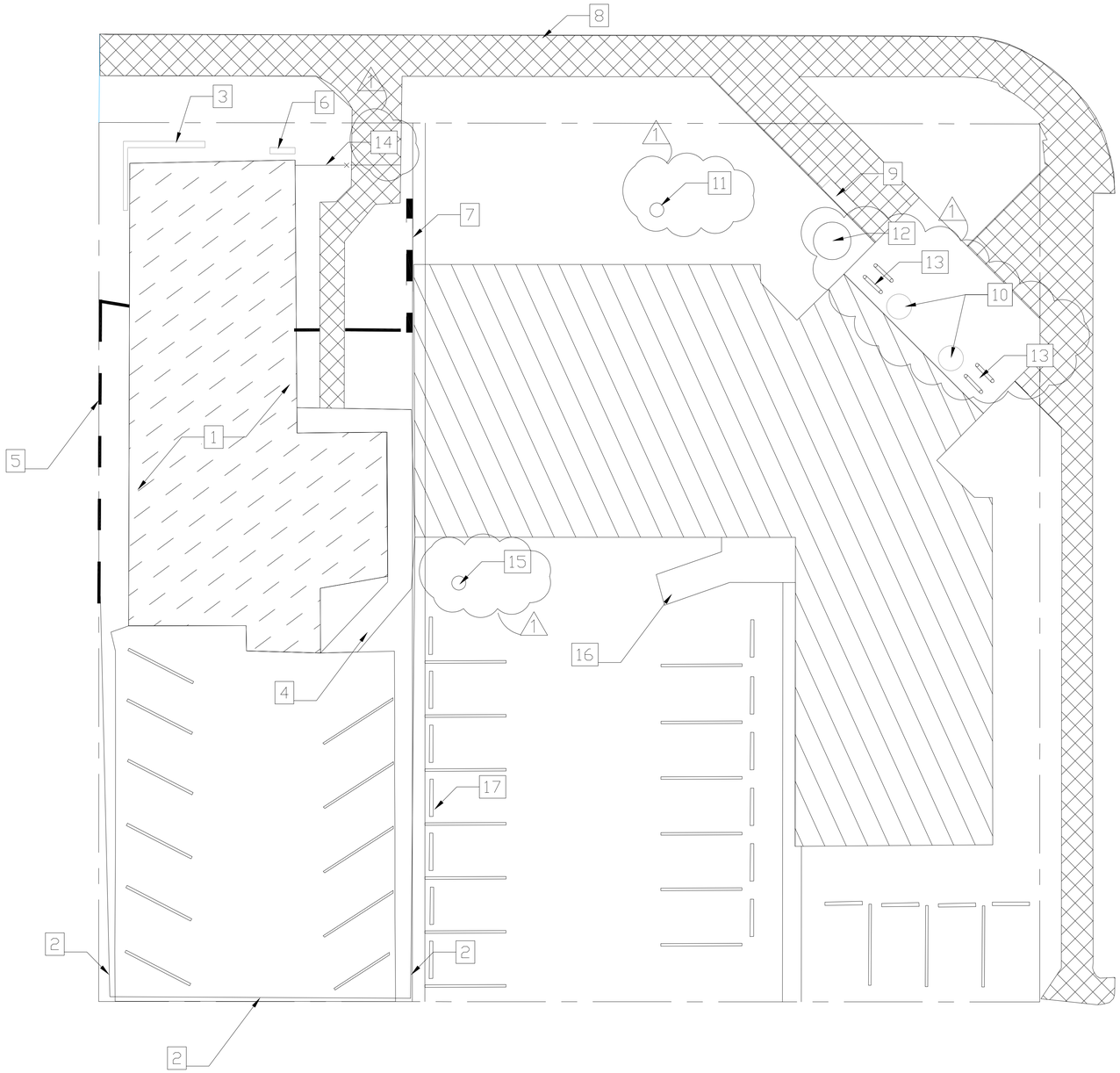
E. EXCEL PRICE PROPOSAL SHEET

1. To the PlanetBids "Documents Tab", to the "**Excel Price Proposal Sheet**" **DELETE** in its entirety and **REPLACE** with the file **"EXCEL PRICE PROPOSAL SHEET**" issued **February 20, 2026**.

Elif E. Cetin, Director
Engineering & Capital Projects Department

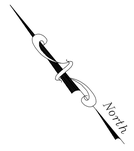
Dated: *February 20, 2026*
San Diego, California

EEC/MA/yk



01 DEMOLITION SITE PLAN

SCALE: 1"=10'



KEYNOTES

1. DEMO (E) 2-STORY 4,774 SF STUCCO BUILDING
2. DEMO (E) 8' METAL FENCING AND GATE
3. DEMO (E) 8' STONE WALL
4. DEMO (E) EXTERIOR STAIR AND ASSOCIATED WALL.
5. DEMO (E) 6' CMU WALL AND PROTECT ADJACENT POST OFFICE PROPERTY.
6. DEMO (E) DIRECTORY SIGNAGE
7. DEMO (E) SECURITY FENCE ON ROOF OF EXISTING LIBRARY
8. DEMO (E) SIDEWALK (PRESERVE ANY SIDEWALK STAMPS PER HISTORIC REQUIREMENTS)
9. REMOVE EXISTING BENCH AND PROTECT FOR REINSTALLATION.
10. REMOVE (E) URNS AND PROTECT FOR REINSTALLATION.
11. PROTECT IN PLACE (E) TREE.
12. REMOVE (E) WASTE RECEPTACLE AND PROTECT FOR FUTURE INSTALLATION.
13. REMOVE (E) BIKE RACKS
14. DEMO (E) 8' SECURITY FENCE AND ROLLING GATE
15. REMOVE (E) TREE
16. DEMOLISH (E) REAR ENTRY SIDEWALK, GUARDRAILS AND OVERHANG.
17. REMOVE (E) PARKING CURBS AND SALVAGE FOR INSTALLATION..

WARNING

0 1/2 1

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

PLANS FOR THE CONSTRUCTION OF OCEAN BEACH BRANCH LIBRARY

CONSULTANT

SPEC. NO

CITY OF SAN DIEGO
ENGINEERING & CAPITAL PROJECTS DEPARTMENT
SHEET 7 OF 13 SHEETS

WBS NO.

APPROVED:

ENGINEER OF WORK AND FOR CITY ENGINEER — DATE

PRINT EOW / DCE — RCE#

SUBMITTED BY:
SHANNON STOKS
PROJECT MANAGER

CHECKED BY:
CHRISTIAN RUVALCABA
PROJECT ENGINEER

DESCRIPTION	BY	COMMENTS	DATE	FILMED
CDP/MND	CR		12/20/22	
REVISIONS	SS/CR		8/18/23	
ADDENDUM 1	SS	ADDED MISSING KEYNOTES	2/12/26	

CCS27 COORDINATES

CCS83 COORDINATES

DRAWING NO. AD-1

XXXX-XX-D

CONTRACTOR

INSPECTOR

NTP DATE

NOC DATE

City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491

ADDENDUM 2

PROPOSAL DOCUMENTS

e - Bidding

FOR

OCEAN BEACH BRANCH LIBRARY

RFQ No.:	**K-25-2391-DB2-3**
RFP NO.:	**K-26-2391-DB2-3**
SAP NO. (WBS/IO/CC):	**S-20015**
CLIENT DEPARTMENT:	**1713**
COUNCIL DISTRICT:	**2**
PROJECT TYPE:	**BD**
EDI CPF NO.:	**B-23-CP-CA-0196 / 1000843-2023**
STATE GRANT NO.:	**TSG-22-15 / 1000790-2023**

PROPOSALS DUE:

2:00 PM
MARCH 12, 2026

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS
http://www.sandiego.gov/cip/bidopps/

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER's QUESTIONS

Q1. Attachment E, Section 7 – Measurement & Payment, Subsection 7-3.1, Item #5 indicates Allowance for Non-Fixed Furniture. This subsection indicates "This allowance bid item shall not include associated delivery and labor of installations; associated delivery and labor of installation shall be included in Lump Sum Bid item "Demolition and Construction Services". This would require the DBE to try and put together labor for yet to be determined quantity and type Non-Fixed Furniture. We need to be able to quantify the furniture items to be able to provide a reasonable delivery and installation price. Since the list of Non-Fixed Furniture has not been finalized, we respectfully request City revise this Allowance to include cost of delivery and labor for installation as these values cannot be determined until the furniture selection list is finalized with City.

A1. Attachment E, Section 7 – Measurement & Payment, Subsection 7-3.1, Item #5 establishes that the Allowance for Non-Fixed Furniture covers procurement of the furniture items only, and that associated delivery and labor for installation shall be included in the Lump Sum Bid item "Demolition and Construction Services." This structure will remain unchanged.

The Design-Builder shall include reasonable delivery, handling, staging, assembly, and installation costs for non-fixed furniture within the Lump Sum price based on the program requirements identified in the RFP and industry-standard quantities typical for a public branch library of this size.

Final furniture selections may vary; however, the allowance mechanism is intended to address procurement cost variability, not installation labor. The City will not revise the allowance to include delivery or installation labor.

The Design-Builder remains responsible for providing complete installation of all non-fixed furniture necessary to deliver a fully functional facility within the stipulated contract price.

Q2. We asked about the Smart-Chute 300 listed in RFP. Q&A#29 in Addendum 1 indicates "Library's preferred vendor for automated material handling systems (AMH) is Lyngsoe." We understand City Library likes Lyngsoe. They do not make "Smart-Chute 300" noted in RFP. Q&A#30 in Addendum #1 indicates Book Drop is part of Lump Sum Price and not included in FF&E Allowance. Therefore, we need to understand specific product that City Library folks want so we can budget the work accordingly for inclusion in Lump Sum price. Please clarify if Lyngsoe Library Mate 2100 is acceptable product for the Book Drop on this project.

A2. The Lyngsoe Library Mate 2100 is the acceptable product for the book drop.

Q3. This is follow-up to the potential PPA as noted in RFP and Q&A #42 in Addendum #1. It appears the City can take up until building permit approval to determine if City wants to enter into Agreement with third-party for PV and BESS System in lieu of PV System. However, the 4th bullet point indicates "The PV and BESS system must meet ZEMBOP and be fully permitted as part of the facility." Is City indicating that the 3rd-Party PV & BESS System would be included in the same permit as the work to be done by DBE? If this is the case, there are two issues of concern. If City does not make decision to utilize 3rd-Party until we have building permit, adding that work to the building permit would delay the project. Secondly, the 3rd-Party would have a direct agreement with City for their work and should not be included in permit for work under DBE Contract. If City elects to enter into an Agreement with 3rd-Party for PV and BESS, that system should have its own permit with DBE only coordinating with them for design of raceways necessary for them to install their system upon completion of our work. Please confirm City does not anticipate this 3rd Party work being part of our permit or being completed under DB Agreement with City.

A3. Section 6.7.14 establishes that the base scope of work includes a grid-connected PV system sized for net-zero annual building energy consumption. Battery Energy Storage Systems (BESS) are not included in the base bid.

In the Deductive Alternative for the Power Purchase Agreement (PPA), the City may elect, prior to building permit issuance, to enter into a third-party PPA for delivery of a PV and BESS system.

If the City elects to execute the PPA:

- A deductive credit will be applied to the Design-Builder's contract.
- The selected Licensee will contract directly with the City.
- The Licensee will provide upfront funding, installation, monitoring, and long-term maintenance.
- The third-party provider will obtain its own permits for the PV and BESS system.
- The PV and BESS system will **not** be constructed under the Design-Builder's building permit.

The prior reference that the PV and BESS system must "be fully permitted as part of the facility" is intended to require that the system comply with applicable codes, ZEMBOP requirements, and utility coordination for the overall project, **not** that it be included under the Design-Builder's permit.

If the City does not execute the PPA, the Design-Builder shall install the PV system only (without battery storage) under the base scope.

The Design-Builder shall:

- Design the base building electrical infrastructure to support the base PV system; and
- Design the building to accommodate integration of a future third-party PV and BESS system if the PPA alternative is exercised, including required raceways, structural coordination, and interconnection provisions.

The City's decision regarding the PPA alternative will be made prior to building permit issuance to avoid impacts to the Design-Builder's permitting process.

The Guaranteed Maximum Price shall include the base PV system only. BESS are excluded from the GMP and will be provided solely under the third-party PPA if exercised by the City.

Q4. Attached is a photo of existing CMU wall that is on the property line between office building and demo. Note 5 on AD-1 of the Bridging Documents indicates to remove this wall. Upon review of the as-built information provided in the RFP, there is no information on that wall. Can City please advise when that wall was constructed and provide information for that wall so we know the effort necessary to remove the wall?

A4. The City has no additional record information for the referenced wall beyond the Bridging Documents and available as-builts; construction details are unknown. Proposers shall base their bid on their own assessment of existing conditions and include all work necessary to fully remove the wall as indicated on Sheet AD-1, including but not limited to demolition, disposal, temporary support, and protection of adjacent

improvements. This direction is issued to maintain a consistent bidding basis among all proposers.

Q5. Addendum 01, RFI 39, states that fire sprinklers will be required in the original structure. Installing sprinklers would require significant removal and reconstruction of historical ceilings, which was not anticipated by the Ocean Beach Historical Society or the City of San Diego. Budget constraints are also a concern. Given the building's historical significance and the high costs involved, we're requesting consideration for a variance to waive the sprinkler system requirement for the existing structure.

A5. Based on initial assessment and extent of the expansion: Fire sprinklers are deemed necessary. If the Design-Builder as responsible in charge, believes that it is not warranted and a wavier or approval through DSD permit process can be achieved and this meets the Design standard of care; they can exclude this from their scope.

Q6. Addendum 01, RFI 51, notes that "the existing library is anticipated to remain operational unless otherwise coordinated." To ensure the project runs smoothly and safely, we will need access to the entire property—including the existing library—immediately upon issuance of the NTP. This is important due to the restrictive site constraints and to accommodate laydown and staging areas, equipment, demolition operations, debris, waste, and hazards associated with demo and construction activities. Please provide the entire property upon issuance of the NTP. The City will provide full site access to the entire property, including the existing library building, upon issuance of the Notice to Proceed (NTP).

A6. The existing library operations will be relocated or otherwise vacated prior to commencement of construction activities to allow the Design-Builder unrestricted access for staging, demolition, laydown, equipment, and construction operations. To facilitate proper coordination and preparation of staff relocation, the Design-Builder shall provide a preliminary schedule of work identifying anticipated dates for mobilization, demolition, and commencement of major construction activities. This schedule shall be submitted sufficiently in advance of NTP to allow the City adequate time to coordinate operational transition.

The Design-Builder shall continue to coordinate with the City during preconstruction to ensure an orderly and safe turnover of the site.

Q7. The program space report designates 70 SF for "Secure Storage." RFI 35 clarifies that "Secure Storage" is not included in the Adult Collection total area. The Bridging documents show a room connecting to the Teen Room, to which RFI 38 clarifies that a dedicated, enclosed Teen Storage room is not required. RFI 38 also states that Storage needs for the Teen Room may be accommodated within the Teen Room allocation or through adjacent *shared* storage, as appropriate.

Please describe the function of the "Secure Storage as it relates to Adult or Teen Collections, as it does not appear to be mentioned in the Program Narrative. Please clarify whether a 70 SF Secure Storage room is required in addition to the 1,300 SF Adult Collection and 350 SF Teen Room allocations, or if the 70 SF secure storage is intended to be captured within the 350 SF Teen Room and may be *shared* between the Teen Room and Adult Collection.

A7. The 70 SF Secure Storage is intended to accommodate secure storage of the Maker's Cart and associated equipment, which includes valuable tools requiring lockable storage when not in use.

This Secure Storage represents a functional requirement and may be accommodated within the overall programmed building area. It does not represent an additive program area beyond the established square footage allocations.

Q8. RFI 27 clarifies 24 total computer workstations, stating that 20 are public workstations. 5.6.3.3 requires 2 self-checkout stations. 5.6.1.2 Friends of the Library bookstore requires a minimum of 1 computer workstation. 5.6.5 Children's Area requires 10 computers and 2 AWE early-literacy stations. 5.6.9.3 Teen space requires 4 computers. 5.6.3.2 does not mention computer workstations for the Customer Service area. Please clarify the intended total number of computer workstations with a breakdown of their intended use (Adults, Children, Teens, Staff, & Check-out).

A8. The Design-Builder shall coordinate the final layout and exact workstation locations with Library staff during design development.

The total intended number of computer workstations for the facility is **39**, allocated as follows:

Adult Area

- 20 public computers (located within the common area and along perimeter walls)

Children's Area (Area #10)

- 4 children's computers• 2 AWE early-literacy stations

Teen Area

- 4 computers within the Teen Room

Staff Areas

- 5 staff computers total:
  - 1 in the Branch Manager's Office
  - 1 for the Youth Services Librarian (Children's Area)
  - 3 in the Staff Work Area

Public Service & Operations

- 2 self-checkout stations
- 3 computers at the Circulation/Reception Desk
- 1 computer in the Friends of the Library Bookstore

Total: 39 computer workstations

The Design-Builder shall include all infrastructure, power, data, and furniture coordination necessary to support the above quantities within the stipulated contract price.

C. ADDENDUM

1. To **ADDENDUM 1, Cover page, DELETE** in its entirety and **SUBSTITUTE** with page 10 of this Addendum.

2. To ADDENDUM 1, Section **B. BIDDER's QUESTIONS, A27,** page 11, **DELETE** in its entirety.

Elif E. Cetin, Director
Engineering & Capital Projects Department

Dated: *March 4, 2026*
San Diego, California

EEC/MA/yk

City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491

ADDENDUM 1

PROPOSAL DOCUMENTS

e - Bidding

FOR

OCEAN BEACH BRANCH LIBRARY

RFQ No.:	**K-25-2391-DB2-3**
RFP NO.:	**K-26-2391-DB2-3**
SAP NO. (WBS/IO/CC):	**S-20015**
CLIENT DEPARTMENT:	**1713**
COUNCIL DISTRICT:	**2**
PROJECT TYPE:	**BD**
EDI CPF NO.:	**B-23-CP-CA-0196 / 1000843-2023**
STATE GRANT NO.:	**TSG-22-15 / 1000790-2023**

PROPOSALS DUE:

2:00 PM
MARCH 12, 2026

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS
http://www.sandiego.gov/cip/bidopps/

City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491

ADDENDUM 3

PROPOSAL DOCUMENTS

e - Bidding

FOR

OCEAN BEACH BRANCH LIBRARY

RFQ No.:	**K-25-2391-DB2-3**
RFP NO.:	**K-26-2391-DB2-3**
SAP NO. (WBS/IO/CC):	**S-20015**
CLIENT DEPARTMENT:	**1713**
COUNCIL DISTRICT:	**2**
PROJECT TYPE:	**BD**
EDI CPF NO.:	**B-23-CP-CA-0196 / 1000843-2023**
STATE GRANT NO.:	**TSG-22-15 / 1000790-2023**

PROPOSALS DUE:

2:00 PM
MARCH 26, 2026

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS
http://www.sandiego.gov/cip/bidopps/

DEPUTY CITY ENGINEER

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

For City Engineer	Date	Seal:

03/09/26

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. BIDDER's QUESTIONS

Q1. EC Constructors received and reviewed Addendum #2. We are somewhat confused by Q&A #3 response. This is a response related to total intended number of workstations. A8 indicates 1 computer workstation for the Youth Services Librarian (Children's Area) under Staff Areas. A8 also indicates 3 computers in Staff Work Area and Manager's Office. The three (3) workstations in Staff Area and Manager's Office are covered in 5.6.4 of the RFP and space allocation table. However, the Youth Services Librarian (Children's Area) is not mentioned in the program narrative or space allocation. Is City adding another work station in the "Staff Area" which would increase the space necessary for Staff Area or is the Youth Services Librarian (Children's Area) to be located at the Reception Desk near the Children's Area? Please provide clarification on this so we can coordinate building layout and infrastructure as necessary to accommodate this added staff member.

Additionally, we respectfully request to be provided an additional time from when the response to this request if provided. This is a very tight building and site and we need to understand the full program to coordinate with design team, consultants, & subcontractors to properly budget the project. We need at least two weeks from clarification of above to complete the proposal and budgeting.

A1. The Youth Services Librarian workstation referenced in Addendum #2 is intended to support staff operations within or adjacent to the Children's Area to facilitate programming and supervision of that space. This position does not represent the addition of a new dedicated office beyond what is already contemplated in the program.

The Youth Services Librarian workstation may be accommodated within the Children's Area or within an adjacent staff-support location as

determined by the Design-Builder's proposed layout. The early concept plan attached (refer to Section C, item 1 of this Addendum) illustrates one potential arrangement for reference; however, the Design-Builder may adjust the layout as necessary provided the programmatic requirements are met and overall functionality of the library is maintained.

Regarding the request for additional proposal preparation time, the City will allow a two-week extension from the issuance of this clarification to allow the Design-Build teams sufficient time to coordinate their building layout, infrastructure, and cost estimates.

C. CLARIFICATIONS

1. For an early concept floor plan, see page 6 of this Addendum.

D. CHANGES TO THE REQUEST FOR PROPOSALS

1. To ATTACHMENTS, ATTACHMENT G, EVALUATION AND SELECTION CRITERIA, Item 8, Sub Items **8.2 AND 8.3**, PAGE 286, **DELETE** in their entirety and **SUBSTITUTE** with the following:

   8.2. A maximum of 60 points will be assigned for the Contract Price as proposed. The lowest total Contract Price of all the Proposals that meet the requirements of this RFP will receive the maximum assigned points to this category. The other Price Proposals will be scored based on how much higher their total Contract Prices compare to the lowest:

$$\left(1- \frac{(\text{Contract Price-Lowest Contract Price})}{(\text{Lowest Contract Price})}\right) \times \text{Max Pts} = \text{Pts Rcvd}$$

   8.3. A maximum of 40 points will be assigned for the qualitative criteria described in the RFP. All Proposals shall receive scores based on 40 times the average of the composite ratings provided by the Panel.

E. ADDENDUM

1. To ADDENDUM 1, Section B, BIDDER's QUESTIONS, **Q41** and **A41,** page 16, **DELETE** in its entirety and **SUBSTITUTE** with the following:

   Q41. Section 6.7.4.17 indicates MC cable shall not be permissible. While MC Cable should not be utilized for home runs, it is a very

cost effective and code compliant way to distribute power to light fixtures and between receptacles within the facility. We respectfully request City consider allowing the use of MC Cable between power outlets and between light fixtures to help meet budget constraints.

A41. All home-run feeders originating from panels, panelboards, switchboards, load centers, disconnects, VFDs, and similar equipment are required to be installed in conduit. From the junction box, branch circuits can change to MC cable. The Design-Builder remains responsible for delivering a durable and maintainable electrical system appropriate for a public facility within the stipulated contract price.

2. To ADDENDUM 1, Section C, CHANGES TO THE REQUEST FOR PROPOSALS, **Item 1**, Page 26, **DELETE** in its entirety and **SUBSTITUTE** with the following:

    1. To Item **5, ESTIMATED PROJECT COST**, page 7, **DELETE** in its entirety and **SUBSTITUTE** with the following:

        5. ESTIMATED PROJECT COST: The City's estimated cost for this project is **$10,150,000.00**.

F. DB RFP PROPOSAL FORM

1. To the PlanetBids "Documents Tab", to the "**Excel Price Proposal Sheet – Addendum 1**" **DELETE** in its entirety and **REPLACE** with the file **"EXCEL PRICE PROPOSAL SHEET**" issued **March 10, 2026**.

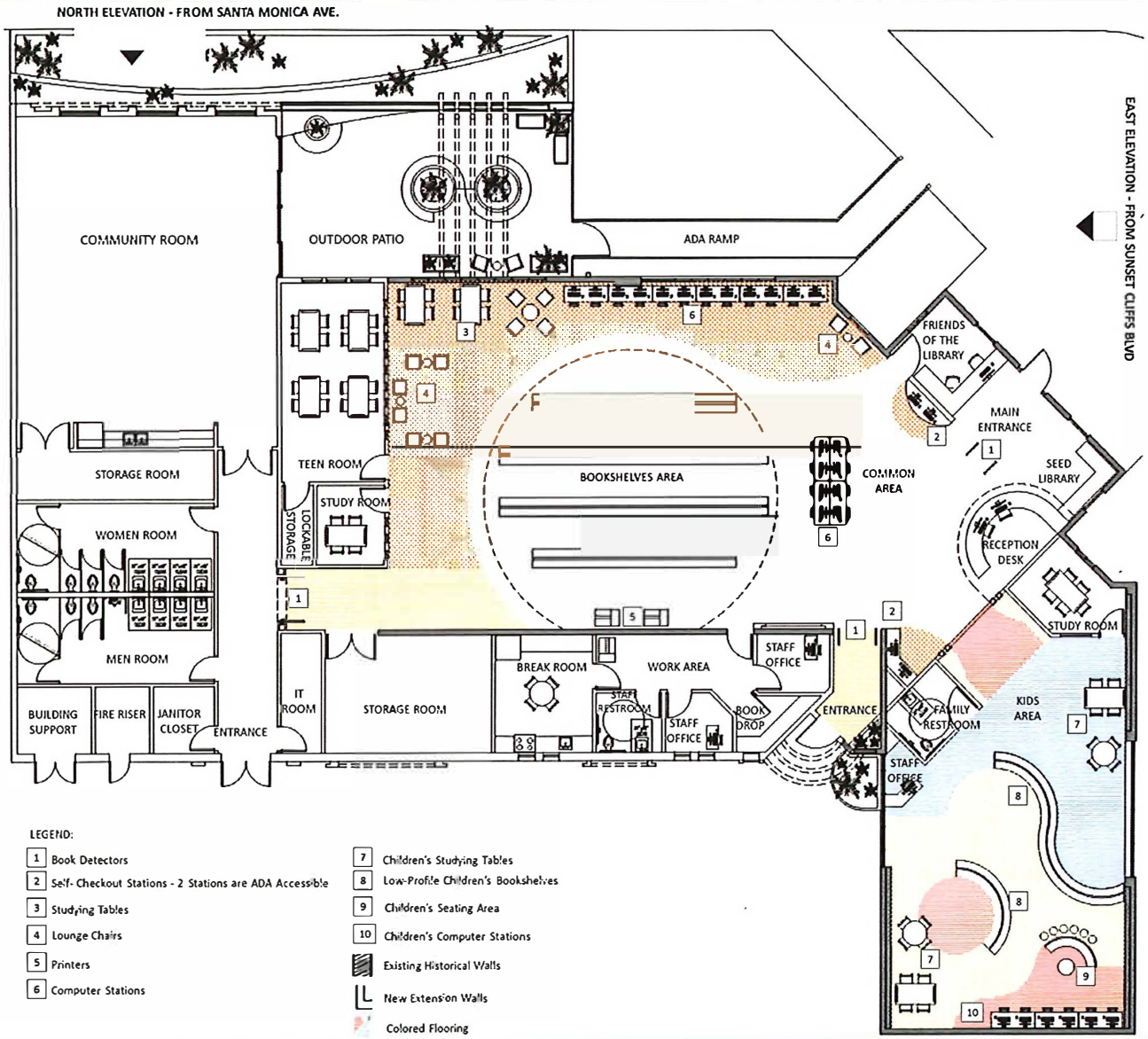
Elif E. Cetin, Director
Engineering & Capital Projects Department

Dated: *March 10, 2026*

San Diego, California

EEC/MA/yk/kv

Floor Plan



Proposed Floor Plan

- The OB Library is located next to the ocean and the design is inspired by ocean waves- the curved lines in the flooring, ceiling, lighting and furniture. The Kid's space within the Library is meant to reflect the dynamic of the ocean while giving a playful aspect of the kids, with a low-profile colored furniture that doesn't abstract view and allow for supervision.
- The kid's area includes a study room, staff desk and family restroom which are all located close to the main entrance while the computer terminals are located toward the backwall. Supervision/ monitoring is possible by library staff members working at the Front Desk or the office inside the kid's zone.
- The common area is designed with curved lines to connect with the kid's area, as shown in the reflected ceiling and lighting. Bookshelves will be in the center of the common area with varying lengths to complement the ceiling/lighting design and to allow separation for quiet space the computer, study and reading areas.
- The staff area is separated from public access. It includes a breakroom, offices, book drop and restroom.

*The patio shown here is part of one of the options you will see on the other boards. All options for the Courtyard area consider shade and seating options.

City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491

ADDENDUM 4

PROPOSAL DOCUMENTS

e - Bidding

FOR

OCEAN BEACH BRANCH LIBRARY

RFQ No.:	**K-25-2391-DB2-3**
RFP NO.:	**K-26-2391-DB2-3**
SAP NO. (WBS/IO/CC):	**S-20015**
CLIENT DEPARTMENT:	**1713**
COUNCIL DISTRICT:	**2**
PROJECT TYPE:	**BD**
EDI CPF NO.:	**B-23-CP-CA-0196 / 1000843-2023**
STATE GRANT NO.:	**TSG-22-15 / 1000790-2023**

PROPOSALS DUE:

2:00 PM
MARCH 26, 2026

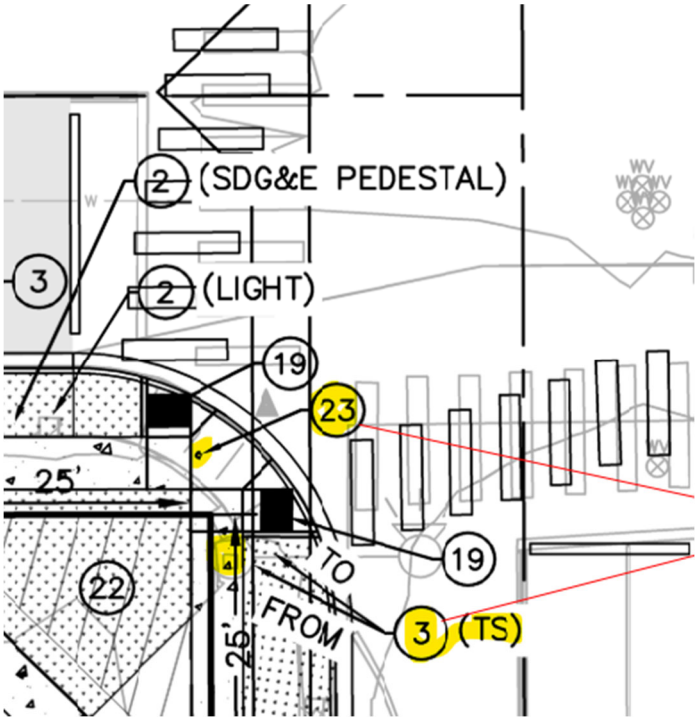
CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS
http://www.sandiego.gov/cip/bidopps/

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER's QUESTIONS

Q1. One more item we came across in the Bridging Documents as we work to understand the full scope included in the project. Sheet C-1 of the Bridging Documents includes Note 3 with (TS) in parenthesis near the existing intersection. We have included image from the plan sheet below. We have also included a picture of existing condition. Can you please clarify if City desires to have the Traffic Signal Pole relocated or if the (TS) refers to Traffic Sign that is also near this area. It is not clear what (TS) is referring to and the cost for the different items is significant. Please advise so we cover the expected work properly.



A1. Relocate the traffic signal pole.

Q2. With full disclosure to City, we advised City PM Team that the budget for this project was very tight at the $11.7 million original estimate. The reduction to $11.3 million in Addendum 1 was manageable. However, the reduction now to $10,150,000 including all the allowances on the bid form is likely not possible with the current program. Can City please clarify if the $828,899.80 in Total Allowance funds are considered to be a part of the reduced estimate of $10,150,000 in Addendum 3?

Also, can City revise Item 9 to $348,860 rather than $348,859.80. Seems odd to have the $0.80 in that line item.

A2. The revised construction budget reflected in Addendum #3 corrects a spreadsheet error identified in the original budget calculations where certain design and construction costs were inadvertently double counted. The revised value reflects the corrected budget and does not represent a reduction in project scope.

The Total Allowances of $828,899.80 are included within the $10,150,000 construction budget identified in Addendum #3 and are not in addition to that amount.

Regarding Bid Item 9, the value will be rounded to $348,860 for consistency in the bid form. See Section D, item 1, of this Addendum.

The Design-Builder remains responsible for providing a complete project that meets the program and performance requirements of the RFP within the stipulated contract price."

Q3. With the proposal due date now extended to March 26, 2026 (previously February 26, 2026), will the remainder of the Selection and Award Schedule—namely, Presentations and Interviews in March, Selection and Notification in April, and Limited NTP in May—still take place in their originally scheduled months, or will these milestones be rescheduled? The timing of these activities will affect the start date for the 644 Workday period, as it is tied to the Selection date.

A3. All milestone dates will be pushed 1 month; Presentations and Interviews in April, Selection and Notification in May, and Limited NTP in June. See Section C, item 1, of this Addendum.

Q4. Could you please confirm the funding for this project and identify the source(s) of the funds?

A4. Funding for the Ocean Beach Branch Library Expansion project is anticipated to be provided through a combination of federal grant funding, state grant funding, City of San Diego Capital Improvement Program (CIP) funds, and private philanthropic contributions. The project includes $4,000,000 in federal funding through the U.S. Department of Housing and Urban Development Community Project Funding program and $4,500,000 in grant funding through the California State Library Targeted State Grant program. In addition, the project includes a $3,000,000 private donation secured through the San Diego Public Library Foundation to support the expansion project.

Q5. Could you clarify the scope of FF&E installation, specifically regarding the bookcases and furniture? Please confirm whether the scope includes removal, offsite storage, transportation, and reinstallation, or will this be performed by City forces?

A5. The Contractor's FF&E scope shall include the procurement, delivery, and installation of new furniture and equipment identified in the contract documents.

Removal, offsite storage, transportation, and reinstallation of existing bookcases and furniture will be performed by City forces unless otherwise indicated in the Contract Documents. The Contractor shall coordinate with the City regarding access and scheduling for these activities.

Q6. Per Addendum 1, RFI 58, we understand that the square footage requirements listed in the Program Space Report take precedence over the square footages shown in the schematic study drawings. Please confirm that the Program Space Report still governs over the areas shown in the latest Addendum 3 Early Concept Floor Plan.

A6. Yes. As stated in Addendum 1 (RFI 58), the square footage requirements identified in the Program Space Report govern. The Early Concept Floor Plan included in Addendum 3 is provided for reference and to illustrate potential spatial relationships only. Proposers shall base their designs on the program areas identified in the Program Space Report.

Q7. There is some confusion regarding the room labeled "Storage Room" in the staff area of the latest Addendum 3 Early Concept Floor Plan. Its size appears to correspond with the Staff Workroom (300 SF) identified in the Program Space Report. Please confirm whether the Storage Room shown on the plan is intended to represent the Staff Workroom in the Program Space Report. Additionally, the plan shows a space labeled "Work Area," matching closely with the description of 5.6.4.2 "Workroom," but measures approximately 130 SF (half the size required per the Program Space Report). Is this space intended to be the Staff Workroom? If so, please clarify the size of the space, as well as the size and function of the space labeled "Storage Room."

A7. The Program Space Report governs the required program spaces and associated square footages.

The space labeled "Storage Room" on the Addendum 3 Early Concept Floor Plan is intended to represent the **Staff Workroom** identified in the Program Space Report (300 SF).

The space labeled "Work Area" on the Early Concept Floor Plan is intended to represent a **staff support/work area associated with the staff workroom**, but it is diagrammatic only and does not represent a separate programmed space.

Proposers shall provide a Staff Workroom consistent with the requirements and square footage identified in the Program Space Report. The Early Concept Floor Plan is provided for illustrative purposes only and does not establish final room sizes or layouts.

Q8. Addendum 1, RFI 36 indicates that two (2) study rooms are required within the adult area. However, the Addendum 3 Early Concept Floor Plan shows only one enclosed study room, along with several open study tables that are not within enclosed rooms. Please clarify whether the requirement is for one (1) or two (2) enclosed study rooms in the adult area.

A8. Two (2) enclosed study rooms are required within the Adult Area, consistent with the requirements identified in Addendum 1 (RFI 36).

The Early Concept Floor Plan included in Addendum 3 is provided for illustrative purposes only and does not represent the final layout or the complete number of required spaces. Proposers shall incorporate two (2) enclosed study rooms within the Adult Area consistent with the program requirements.

C. CHANGES TO THE REQUEST FOR PROPOSALS

1. To Request for Proposal, **Item 11**, **SELECTION AND AWARD SCHEDULE**, page 9, **DELETE** in its entirety and **SUBSTITUTE** with the following:

11. SELECTION AND AWARD SCHEDULE:

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

11.2.	Pre-Proposal Meeting	**FEBRUARY 5, 2026 at 10 AM**
11.3.	Pre-Proposal Site Visit	**FEBRUARY 5, 2026 at 2:00 PM**
11.4.	Proposal Due Date	**MARCH 26, 2026 at 2:00 PM**

11.5.	Presentations or Interviews	**APRIL, 2026**
11.6.	Selection and Notification	**MAY, 2026**
11.7.	Limited Notice to Proceed	**JUNE, 2026**

D. DB RFP PROPOSAL FORM

1. To the PlanetBids "Documents Tab", to the "**Excel Price Proposal Sheet – Addendum 3**" **DELETE** in its entirety and **REPLACE** with the file "**Excel Price Proposal Sheet - Addendum 4**" issued March 17, 2026.

Elif E. Cetin, Director
Engineering & Capital Projects Department

Dated: *March 17, 2026*
San Diego, California

EEC/MA/kv

City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491

ADDENDUM 5

PROPOSAL DOCUMENTS

e - Bidding

FOR

OCEAN BEACH BRANCH LIBRARY

RFQ No.:	**K-25-2391-DB2-3**
RFP NO.:	**K-26-2391-DB2-3**
SAP NO. (WBS/IO/CC):	**S-20015**
CLIENT DEPARTMENT:	**1713**
COUNCIL DISTRICT:	**2**
PROJECT TYPE:	**BD**
EDI CPF NO.:	**B-23-CP-CA-0196 / 1000843-2023**
STATE GRANT NO.:	**TSG-22-15 / 1000790-2023**

PROPOSALS DUE:

2:00 PM
MARCH 26, 2026

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS
http://www.sandiego.gov/cip/bidopps/

A. CHANGES TO CONTRACT DOCUMENTS

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

B. CLARIFICATIONS

1. To the Cover Page, **DELETE** in its entirety and **SUBSTITUTE** with page 3 of this Addendum.

C. CHANGES TO THE REQUEST FOR PROPOSALS

1. To REQUEST FOR PROPOSAL, page 9, **ADD** the following:

   12. PHASE FUNDING: This contract may be subject to phase funding, for Conditions, see Attachment B.

2. To ATTACHMENTS, **ATTACHMENT B**, **RESERVED**, page 138, **DELETE** in its entirety and **SUBSTITUTE** with pages 4 through 7 of this Addendum.

3. To ATTACHMENT I, **DESIGN-BUILD AGREEMENT**, pages 295 through 297, **DELETE** in its entirety and **SUBSTITUTE** with pages 8 through 10 of this Addendum.

Elif E. Cetin, Director
Engineering & Capital Projects Department

Dated: *March 20, 2026*
San Diego, California

EEC/MA/kv

City of San Diego

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____ **FAX NO.:** _____
CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491
S. Getz / M. Antwan / Y. Kawai

PROPOSAL DOCUMENTS
RFP 2-Step

e - Bidding

FOR
OCEAN BEACH BRANCH LIBRARY

RFQ NO.: **K-25-2391-DB2-3**
RFP NO.: **K-26-2391-DB2-3**
SAP NO. (WBS/IO/CC): **S-20015**
CLIENT DEPARTMENT: **1713**
COUNCIL DISTRICT: **2**
PROJECT TYPE: **BD**
EDI CPF NO.: **B-23-CP-CA-0196 /1000843-2023**
STATE GRANT NO.: **TSG-22-15 /1000790-2023**

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- PROJECT LABOR AGREEMENT
- FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.
- PREVAILING WAGE RATES: STATE ☒ FEDERAL ☐
- APPRENTICESHIP
- THIS IS AN ECONOMIC DEVELOPMENT INITIATIVE (EDI) COMMUNITY PROJECT FUNDING (CPF) GRANT THROUGH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
- THIS IS A CALIFORNIA STATE LIBRARY FUNDED CONTRACT THROUGH THE STATE OF CALIFORNIA

THIS CONTRACT MAY BE SUBJECT TO THE FOLLOWING:

- PHASE-FUNDING

PROPOSALS DUE:
2:00 PM
MARCH 26, 2026

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS
http://www.sandiego.gov/cip/bidopps/

ATTACHMENT B

PHASE FUNDING PROVISIONS

PHASE FUNDING PROVISIONS

1. PRE-AWARD

1.1. Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:

1.1.1. Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 7-3, "PAYMENT".

1.2. Contractor's failure to perform any of the following may result cancelling the award of the Contract:

1.2.1. Meeting with the City's Project Manager to discuss the Phase Funding Schedule.

1.2.2. Agreeing to a Phase Funding Schedule within **thirty** days of meeting with the City's Project Manager.

2. POST-AWARD

2.1. Do not start any construction activities for the next phase until the Notice to Proceed (NTP) has been issued by the City. The City will issue a separate NTP for each phase.

2.2. The City may issue the NTP for a subsequent phase before the completion of the preceding phase.

PHASE FUNDING SCHEDULE AGREEMENT

The particulars left blank below, such as the total number of phases and the amounts assigned to each phase, will be completed with funding specific information from the Pre-Award Schedule and Construction Cost Loaded Schedule submitted to and approved by the City.

RFP NUMBER:_____

CONTRACT OR TASK TITLE:_____

CONTRACTOR:_____

Funding Phase	**Phase Description**	**Phase Start**	**Phase Finish**	**Not-to-Exceed Amount**
1				$
2				
3				
			Contract Total	$

Notes:

1) WHITEBOOK section 7-3.10, "Phased Funding Compensation" applies.
2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
3) This PHASE FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by written modifications to the CONTRACT

CITY OF SAN DIEGO

PRINT NAME:_____

Construction Senior Engineer

Signature:_____

Date:_____

PRINT NAME:_____

Design Senior Engineer

Signature:_____

Date:_____

CONTRACTOR

PRINT NAME:_____

Title:_____

Signature:_____

Date:_____

ATTACHMENT I

DESIGN-BUILD AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this _____ day of _____, 20XX, by and between The City of San Diego [City], a municipal corporation, and **INSERT NAME OF DB FIRM** [Design-Builder], for the purpose of designing and constructing the **OCEAN BEACH BRANCH LIBRARY** (Project) in the total amount _____($_____), which is comprised of the Base Proposal, consisting of an amount not to exceed $_____ for Phase I and $_____ for Phase II (**add additional phases as needed).**

The City and Design-Builder are referred to herein as the "Parties".

RECITALS

A. The City desires to construct the Project located in the City of San Diego, California.

B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this Agreement.

C. The City has issued Request for Proposal (RFP) number **K-26-2391-DB2-3** for **OCEAN BEACH BRANCH LIBRARY**, 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 wishes to construct this Project on a Phase-Funded basis. In accordance with Whitebook section 7-3.10, the City is only obligated to pay for Phase I; Design-Builder cannot begin, nor is the City financially liable for additional Phases, unless and until Design-Builder is issued a Notice to Proceed for each additional Phase by the City.

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. Supplemental Agreements, and the attached Proposal included in the Proposal documents by the Contractor are incorporated into the Contract by this reference.

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 2021 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2021 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 3-7.2 of The WHITEBOOK and shall follow that order of precedence.

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Resolution No. R - _____ or Municipal Code _____authorizing such execution.

CONTRACTOR

By_____

Print Name:_____

Title:_____

Date:_____

City of San Diego License No.:_____

State Contractor's License No.:_____

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: _____

THE CITY OF SAN DIEGO

By: _____

Print Name: _____
Mayor or Designee

Date: _____

APPROVED AS TO FORM
Heather Ferbert, City Attorney

By: _____

Print Name: _____
Deputy City Attorney

Date: _____

City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491

ADDENDUM 6

PROPOSAL DOCUMENTS

e - Bidding

FOR

OCEAN BEACH BRANCH LIBRARY

RFQ No.:	**K-25-2391-DB2-3**
RFP NO.:	**K-26-2391-DB2-3**
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STATE GRANT NO.:	**TSG-22-15 / 1000790-2023**

PROPOSALS DUE:

2:00 PM
MARCH 26, 2026

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS
http://www.sandiego.gov/cip/bidopps/

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER's QUESTIONS

Q1. We have been searching for approved firms to provide the role of Jobs Coordinator as required by City PLA. Is there a source for a list of approved Jobs Coordinators that we can contract to coordinate with for the proposal?

A1. No, the City does not have an approved list of Jobs Coordinators. The City of San Diego has a Jobs Coordinator Outreach Event Flyer that is posted on our PLA website below to assist Contractors with connecting with available Jobs Coordinators. Pages 17-20 of this event flyer includes the sign in sheets and contact information for Jobs Coordinators looking to do business with Contractors bidding on City of San Diego PLA covered projects.

https://www.sandiego.gov/sites/default/files/2025-07/cosd-citywide-pla-jobs-coordinator-outreach-event-2-26-25.pdf

Q2. I am a bit confused by Exhibit J language. It states "A Jobs Coordinator is an independent third-party individual, entity or employee with whom Prime Contractor contracts with or employs to assist with: …" Can the Jobs Coordinator be an employee of the Contractor and still be considered a "third-party"?

A2. See PLA Article 2: "Jobs Coordinator" means an independent third-party individual, entity or employee with whom the Prime Contractor enters into a contract or employs to assist the Contractor with achieving and exceeding the Local Worker and Targeted Worker goals set forth in Section 4.5 of this PLA.

Elif E. Cetin, Director
Engineering & Capital Projects Department

Dated: *March 23, 2026*
San Diego, California

EEC/MA/kv

City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491

ADDENDUM 7

PROPOSAL DOCUMENTS

e - Bidding

FOR

OCEAN BEACH BRANCH LIBRARY

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2:00 PM
MARCH 26, 2026

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS
http://www.sandiego.gov/cip/bidopps/

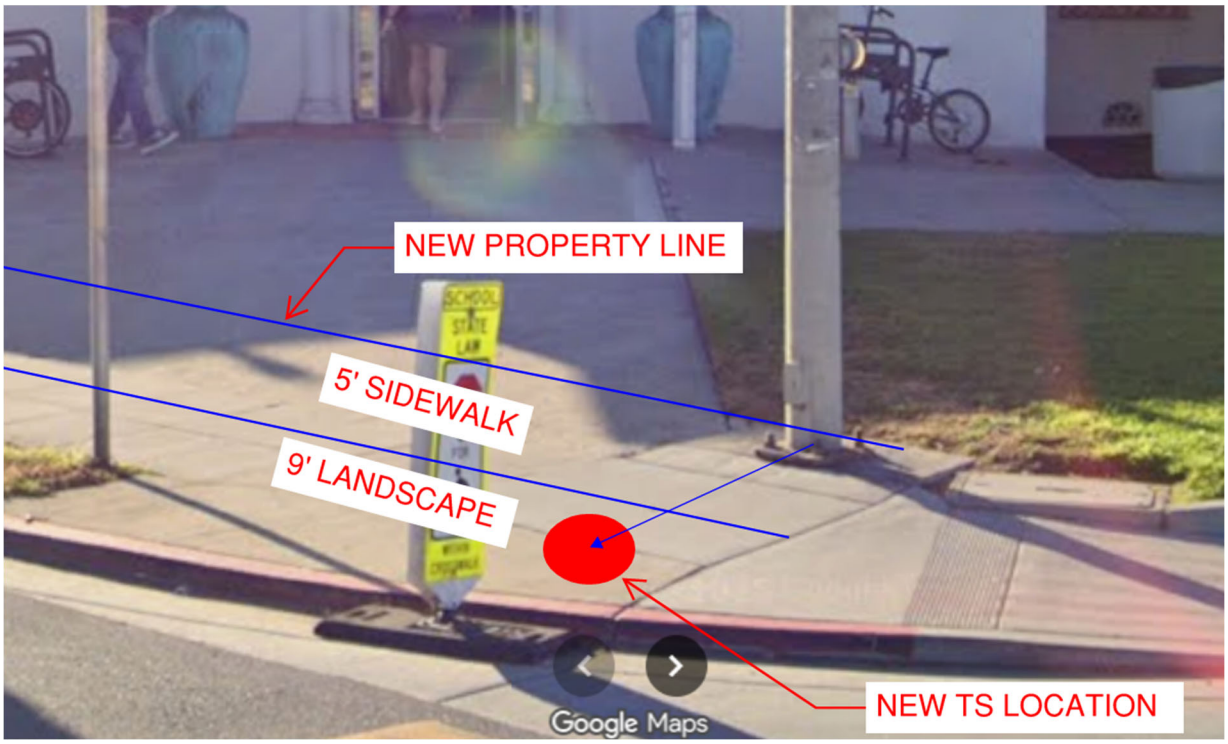
A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER's QUESTIONS

Q1. Relocating the traffic signal has significant cost implications on an already challenged budget. Critical question is how far are we moving it and exactly, where are we moving it to?

A1. Approximately 5' center of the pole, from NE to SE. See figure below:



Q2. Respectfully, why are we moving it?

A2. Relocating the pole to meet the dual curb ramp and the parkway width requirements. We had various meetings with DSD to discuss keeping the existing configuration in place, such as maintaining the same parkway width and protecting existing Traffic Signal, but we were only able to reduce the parkway width from the required 22' to 14'. We are open to keeping the Traffic Signal in place if the design meets the dual curb ramp and the parkway width requirements.

Q3. In addition to where are we moving it to, another very important part that can swing the price significantly is what type of pole does the city want?

A3. Caltrans Standard ES-7C or ES-7D.

Q4. Submittal Requirements on pages 16 & 17 of RFP. Article 5.3.1 of Section 5. Equal Opportunity Contracting, page 13, indicates that Design Builders shall submit with its Proposal a Work Force Report (EOC Form BB05). Please clarify where this document should be uploaded to PlanetBids.

A4. The Work Force Report needs to be uploaded with the Technical Proposal.

Q5. RFP includes Exhibit J – Jobs Coordinator Form that appears to be required. Please advise where this Exhibit should be uploaded to PlanetBids.

A5. The Jobs Coordinator Form will be required once the selected contractor receives the Notice of Intent to Award. This form is not due at the Proposal Due Date.

Elif E. Cetin, Director
Engineering & Capital Projects Department

Dated: *March 25, 2026*
San Diego, California

EEC/MA/kv

Ocean Beach Branch Library
K-25-2391-DB2-3

Design-Build Services

March 26, 2026
City of San Diego
RFP Step 2

EC Constructors Inc.
9834 River St.
Lakeside, CA 92040
Jim Summers
jim@ecconstructors.com

EC CONSTRUCTORS Inc.

domusstudio

9834 River Street
Lakeside, CA 92040
(619) 440-7181
Fax (619) 440-7180
EOE

TECHNICAL PROPOSAL REQUIREMENTS – 11.1

Legal Name of Company:	EC Constructors, Inc.
Legal Form of Entity:	Corporation (S-Corp)
Year of Establishment:	2005
Parent Company:	Not Applicable
Main Office Address:	9834 River Street, Lakeside, CA 92040
Contact Information:	Jim Summers, President jim@ecconstructors.com (619) 440-7171
Employees in San Diego:	52 employees
Applicable License:	#585677 – Classifications A, B, & C-8
City Business License:	B2012044182, Expires 10/31/2026
State Contractor's License:	#585677 Expires 02/29/2028 A, B, & C-8
Architect License Number:	Jonathan B. Dominy C33453, Expires 1/31/2027

1.1 PROPOSER EXCEPTIONS TO RFP

EC Constructors takes no exception to any portion of contract terms.

EC Constructors, Inc. acknowledges Addenda 1 through 7 for this RFP.

CONSTRUCTORS Inc.

9834 River Street
Lakeside, CA 92040
(619) 440-7181
CSLB #585677
EOE

EC Constructors, Inc. (ECC) is pleased to have the opportunity to submit our proposal for Design Build Services on the Ocean Beach Branch Library project with the City of San Diego. ECC and its design team are well suited to provide superior design and construction services for the library addition, renovation, and associated site work. Our team has significant experience designing and constructing similar type facilities.

The ECC team understands that the City is hiring a Design Build Entity to collaborate with the City Team to provide a quality facility on time and within the proposed price. ECC has selected domus studio architecture (domus) as the lead design firm for our team. The ECC management team will collaborate with domus, design consultants, and our major subcontractors to execute the work in compliance with RFP requirements.

ECC President Jim Summers spent 23 years working for a general contracting firm prior to starting ECC with his wife Sherri. Sherri's work experience in accounting combined with Jim's experience in construction made for a perfect family business. Jim's experience with his previous employer started with him working as a laborer, performing various types of carpentry work, then becoming a foreman, project superintendent, project manager and he spent the last 7 years working as Vice President in charge of design build projects. He and his teams completed numerous design build projects totaling close to $400 million in contract value. The years of actual "building" experience and problem solving through management various project types provided Mr. Summers with the expertise needed to successfully collaborate with designers for successful completion of numerous design build projects. Jim has worked with his staff to train them in the art of successful design build collaboration with our design teams, owner representatives, and major subcontractors. ECC has completed approximately $200 million in design build projects over the past seven (7) years.

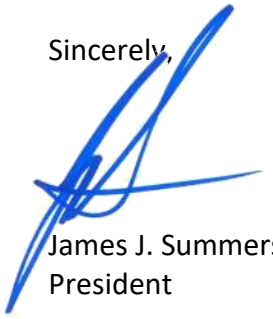
ECC and our design partners have qualified personnel to engage with City Team in the successful execution of this community facility. We have provided resumes of personnel that will be assigned to this project. The resumes demonstrate the diverse experience of the team providing us the knowledge and expertise to successfully complete this project. The ECC management team and domus have the necessary experience and expertise to successfully work with Public Works Team and DSD for approval of plans and permitting of the work. The team we have proposed for this project has the required experience to successfully accomplish the work as well as their recent knowledge and experience of working on library projects.

The ECC Team believes in constant and open communication with Owner Representatives throughout the project. This starts with the project kick-off meeting and continues throughout project construction, close-out, and warranty period. Our team will set up regular design coordination review meetings and construction coordination meetings with the City Staff to insure proper communications and coordination efforts. The ECC Management team assigned to this project will be involved in the proposal, design, construction, close-out and warranty period for the project. We do not utilize a “design team” and then hand-off to a “construction team.” This has proven to be the most efficient and effective manner to properly execute a design build project and maintain the best communication with the Owner’s Representatives.

The main offices for ECC and domus are located in San Diego County and we concentrate our resources to understanding the regulations and policies of various local agencies within the county. As such, our staff and the domus staff are very familiar with such regulations and policies.
ECC is well positioned financially and has more than sufficient bonding capacity for this project. As a family business, we pride ourselves on being able to provide the knowledge, experience, and capacity of a large firm, with the personal touches of a small firm.

We thank you for the opportunity to work on this exciting project.

Sincerely,



James J. Summers
President

3.0 PROJECT TEAM

3.1 Management Plan

Jim Summers will be the Senior Construction Manager providing project oversight for the team. Jim has recently completed design coordination with domus and its consultants on two library projects, including Bonita-Sunnyside Library Addition and Casa De Oro (CDO) Library for County of San Diego. Marc Cheney will serve as Project Manager and lead the Design-Build effort throughout design and construction. Ron Faulkner will work as the project superintendent coordinating and facilitating the day-to-day work on the project.

To complete our Design-Build team, we have selected domus studio architects (domus) for their experience with similar public and library projects as well as our experience working successfully together. Domus is an award-winning design firm, based on a philosophy to maintain close Principal participation on projects while producing quality design. David Pfiefer will lead the domus team of in-house design professionals and consultants. Jon Dominy will be principal in charge of design management. Rachel Barnhart will provide design project management in close coordination with Marc Cheney.

The consultants selected for this project have all worked with domus and/or ECC on multiple projects and bring their own specific expertise to the team for this project. John Prince with Prince Consulting has completed at least ten (10) design build projects with ECC and is civil engineer for the CDO Library project. ELEN Consulting has provided design services for ECC on fourteen (14) design build projects, including CDO Library and Bonita-Sunnyside Library. ELEN has extensive experience with the nuances related to library design, including lighting systems for libraries. Parterre has provided landscape design for twelve (12) design build projects with ECC including the CDO Library and Bonita-Sunnyside Library. Libby Engineers has worked closely with domus on numerous projects, including the San Carlos Library and original Bonita-Sunnyside Library. Libby also worked on San Diego Central Library providing them with necessary expertise to understand the needs for this project.

3.1.1	Architectural	David Pfeifer, Jon Dominy, & Rachel Barnhart, domus
3.1.2	Interior Design	domus Architectural team to provide interior design
3.1.3	Civil	John Prince, Prince Consulting (ELBE Certified)
3.1.4	Structural	Jean Libby, Libby Engineers (ELBE cert)
3.1.5	MEP Consultants	Anton Nathanson & David Wolf
3.1.6	Sustainability/LEED	Drew George
3.1.7	Environmental	See 3.4 Below
3.1.8	Geotechnical	Gillian Dean, Nove Services (SLBE Certified)
	Landscape	Lili O'Connor, Parterre (ELBE Certified)
	Acoustics	Taylor Blaine, Salas O'Brien

Resumes for consultants included after narratives

3.2 Project Manager

Marc Cheney will serve as Project Manager for EC Constructors on this project. He worked closely with Jim and the design team on the CDO Library project that is currently in construction. Marc also provided project management duties on the recently completed Pacific Highland Ranch Branch Library project where he gained extensive knowledge of San Diego City Library requirements. Marc has completed several projects with City of San Diego and is well aware of City Standards and documentation processing. See resume for Mr. Cheney included after narrative.

3.3 Project Superintendent

Ron Faulkner will work as the project superintendent coordinating and facilitating the day-to-day work on the project. Ron worked with Marc in constructing the Pacific Highlands Ranch Branch Library. Ron also was superintendent for ECC on Bonita-Sunnyside Library addition & renovation and is currently working on CDO Library with Marc. See resume for Ron after narratives.

Project Engineer (Assists PM and Superintendent)

Debra Landes will work with Marc and Ron on this project as Project Engineer to assist with management and quality assurance tasks during design and construction process. Ms. Landes has a degree in Interior Design. Debra recently worked closely with Marc and Ron on CDO Library project. She also assisted Marc & Ron as project engineer for Pacific Highland Ranch Library. See resume for Debra included after narratives.

3.4 Environmental Experts

City of San Diego provided Ocean Beach Library Asbestos, Lead, and Mold Inspection Report as part of RFP. ECC will engage a qualified subcontractor to perform abatement services of all hazardous materials as indicated in report prepared by City.

ECC will engage Jose Aguilar with Meridian Archeological Services Research to perform Paleontology, Archeology, and Native American Monitoring for the project during all activities requiring excavation on the project. Mr. Aquilar has provided similar services for ECC on previous projects including Botanical Building Renovation at Balboa Park and Casa De Oro Library project. He and his staff are well versed in monitoring and reporting requirements for City of San Diego projects.

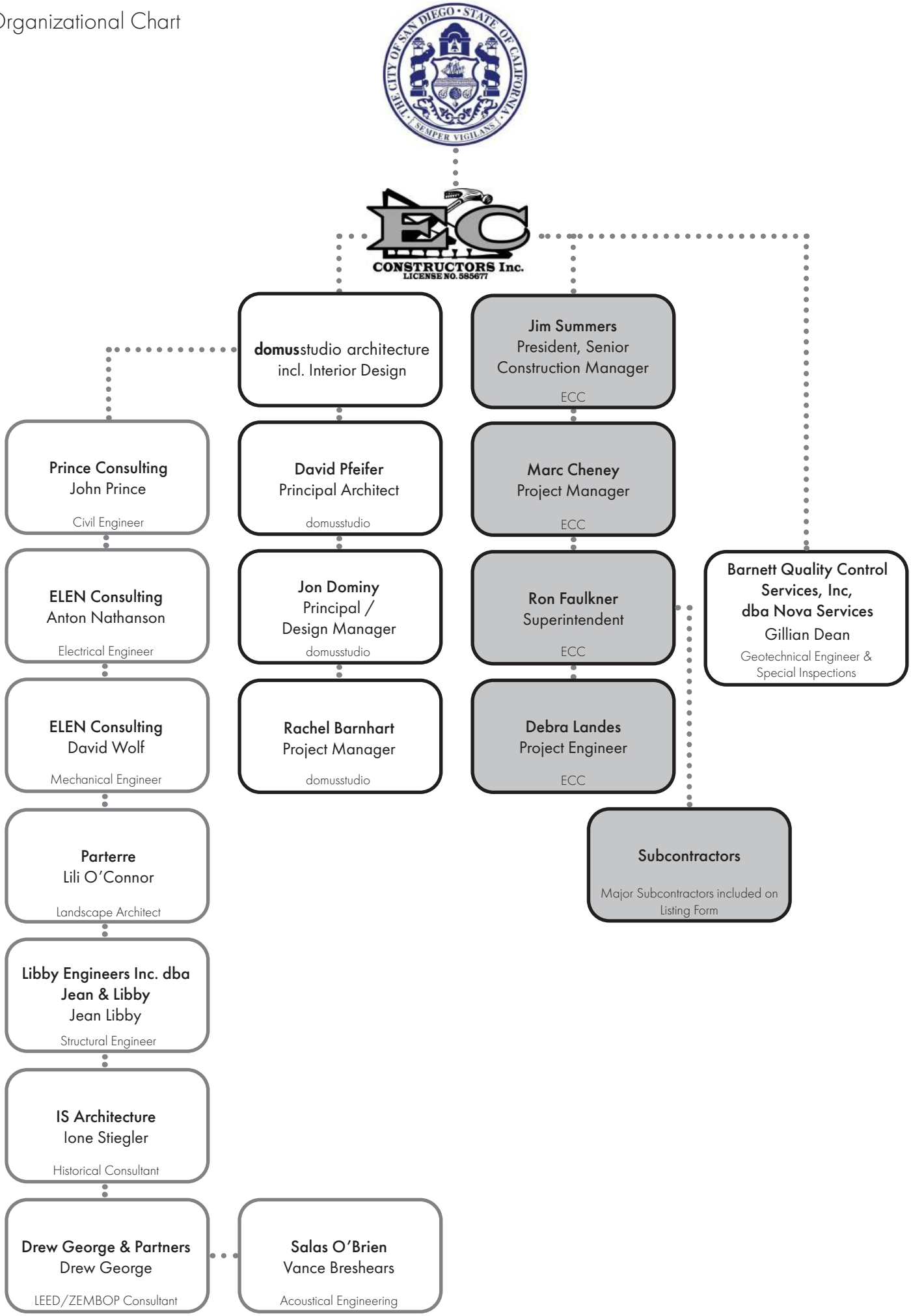
We have engaged Ione Siegler with IS Architecture to provide historical consulting services for our team as part of the design coordination process with City Staff, including DSD. Ms. Siegler has extensive experience with historical consulting services for similar projects as indicated on her resume included within the proposal package.

Noise and Acoustic consulting will be provided by Taylor Blaine with Salas O'Brien. Mr. Blaine has extensive experience with acoustic consulting including Oak Park Library for City of San Diego and Millenia Library for City of Chula Vista.

3.5 Organizational Chart

See Organization Chart on next page.

Organizational Chart



3.6 Project Partnering and Coordination

ECC recently completed formal partnering with City of San Diego for the Botanical Building Renovation project utilizing Velo Group. Velo Group is IPI certified. The project team did not win any partnering awards but the teamwork on the project was outstanding. All project participates engaged in the partnering process and communication was very open and honest. If City desires to engage in formal partnering for this project, the team could engage Velo Group. ECC did not see requirement for formal partnering in the RFP documents.

ECC collaboration practices for design build projects seeks to engage full City Team in the review and approval process. With or without formal partnering, ECC project team will meet with City Team to discuss the collaboration and approval process. ECC dove in the Program Requirements and asked a lot of questions during the proposal phase. However, we plan to meet with City Team to discuss concept design and trade-off process utilized by our team to meet the program space requirements in the RFP while working with existing building and existing site restrictions.

ECC has found that it is advantageous to meet with City Team at the hand-off of each design submittal and perform a page flip to give City Personnel some insight relative to design approach and direction from previous coordination efforts. We have found that these page flip meetings are beneficial for City Team as they are informed about conditions or issues that impact the facility design and it provides our team the opportunity to get some initial feedback that will allow us to continue in the design process while City Team does their review and writeup. Similarly, we have found that it is often times beneficial to meet a few days after receiving City commits to ensure we fully understand the concerns in the comments and review options for certain items that need further discussion to allow for the design to move along.

ECC and domus will track all meetings items in Procore and share this with the entire team such that all project participants are in the loop tracking all discussion items and resolution of same in compliance with RFP requirements.

PROJECT TEAM

RESUMES

JAMES J. SUMMERS

PRESIDENT, SENIOR PROJECT EXECUTIVE

EC CONSTRUCTORS, INC.

9834 RIVER STREET LAKESIDE, CA 92040

P- 619.440.7181 F- 619.440.7180

WWW.ECCONSTRUCTORS.COM

YEAR JOINED ECC

2005

TOTAL YEARS IN THE INDUSTRY

42

CERTIFICATIONS & PROFESSIONAL AFFILIATIONS

General Contractors "A/B/C-8" License
CSLB #585677
Member, AGC San Diego Chapter

EDUCATION

Polk Community College
General Studies
Grossmont Comm College
General Studies

Jim is responsible for overseeing Construction Management for bid and design build projects. His duties include design coordination and constructability reviews with designers, coordination of project requirements and planning with ECC Project Team Members. Mr. Summers has extensive experience in various roles in public works construction which provides him with the necessary expertise to work with the team to facilitate practical solutions to any issues that are developed in the design and/or construction phase of a project.

ECC PROJECTS:

Deer Springs FS2, **$10,311,867**
- Casa De Oro Library, **$18,705,019**
- Chula Vista Fire Station #1, **$6,227,406**
- Mission Viejo FS24, **$15,612,834**
- Anaheim FS12, **$6,866,829**
- Pacific Highlands Library, **$20,184,624**
- CMAR East Otay Mesa FS38, **$14,764,040**
- SLR Maintenance Building Project, **$10,472,120**
- Design-Build Loma Verde Recreation Center
  - Pre-construction - **$1,135,192**
  - Construction - **$27,486,740**
- D/B Botanical Building Improvements, **$22,345,297**
- GUHSD Bus Maintenance Facility, **$16,185,677**
- CMAR 3 Fire Stations - County of San Diego, **$8,528,162**
- Design-Build Fire Station 5 & 9,
  - Pre-construction - **$1,291,594**
  - Construction - **$16,780,608**
- I-5 Switch Station UCSD, **$4,056,074**
- Mickey Cafagna Community Center, **$10,353,188**
- Design-Build Ohio Street Prohibition Building, **$15,496,760**
- City College Child Development Center, **$8,318,492**
- Design-Build Fire Station #3 Renovation, **$4,024,644**
- Design-Build Bonita-Sunnyside Library Expansion, **$3,568,21**
- Design-Build San Diego Botanic Garden Improvements, **$3,258,900**

ADDITIONAL PROJECT INFO. AVAILABLE ON REQUEST

PROJECT TEAM

RESUMES

MARC CHENEY

PROJECT MANAGER

TOTAL YEARS IN THE INDUSTRY

25

EDUCATION

Bachelor of Science- General Engineering/ Welding
Montana Tech of the University of Montana, 2000

CERTIFICATIONS

- Competent Person- Trenching and Excavation
- Certified QSP- Qualified Storm Water Practitioner
- OSHA 10 Hour
- Sexual Harassment Prevention Training

EC CONSTRUCTORS, INC.

9834 RIVER STREET| LAKESIDE, CA 92040

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ECC EXPERIENCE

EC Constructors, Inc.
Lakeside, CA
2007-Present

ECC PROJECTS

- MTS Imperial Overhead Charging, **$8,293,301**
- Mt. Miguel Science Building, **$1,399,832**
- New Field Restrooms, **$3,487,350**
- Casa De Oro Library, **$18,705,019**
- Pacific Highlands Library, **$20,184,623**
- Helix High School Kitchen/ Admin, **$3,026,111**
- CMAR East Otay Mesa FS 38, **$14,290,641**
- SLR Maintenance Facility, **$11,519,135**
- GUHSD Bus Maintenance Facility, **$17,938,956**
- GHHS 160 Mod & Black Box - Finishes, **$980,889.00**
- Mickey Cafagna Community Center, **$10,353,188**
- CMAR 3 Fire Stations - San Diego County, **$9,446,117**
- Lakeside Fire Station 3, **$4,024,644**
- City College Child Development Center, **$8,149,567**
- Granite Hills PE & Food Service, **$5,250,870**
- El Cap HS Event Center, **$2,290,282**
- Pine Valley Fire Station – Design Build, **$8,200,000**
- Moonlight Beach Safety Center, **$2,951,975**
- Helix HS Phase 3, 4, & 5a Modernization, **$10,847,842**
- Hope & Kelly School Modernization, **$413,151**
- Grossmont HS Student Services & Arts Buildings, **$10,353,974**
- South Mission Beach Lifeguard Station, **$3,736,169**
- Monte Vista HS Building 900 & Gym Mod, **$4,195,544**
- GHHS Student Support Center Increment 2, **$4,417,948**
- GHHS Student Support Center Increment 1, **$350,063**
- Jamul Primary School Modernization LLB, **$796,477**
- Hillside Recreation Center Modernization, **$1,260,655**
- New PE Facility at El Cajon Valley High School, **$6,724,849**
- New PE Facility at El Capitan High School, **$6,777,500**

(Additional Project Experience Available Upon Request)

PROJECT TEAM

RESUMES

RON FAULKNER

PROJECT SUPERINTENDENT/ASST. PROJECT MANAGER

EC CONSTRUCTORS, INC.

9834 RIVER STREET| LAKESIDE, CA 92040

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WWW.ECCONSTRUCTORS.COM

TOTAL YEARS IN THE INDUSTRY

36

EDUCATION

- Commercial/ Industrial Development
- Architectural Plan Review and Analysis
- Subcontractor Supervision
- Contract Negotiations
- Budgeting and Cost Controls
- Bid Development
- Dispute and Conflict Mediation/ Resolution
- Change Order Management

CERTIFICATIONS

- OSHA-40 Certification
- OSHA 30 Hour
- Work Place Violence Prevention
- Outdoor/Indoor Heat Illness Prevention
- Excavation Competent
- Fall Protection Competent
- First AID/CPR certified
- Scaffold Competent
- Sexual Harassment Prevention
- Fleet Safety/Maintenance Policy
- Class B Contractors License

ECC EXPERIENCE

EC Constructors, Inc.
Lakeside, CA
2016- Present

ECC PROJECTS

- San Miguel Fire Station 18 - Building, $**4,006,118**
- Mt. Miguel Science Building Finishes, **$1,399,832**
- New Field Restrooms 5-Sites GUHSD, **$3,487,350**
- D/B Casa De Oro Library, **$18,705,019**
- Pacific Highlands Library, **$20,184,623**
- Design-Build Bonita-Sunnyside Library, **$3,568,211**
- CMAR 3 Fire Stations - County of San Diego, **$9,446,117**
- Oak Crest Middle School New Science Bldgs.**$6,083,753**
- South Mission Beach Lifeguard Station, **$4,797,439**
- Moonlight Beach Safety Center, **$3,180,930**

PROJECT TEAM

RESUMES

DEBRA LANDES

PROJECT ENGINEER

TOTAL YEARS IN THE INDUSTRY

22 years

EDUCATION:

Bachelor of Fine Arts- Interior Design
University of Wisconsin, 1989

PRIOR EXPERIENCE:

Project Coordinator
Ellis Contracting, Inc.
San Diego, CA
3/2006-12/2023

- Starbucks San Diego $2,084,483
- Urbane Café Oceanside $567,610
- Orangetheory Fitness East Village $639,466
- Orangetheory Fitness Pacific Beach $579,657
- Pacific Plaza Exterior Façade $2,024,644
- Restore Hyper Wellness Del Mar $436,083
- Spill the Beans Mission Valley $798,705
- California Fish Grill La Habra $523,079
- Better Buzz Temecula $560,487

Project Coordinator
D.R. Horton, Inc.
San Diego, CA
1/2004-1/2006

Interior Design Expeditor
Motivational Systems, Inc.
National City, CA
1/2003-11/2003

EC CONSTRUCTORS, INC.

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WWW.ECCONSTRUCTORS.COM

ECC EXPERIENCE

EC Constructors, Inc.
Lakeside, CA
Jan 2024-Present

ECC PROJECTS:

- Mt. Miguel Science Building, **$1,399,832**
- GUHSD New Restroom - 5 Campuses **$3,487,350**
- Design Build Casa De Oro Library, **$18,705,019**
- Pacific Highlands Library, **$20,184,624**
- SLR Maintenance Building, **$10,472,120**

David Pfeifer, A.I.A.
Principal

With over 38 years of experience, David will play an important role in the development of the program and architectural environment, particularly during the master plan development. He has extensive experience in managing multi-disciplined teams on large projects of similar size and scope. In future phases his work will include initial programming, space planning, architectural development and massing studies, project management of diverse sub consultant teams, and maintaining the project's design schedule. Consistent with others on the team, he follows the philosophy of continuous client and team interaction. He will work closely with the interior designer to develop a thoroughly integrated design package. David fosters a creative approach to the design solution all the while monitoring the development of the project as it relates to budget and schedule.

domusstudio PROJECTS

CIVIC
Casa de Oro Library
San Carlos Library
Bonita Library & Museum incl. Addition
Imperial Beach Library
Alpine Branch Library
Valley Center Library & Museum
Oceanside Main Library Renovations
San Carlos Library
BlueSky Ecological Reserve Visitor Center
San Diego Auto Museum Expansion

EDUCATIONAL
The Bishop's School
- New Masterplan, Gymnasium & Creative Arts Building

Academy of Our Lady of Peace
- Classroom and Lab Renovations
- New Performing Arts Center, New Media Center

St. Augustine High School
- New Performing Arts Center
- New Athletic Facilities and Gymnasium
- New Engineering and Wet Science Lab
- Athletic Field Improvements

St. Anthony of Padua Church and School
St. Rose of Lima Catholic School
Nazareth School San Diego
Notre Dame Academy
Encinitas Country Day School
Newport Coast Child Development Preschool
Bethlehem Lutheran Preschool
Francis Parker School
St. Patrick's Catholic School
City College Child Development Center

RELIGIOUS
Ascension Catholic Church
Our Lady of Perpetual Help Catholic Church
Resurrection of the Lord Catholic Church
St. Michael the Archangel Catholic Church
Mater Dei Catholic Church
Sacred Heart Catholic Church
Christ Our Savior Catholic Church
St. Edward the Confessor
Pacific Coast Church
Trinity Presbyterian Church
First Congregational Church
Our Lady of Mt. Carmel Catholic Church
St. Therese of Carmel Catholic Church
St. Rose of Lima Catholic Church
San Dieguito United Methodist Church (Phases 1 and 2)
St. Matthew's Anglican Catholic Church
Second Missionary Baptist Church (Phases 1, 2, and 3)
Good Shepherd Lutheran Church
Valencia United Methodist Church
Irvine Presbyterian Church
Northridge United Methodist Church
Moreno Valley United Methodist Church
St. Dunstan's Episcopal Church - Columbarium First Church of Christ Scientist
Mount Olive Lutheran Church Master Plan
Bethlehem Lutheran Church

RESIDENTIAL
Boyes Residence
Vasques Residence
Waxenberg Residence
McPherson Residence

EXPERIENCE

domusstudio
2001 - present Principal
1995 - 2001 Associate
1987 - 1995 Job Captain / Project Architect

James McGraw & Associates
1987 Draftsperson

LICENSE
Architect, California, 1990

EDUCATION
NewSchool of Architecture
Bachelor of Architecture, 1987
Outstanding Thesis Project, 1987
Professor, NewSchool of Architecture, 1990-1994
Teacher of the Year 1993 - NewSchool of Architecture
Alumni of the Year 2007 - NewSchool of Architecture

ORGANIZATIONS & COMMUNITY SERVICE
PTG President, Nazareth School San Diego 2012-2014
Kensington-Talmadge Planning Committee, 2005-Present
City of San Diego Technical Advisory Committee, 2006-Present
American Institute of Architects
Habitat for Humanity - San Diego / Tijuana Chapter
Architect - Summer of New Hope, 1996
San Diego, Escondido, Oceanside
Cubmaster, Leader, Boy Scouts of America Troop #948
Built Environment Education Program (BEEP)
Zoological Society of San Diego

AWARDS & RECOGNITIONS
Orchid - Mater Dei Catholic Church 2021
Faith & Form, Religious architecture - 2020
Sacred Heart Catholic Church
AIA Award - Valley Center Library 2004
Preservation Award, Certificate of Recognition - 2004
1st Congregational Church of Long Beach
AIA Award - Playa Del Sur Residence 2003
AIA Award for Best Un-Built Design - 2002
BlueSky Ecological Reserve Education Center
San Diego Home and Garden Award of Excellence
Vasques Residence

domusstudio

Jon Dominy, A.I.A.
Principal

Participating at all levels of the design process, Jon is fundamental to the project team in developing a strong and cohesive design that continually reinforces the overall concept and brings a balanced design/detail approach to the team. He has 27 years of experience with the design, management and coordination of both new construction and renovation projects, spanning a wide variety of building/ program functions. As part of an integrated design practice, Jon works closely with the project architect and clients to develop the design simultaneously with the architecture model. His design process lends itself to user and project team integration during the whole design process.

domusstudio PROJECTS

CIVIC
Casa de Oro Library
San Carlos Library
Bonita Library & Museum incl. Addition
Imperial Beach Library
Carlsbad Fire Station #2
Encinitas Fire Station #2
South Mission Beach Lifeguard Station
Solana Beach Marine Safety Center
La Quinta Fire Station #32
UCSD Fire Station Feasibility Study
Encinitas Fire Station #3
Encinitas Fire Station #5
Oceanside Civic Center Library
Valley Center Library
Bluesky

EDUCATIONAL
Santa Fe Christian Schools
La Jolla Country Day School
UCSD Dive Locker Room
University City High School
Encinitas Country Day
St. Augustine High School
Solana Beach Preschool
Civita Elementary School
    New Sustainable Elementary School Campus
School of Creative and Performing Arts High School
San Diego Jewish Academy Early Childhood Center

RESIDENTIAL
Hugo Condos
White Residence
Fitzsimmon Residence
Cardiff House
Altman Residence
Feldman Residence
Gleberman Residence
Mudd Residence
Kates Residence
Ostertag Residence

RELIGIOUS
Solana Beach Presbyterian Church
Trinity Presbyterian Church
Malibu Presbyterian Church
Burbank Presbyterian Church
Redeemer Presbyterian Church
St. Andrews Presbyterian
St. James Catholic Church
Pacific Coast Church
Malibu Presbyterian Church
South Shores Church Dana Point
Young Nak Presbyterian

EXPERIENCE
domusstudio
2014 - present Principal
1999 - 2014 Associate

Greycollar Design
1997 - 2000 Principal

Sci-Arc
1997 - 1998 Teaching Assistant

Desu Design
1996 - 1998 Metal Fabrication

EDUCATION
Southern California School of Architecture
Bachelor of Architecture, 1998

ORGANIZATIONS & COMMUNITY SERVICE
EM2

domusstudio

IS ARCHITECTURE

Ione R. Stiegler, FAIA, NCARB
Principal Architect
Historic Preservation Specialist

Areas of Expertise

Historic Preservation Architecture
Historical Evaluations and Building Condition Assessments
CEQA/NEPA Compliance
Section 106 NHPA Compliance
Historic Resource Surveys
Adobe and Earthen Architecture
Intricate knowledge of City of San Diego and California Historic Building codes
Historic Preservation Planning and Treatment Recommendations
Built Environment Surveys
Secretary of Interior Professional Qualification Standards Architectural History and History (36 CFR Part 61)

Years of Experience

With IS Architecture: 35
With Other Firms: 6

Education

M. Architecture II – Historic Preservation, Tulane University, 1986
M. Architecture I, Tulane University, 1983
B. Architecture, Tulane University, 1983

Continuing Education

Mesa to Mountain Conference, APTI Salt Lake City, UT 2017
SOSTierra 2017 Vernacular and Earthen Architecture: Conservation and Sustainability, Valencia, Spain 2017
Terra Lyon - 12th World Congress on Earthen Architecture in Lyon, France, 2016
US/ICOMOS International Scientific Committee on Earthen Architectural Heritage Symposium in Florence, Italy, 2014
VerSus2014, International Conference on Vernacular Heritage, Sustainability and Earthen Architecture in Valencia, Spain, 2014
Earth USA Earthbuilding, Int'l Conference on Architecture and

Ione R. Stiegler, FAIA, NCARB, is the Founder and Principal Architect for IS Architecture and is experienced in all facets of a historic preservation architectural practice. Ms. Stiegler specializes in applying the Secretary of the Interior's Standards for the Treatment of Historic Properties and has completed projects implementing all four approved treatments; Restoration, Preservation, Rehabilitation, and Reconstruction. Together with her award-winning studio, Ms. Stiegler has overseen compliance with the Secretary of the Interior's Standards on more than 360 historic resources.

In 2012, she was elevated to the **AIA College of Fellows**, for advancing the science of historic preservation by redefining the methodology of architectural investigation. Two years later, Ms. Stiegler's firm was awarded the **2014 Distinguished Practice Award by the American Institute of Architects California Council.** This award recognizes significant contributions and accomplishments toward a specific building type or practice area. This was the first in council history as no firm had ever before received the award for a historic preservation practice.

Over the last 30+ years, she has studied, authored reports on, and preserved California's rare and fragile historic resources. Her interdisciplinary methodology unearths a multitude of architectural details, making it possible to reach back in time to scientifically and authentically recreate previously lost architectural elements. Her comprehensive documentation fosters historically accurate preservation of our historically significant architectural heritage and provides disaster recovery records.

In addition, Ms. Stiegler is one of 130 worldwide expert members of the International Scientific Committee on Earthen Architecture, a committee of UNESCO/ICOMOS. She is one of a handful of members from the United States and has been honored with presenting her Earthen Architecture expertise at international symposiums on 5 continents.

Together with her studio, Ms. Stiegler has rehabilitated or restored more than 200 historic structures and authored Historic Structure Reports, HABS reports, and Building Condition Assessment reports. She has prepared professional preservation reports and assessments for scores of other projects (including over 350 Determinations of Eligibility and more than 310 DPR 523 Forms), as well as large-scale planning surveys for built environment resources (over 23,000 resources surveyed).

Ms. Stiegler's qualifications exceed the requirements established by the National Park Service, for History, Architectural History, Architecture, and Historic Architecture, as published in the Code of Federal Regulations, 36 CFR Part 61.

Construction with Earthen Materials, 2013
Terra 2012 - 11th International Conference on the Study and Conservation of Earthen Architectural Heritage in Lima, Peru, 2012
Techniques and Strategies for Adobe Conservation/Restoration, 2007
Adobe University, 2008
California Preservation Foundation Conferences and Workshops
Association for Preservation Technology Conferences
American Institute of Architects Conferences
California Missions Foundations
University of Arizona, TICRAT Workshop, 2006

Agency Experience

Army Corps of Engineers
California Department of Parks and Recreation
Caltrans District 11
California High Speed Rail Authority
Caltrain
Chapman University
City of San Diego
City of Escondido
City of Fullerton
City of San Juan Capistrano
County of San Diego
City and County of Riverside
Federal Emergency Management Agency
La Jolla Historical Society
National Park Service
SANDAG
SANBAG
San Dieguito River Park / Joint Powers Authority
University of California, San Diego
University of Nevada, Reno
Vista Water District
US Navy, NAVFAQ Region Southwest
US Air Force Academy
US General Services Administration

Location

San Diego, California

Experience

Navy Base Point Loma Building 158
Client: Naval Facilities Engineering Command Southwest
San Diego, CA

IS Architecture as a member of the design-build team consulted as Architectural Conservator and Historic Preservation Architect for the "Renovation of Historic Building 158." As the team's Historic Preservation Architect, IS Architecture's scope for the project included providing recommendations and solutions that meet the SOIS and can be approved by the Naval Base Point Loma (NBPL) Cultural Resources Manager (CRM). IS Architecture was also responsible for creating this Historic Preservation Design Methodology Report, which was used by the Public Works Office as part of the Environmental Record for compliance with the NBPL Programmatic Agreement. The proposed project involved the seismic retrofit and rehabilitation of the vacant NBPL Building 158, a two-story, unreinforced masonry building constructed in 1908 and designed in the Colonial Revival style. To ensure the project complies with the SOIS, the ten Rehabilitation standards and the National Park Service's Preservations Briefs were used along with the findings of an existing conditions survey to guide the rehabilitation work and to provide appropriate treatment recommendations.

The historic context, the significance, integrity, and character-defining features that were identified in previous reports were also used to help inform the recommendation.

San Ysidro Port of Entry Customs House
Historic Rehabilitation and Seismic Stabilization
San Ysidro, CA

Ms. Stiegler served as the Principal Architect for historic preservation on this GSA project for the historic rehabilitation of the San Ysidro Land Port of Entry Customs House, a structure built in 1933 that has become the busiest land port of entry in the Western Hemisphere. IS Architecture, in conjunction with Hensel Phelps, Stantec, RJC (now Steinberg Hart) and GSA, began the process of planning and executing the rehabilitation and addition to this 21,508 square foot resource in 2015. The team prepared the Historic Properties Protection Plan, Section 106, as well as Schematic Design, Design Development, and Construction Documents for the Secretary of the Interior's Standards appropriate rehabilitation design.

UCSD Old Scripps Institute of Oceanography
Historic Restoration, La Jolla, CA

As the Principal Architect for historic preservation, Ms. Stiegler led the investigation for the restoration of the windows and doors of the Old Scripps Building, a historic research facility on the campus of the University of California, San Diego. Built in 1909-10, it is the oldest oceanographic research building in continuous use in the United States. It is also architecturally significant as a work of **Modernist architect Irving Gill** and for its early use of reinforced concrete. Declared a National Historic Landmark in 1982, it now houses Scripps administrative offices.

John Prince, PE, QSD
Site Civil

John has extensive experience in management and technical aspects of a wide range of public works and development projects for small and large local municipalities, schools and universities, utility companies, commercial, hospitality, and military. John specializes in projects with 3D based design, Alternative Project Delivery Methods, Due Diligence, and complex Project Management and organization. Technical expertise includes storm water, sanitary sewer, domestic, recycled, and fire water studies and design, existing utility research, investigation, and analysis known as Subsurface Utilities Engineering (SUE), storm water quality, grading, retaining walls, building layout, pedestrian and vehicular circulation, parking lots, public streets and access roads, Complete Streets, fire access, ADA, airfields, specifications, cost estimating, alternative and preliminary engineering studies. John is an industry leader in use of BIM for site work, increasing overall design quality and construction efficiency through 3D-based design and coordination.

Registration:
Professional Engineer – Civil
CA #72279
Project Management Professional
(PMP), 2015, (#1822824)
Qualified SWPPP Developer
(QSD/P), 2011 (#21246)

Years of Experience: 23

Education:
B.S Civil Engineering, San Diego State University, Cum Laude

Professional Affiliations:
Adjunct Professor, San Diego State University, Department of Civil Engineering, 2011-Present
USACE BIM/CIM Consortium
Member, Design-Build Institute of America
Member, American Society of Civil Engineers
Past Director, San Diego Young Member Forum of the American Society of Civil Engineers

Awards and Recognitions:
2014 ENR California Top 20 under 40 Award
ASCE Outstanding Younger Civil Engineer, Region 9, 2009
ASCE Outstanding Civil Engineer Private Sector, San Diego Section, 2008

Relevant Personal Project Experience

Casa de Oro Library, County of San Diego (Casa de Oro, CA) 2025 – John served as EOR for design of new library using Design-Build delivery method. The property and site conditions were extremely complex due to land being leased from the school district, flag shape of parcel with access coming from Campo road 10-ft lower in elevation from the site, and adjacent little league field requiring relocation of outfield fence with diversion swale. The site required several large retaining walls and unique solutions for stormwater with pump to detain and treat stormwater and keep discharged to existing condition. The long sloping ADA compliant driveway required retaining walls and permeable pavements to satisfy stormwater requirements. To facilitate required new public fire hydrant, an 8" water main extension was designed and permitted with Helix water district to provide water, fire, and irrigation services to the site along with new fire hydrant.

Julian Library Community Room Expansion, County of San Diego (Julian, CA) 2025 – John served as EOR for design of building expansion and reconfiguration of parking lot. Intricate grading design was required to facilitate ADA and drainage, resulting in retaining walls and detention basin.

Rancho San Diego Library Friends of Library Expansion, County of San Diego (La Mesa, CA) 2025 – John served as EOR for this small expansion. Detailed analysis of existing site was performed in order to minimize the domino effect of site improvements to facilitate ADA and drainage resulting in a limited and well thought-out design.

Fire Station 48 (City of San Diego) – design/build (currently in design)
Fire Station 51 (City of San Diego) – in design
City of Encinitas City Hall Exterior Improvements (2022)
City of Encinitas Pacific View Arts and Culture Campus (2022)
Fire Station 2 (Deer Springs Fire Protection District)(Design-Build) – in construction
Fire Station 20 (City of Santee) – in design
Fire Station 9 (City of Chula Vista)(Design-Build)
Fire Station 5 (City of Chula Vista)(Design-Build)
Fire Station 1 Remodel (City of Chula Vista)(Design-Build)
Fire Station 3 Remodel (Lakeside Fire Protection District)(Design-Build)
North OB Gateway Phase 2 (2014)

RESUME OF JEAN M. LIBBY, P.E.

Martin & Libby

PROJECT ASSIGNMENT: PRINCIPAL-IN-CHARGE, QUALITY ASSURANCE

EDUCATION:

Graduated Valedictorian from Crawford High School, San Diego, California
Bachelor of Science Civil Engineering, Cum Laude with Distinction in Civil Engineering, San Diego State University (1980)

EMPLOYMENT HISTORY:

James R. Libby & Associates from January 1978 to December 1980
City of San Diego Building Inspection Department from October 1981 to April 1994
Structural Engineering Associate
Libby Engineers, Inc. (dba Martin & Libby) from March 7, 1994 to Present
President & Principal Engineer

ENGINEERING REGISTRATIONS:

California Civil Engineer No. 38412 - September 1984

PROFESSIONAL QUALIFICATIONS:

- Principal Review
- Project Management
- Plan Review of Buildings and Other Structures in Steel, Concrete, Masonry and Wood
- California Building Code Research
- Board of Appeals Research and Analysis, City of San Diego
- Building Newsletters Research and Development, City of San Diego

PROJECT HISTORY:

Jean Libby has over 43 years of experience in structural engineering. She is proficient in the production and review of plans, specifications, calculations and estimates of probable cost for a variety of structure types. In addition to construction documents for new projects, Ms. Libby has completed numerous structural investigations and assessments as well as authoring many feasibility studies and reports. She also provided structural plan review services while employed by the City of San Diego.

Projects for which Ms. Libby has provided project management and/or principal review include:

- **San Carlos Library and Community Center.** Jean was structural project manager for this project. Bridging documents for a new 2-story 25,000 square-foot branch library and community services center including first level parking and a greatly expanded library with the latest information technology were provided. Outdoor decks provide a relaxed atmosphere for reading. Vertical load resistance is provided by steel beams and columns with infilled metal deck. Lateral load resistance is provided by concrete and masonry shear walls. Bridging documents were previously completed but the project was stopped due to the City's financial issues. The current scope includes modifications to the previous design and updating to the current 2022 CBC.

- **San Diego New Central Library.** Ms. Libby provided project management for permitting and construction administration for this 9-story concrete moment frame building with 2 levels of underground parking. Static and dynamic analyses were performed due to its irregularities. The building and the associated auditorium include many architectural features such as trellises, planters, ramps, lighting and open spaces.

- **Bonita Library and Museum.** Ms. Libby was structural project manager for this 10,118 square-foot library structure and 4,427 square-foot museum. The walls and multi-level roofs are supported by curved exposed glued laminated beams. The library contains a main high bay reading room with clerestory windows and a fireplace, a children's area, offices and a two-story storage area with a 35-foot-tall tower. Wood and steel trellises grace three of the four sides and provide a connecting element to the museum. The museum consists of high bay display rooms, offices, a store and a first aid station. Construction support services were also provided.

- **Rehabilitate ARFF Station, San Diego, CA.** Design and construction documents have been provided for the rehabilitation of the Aircraft Rescue and Fire Fighting (ARFF) Station at the San Diego Airport. This includes the expansion of the apparatus bay structure, related storage facilities, employee lockers and maintenance workshop areas as well as a separate new single-story training/fitness building. The project is on hold while funding is obtained to expand/replace the firefighters' living quarters.

- **Mount Laguna Fire Station No. 49, Mount Laguna, CA.** Structural design and construction support services were provided for this 4,900 square-foot two-story fire station which houses emergency vehicles, a first aid station and locker room and living quarters.

- **Bayside Fire Station No. 2, San Diego, CA.** Construction documents and construction support services were provided for this 3-story fire station with underground parking.

- **Hillcrest Fire Station No. 5, San Diego, CA.** This 10,731-square-foot, two-story station has 3 apparatus bays. The dormitories provide sleeping quarters for one battalion chief, two captains and six firefighters. Construction documents and construction support services were provided.

- **South Mission Beach Lifeguard Station, San Diego, CA.** Structural design and construction support services were provided for this three-story concrete lifeguard tower housing equipment, living facilities, offices and a first aid station.

- **Pacific Beach Lifeguard & Comfort Station, San Diego, CA.** This three-story concrete lifeguard tower houses emergency rescue vehicles, a first aid station, locker rooms and living quarters. A detached public restroom was also included. Structural design and construction support services were provided.

ANTON NATHANSON, PE

Electrical Engineer

Mr. Nathanson has been a part of the electrical engineering design industry for over 15 years with experience in a variety of projects including commercial, residential, educational, and military. He has experience with electrical power design, telecommunications systems design, as well as protection and distribution of low and medium voltage power systems. His expertise includes an in-depth understanding of electric code and electric power distribution systems with the ability to analyze complex engineering problems, evaluate and suggest alternatives, as well as communicate recommendations effectively.

License:
Professional Electrical Engineer, CA #E21090

Education:
Bachelor of Science in Electrical Engineering, San Diego State University

Mr. Nathanson's project experience includes:

- ✓ Imperial Beach Library - Imperial Beach, CA
- ✓ Alpine Branch Library- Alpine, CA
- ✓ Ramona Library – Ramona, CA
- ✓ Fallbrook Library – Fallbrook, CA
- ✓ San Carlos Library – San Diego, CA
- ✓ Pleasanton Library – Pleasanton, CA
- ✓ Bonita Sunnyside Library – Bonita, CA
- ✓ UC Irvine Anza Borrego Research Center - Borrego Springs, CA
- ✓ Webcore Office - San Diego, CA
- ✓ Oracle San Diego TI- San Diego, CA
- ✓ Underground Elephant- San Diego, CA
- ✓ Electra Bicycles Headquarters - Encinitas, CA
- ✓ Kitchen Creek Helibase - Cleveland National Forest, CA
- ✓ Bay Club Kitchen remodel - Carmel Valley, CA
- ✓ Civita Park comfort buildings - San Diego, CA
- ✓ Cubic Balboa Campus Office TI -San Diego, CA
- ✓ Oracle San Diego Office Consolidation - San Diego, CA
- ✓ City of Encinitas City Hall Generator Upgrades – Encinitas, CA
- ✓ Qualcomm Tower BA (Design) – San Diego, CA
- ✓ Qualcomm Building Q Rack Room – San Diego, CA
- ✓ Qualcomm Building R 1st and 3rd floor labs – San Diego, CA

DAVID WOLF, PE, CPD

Mechanical and Plumbing Engineer

David Wolf has been in the HVAC industry for over 15 years with experience in chiller design, manufacturing, and management as well as HVAC system design. As an Application Engineer, David worked with an International sales team to support sales of screw and scroll chiller systems around the world. During this time, he became an expert in chiller plant optimization in data center design, as well as heat pump/high head chiller applications. He also became an expert on seismic (OSHPD) compliance and certification.

Since his time supporting chiller sales and applications, David has served as a design engineer in the HVAC industry. He has experience designing projects in the commercial, educational, and military field including multiple projects that qualified for LEED Silver.

Mr. Wolf's project experience includes:

- ✓ San Carlos Library – San Diego, CA
- ✓ Whispering Winds Cabin Lodge – Julian, CA
- ✓ Pine Summit Camp – Big Bear, CA
- ✓ Lake Murray Village – San Diego CA
- ✓ Civita Park Recreation Facility Mission Valley – San Diego, CA
- ✓ Pechanga Resort – Temecula, CA
- ✓ VAFB Ministry Building – Vandenberg, CA
- ✓ UCSD Administration Office TI – San Diego, CA
- ✓ SDSU Research Foundation Office TI – Chula Vista, CA
- ✓ Perris 150 Walnut Office TI – Perris, CA
- ✓ PIMA Medical Institute TI – San Marcos, CA
- ✓ Union Cowork Office TI – San Marcos, CA
- ✓ Cohen Veterans Network Office TI – San Diego, CA
- ✓ Daylight Solutions Renovation – San Diego, CA
- ✓ General Atomics Building 33 TI – San Diego, CA
- ✓ The Warwick – San Diego, CA

License:

California - Professional Mechanical Engineer, #M38667

Maryland - Professional Mechanical Engineer, #48180

Alabama Professional Mechanical Engineer, #PE51475

Certified Pluming Designer CPD# 908635

LEED Green Associate (ID-10841157)

Education:

Bachelor of Science in Mechanical Engineering, Virginia Tech

Memberships:

ASHRAE Member since 2011

ASPE Member since 2016

I2SL Member since 2022

ISPE Member Since 2022

Drew George, PE

Principal

EDUCATION
BS Technology & Management, University of Maryland, 1995

INDUSTRY EXPERIENCE:
30 years

LEED CONSULTANT:
21 years

Drew has over 30 years experience in the design and construction industry, with the last 26 years focused on Sustainable Design and Construction projects. He has been involved in over 300 projects designed to achieve certification under the various LEED Rating Systems, ranging in value from $1.3 to $300 million and located all over the US. As Principal of DGP, Drew consults to design teams and owners during the programming, design and construction phases of their projects, develops and implements the project's overall LEED strategy and verifies and documents compliance with the LEED rating system requirements.

Drew has been active in the US Green Building Council (USGBC) at both the national and local levels since 1999, having served on the National Board for two years as well as founding the Washington, DC and San Diego Chapters. He wrote the organization's original "Chapter Guidelines" and was instrumental in the growth of chapters across the country. He is a LEED Accredited Professional and for 7 years taught LEED Workshops on behalf of the USGBC as a LEED Faculty member.

LICENSES & CERTIFICATIONS
Certified Building Commissioning Professional (AEEE)
Certified Quality Manager (American Society for Quality)
High Performance Building Design Professional (ASHRAE)
LEED Accredited Professional (US Green Building Council)
Professional Engineer (State of California)

INDUSTRY LEADERSHIP
National Peer Registry, US General Services Administration, 2011
LEED Faculty Member, 2001-2008
Founder, USGBC San Diego Chapter, 2002
Founder, USGBC Washington DC Chapter, 1999
Director, USGBC National Board 1999-2000
Member, US Green Building Council, 1999 - present
Founder, Big Green Discussion Group www.biggreen.org
Advisory Board, Environmental Building News

AWARDS & RECOGNITION
San Diego Excellence in Energy Award: Bacon Street Offices, 2010
California Best 2009 Top Award, Ronald McDonald House, 2009
AIA San Diego Design Award, Bacon Street Offices, 2009
Environmental Design & Construction Excellence in Design Award, 111 S. Wacker, 2006
Midwest Construction Overall Project of the Year, 111 S. Wacker (Chicago, IL), 2005
San Diego Excellence in Energy Award: George L Stevens Community Center, 2005

PROJECT EXPERIENCE WITH EC CONSTRUTORS & DOMUS
City College Child Development Center, SDCCD – LEED Silver, completed April 2021
Casa de Oro Library, County of San Diego – LEED Gold, under construction, May 2026

Gillian Dean, PE, GE

Senior Engineer

Resume

Education

- MS, Civil Engineering, Manhattan College, Bronx, NY
- BS, Civil Engineering, Manhattan College, Bronx, NY

Registrations

- State of California Geotechnical Engineer #3251
- State of California Professional Engineer #87787

Associations

- American Council of Engineering Companies (ACEC)
- American Society of Civil Engineers (ASCE)

Background

Gillian has 14 years of experience providing geotechnical design and construction consulting services including geotechnical investigations, design calculations, laboratory testing, data analysis, and construction observation. She is proficient at report preparation, construction coordination, project management, budget monitoring, computer modeling, foundation design, slope stability analysis, liquefaction analysis, site characterization, earth retaining systems, ground improvement, site-specific seismic analysis, special inspections, and comprehending project plans and specifications. Gillian has extensive experience with ASCE 7-16, Greenbook Specifications for Public Works Construction standards, and the California Building Code (CBC). She is familiar with LPILE, ALLPILE, SLIDE, GEOSTASTE, GSTABL7, Liquefy Pro, CPET-IT, MSEW, CAL FP, SPW911, USGS OpenSHA, Caltrans ARS, RISA 3-D, AISIWIN, AutoCAD Civil 3D, ArcGIS, and gINT design programs.

Project Experience

City of San Diego NTC Aquatic Center, San Diego, CA: Senior Engineer during a geotechnical investigation for a new aquatic center located at the former Naval Training Center (NTC). The project will feature a 5,000 sf pool mechanical room and indoor storage, 4,000 sf of outdoor storage, bleachers, a 50-meter competition pool, a 25-meter pool with a water slide, a splash pad, and hardscape and pavement improvements. The project will also include the renovation of an existing one-story building with a new entry plaza, lobby and reception area, office space, locker rooms, and concessions.

City of San Diego Fire Station 52, San Diego, CA: Senior Engineer during a geotechnical investigation for the design and construction of a two-story, 12,360 sf fire station for nine staff members. The design build project includes three drive-through apparatus bays, dorm rooms, a kitchen, watch room, ready room, station alerting system, 18 parking stalls, and site infrastructure. Off-site improvements will include utility upgrades, new emergency signals mid-block in the public right of way, and street and traffic improvements. Energy efficient features include on-site production of renewable energy and low carbon emissions construction and operations. The project is located within the Coastal Zone, and requires discretionary permits, surveys, and studies to meet all land-use and environmental regulations.

County of San Diego HHSA Public Health Lab, San Diego, CA: Senior Engineer during a geotechnical investigation for the $93.3 million, 50,000 sf project consisting of the design and construction of a two-story building for the Health and Human Services Agency that will also serve as the Centers for Disease Control and Prevention's lab for San Diego and Imperial Counties. The facility includes a public health laboratory with secured laboratory facilities with support spaces, bio-safety level specialty labs, a whole genome sequencing lab, administrative areas, conference/meeting space, media and training center, storage and warehouse areas. Site improvements include parking areas, site utility infrastructure, access and roadway improvements, retaining walls, landscape and hardscape, and loading areas. The project is designed to achieve LEED Gold certification.

County of San Diego Ohio Street Probation Building, San Diego, CA: Project Engineer and Project Manager during a geotechnical investigation for this design-build project which consists of the design and construction of a new, two-story building and associated improvements including parking areas, hardscape, utilities, and stormwater BMP facilities.

4373 Viewridge Avenue, Suite B
San Diego, CA 92123
858.292.7575/ usa-nova.com

Lili O'Connor has forty-six years of professional experience in landscape architectural design and planning. She has an extensive background in all aspects of landscape architectural design with an emphasis in park and recreation and public facilities design. The majority of Ms. O'Connor's recent projects incorporate sustainable design as a primary program goal. Her knowledge of Southern California's regional environmental settings, native and naturalized plant materials, irrigation design principles and environmentally preferable landscape products have reduced negative impacts on project sites.

LILI OCONNOR, PLA

Principal / Owner

COMPANY / SPECIALIZATION

Parterre / Landscape Architecture

REGISTRATION/CERTIFICATIONS

LLA CA# 1993

YEARS OF EXPERIENCE

46

EDUCATION

Bachelor of Science in Landscape Architecture, 1976, California Polytechnic State University, San Luis Obispo

PROFESSIONAL AFFILIATIONS

Not Applicable

ANTICIPATED AMOUNT OF TIME ON PROJECT

60%

COMPARABLE PROJECTS

- Casa De Oro Branch Library, San Diego, CA*
  Landscape design for a 1.7-acre site incorporating a new public library. Beyond low water usage and reduced maintenance criteria established for the site design, the planting design provides a setting for library visitors to view recommended plant material adaptable to the local region. 80% of plant material proposed for the site are California natives. A native plant garden is provided as part of the design program. The library is currently under construction.
- Imperial Beach Library, Imperial Beach, CA
  Landscape design for a 0.8-acre site incorporating a new public library. The site is immediately adjacent to Veterans Park, a large open space feature of the city. Proximity to the city's beachfront is another major influence on the site design features. A "beach dune" planting design theme that features coastal indigenous grass and succulents was installed.
- Julian Public Library Addition, Julian, CA.
  Renovation of an existing public library site brought on by a 3,300 square foot addition to the existing building. Integrating the new landscape design with the existing improvements is a focus of the design program. The planting design will reduce water consumption by 50 percent over the previous planting design theme. The project was completed in 2024.
- Rancho San Diego Library Addition, Rancho San Diego, CA.
  Renovation of an existing public library site brought on by a 400 square foot addition to the existing building. Integrating the new landscape design with the existing improvements is a focus of the design program. The project was completed in 2024.
- Cherokee Point Park, San Diego, CA.
  The park is a 2.7-acre site incorporating large lawn area, play structures, restroom, bike trail and a transportation node. Two play structures selected for different age groups anchor the new well lighted plaza separating the play areas. Accessible picnic table wrought iron benches and trash receptacles are included furnishings.

*Completed with EC Constructors Inc.

Taylor Blaine

Associate Vice President , Acoustics

Taylor Blaine is a dedicated professional with significant experience in technical architectural acoustical research and consulting. He has successfully contributed to a diverse range of projects, tackling unique challenges with expertise and precision. Taylor's extensive knowledge encompasses all areas of acoustics, including air- and structure-borne sound isolation, HVAC noise and vibration control, room shaping, finish treatments, and environmental noise.

YEARS OF EXPERIENCE
10 Years

2 Years with Salas O'Brien

PROJECT ROLE
Acoustics Consultant

EDUCATION
MS in Architectural Sciences: Acoustics, Rensselaer Polytechnic Institute

BA in Individualized Studies: Acoustics & Music, Loyola Marymount University

BA in Recording Arts, Loyola Marymount University

PROFESSIONAL AFFILIATIONS
ASA

RELEVANT EXPERIENCE

GOVERNMENT

4S Ranch County Library SAN DIEGO, CA

Gilbert Public Safety Training Facility GILBERT AZ*

Irvine City Hall Offices & Lobby IRVINE, CA*

Mesa Regional Dispatch Center MESA, AZ*

Millenia Library CHULA VISTA, CA

Oak Park Library SAN DIEGO CA

SCIF Facility PALMDALE, CA*

COMMERCIAL

ADP Tempe Building TEMPE, AZ*

AMP Research IRVINE, CA*

Apple Corporate Offices MULTIPLE LOCATIONS

DLH Convention Center ANAHEIM, CA

Dermtech SAN DIEGO, CA

General Atomics SAN DIEGO, CA

George Fischer T.I. Renovation IRWINDALE, CA*

LLNL New EOC & Office Building LIVERMORE, CA*

MUFG Union Bank TEMPE, AZ*

One Hundred Mill Office Building TEMPE, AZ*

SEVRAR Conference Center CHANDLER, AZ*

Tech Studios IRVINE, CA

Vestar Offices PHOENIX, AZ*

WebPT Office Building PHOENIX, AZ*

HIGHER EDUCATION

Arizona State University TEMPE, AZ*
Durham Language & Literature. Building; Student Pavilion; Grady Gammage Auditorium; Hayden Library; Design Studios/Workshop

CSU Long Beach BAC Press Room & Studio LONG BEACH, CA

Mira Costa College Chem & Blotech MIRA COSTA, CA

CSUN Extended Learning Building NORTHRIDGE, CA*

NAU Building 20, 3rd & 4th Flood Renovation FLAGSTAFF, AZ*

Scripps College CLAREMONT, CA*
Outdoor Classrooms; Executive Boardroom

** Completed with prior firm*

4. TECHNICAL APPROACH AND DESIGN CONCEPT

4.1.1 Conceptual Design Narrative

The overall design philosophy utilized by ECC/domus for this project is to honor the historical elements of the original 1928 Library structure and provide an addition that both compliments the historical structure while providing for present day and future of the OB Community. We have studied the Program Narratives and Space Allocation Tables closely developing a conceptual design that meets program goals while working around existing site constraints and the requirement to meet historical standards for the original library structure.

Exterior Design Considerations:

The design approach for the project incorporates a blend of representing the culture and community of Ocean Beach, respecting the history of the existing library as well as designing an addition that will serve this community in the next millennia. The design creates a strong Civic presence at the intersection of Sunset Cliffs and Santa Monica. For those entering Ocean Beach from the East, this location marks the entrance to the civic and commercial core of OB. Our approach to preserving the historic integrity of the existing building will bring back the clean, open, and welcoming presence of the library to the community.

The exterior of the historic structure will be improved in a manner consistent with the Secretary of the Interior's Standards for renovating of historic structures. The stucco will be repaired as needed and painted to match as close as possible to original color. The existing heavier texture, with the masonry substrate translating through the stucco will be maintained. There are (2) large windows facing onto Sunset Cliffs and Santa Monica that were replaced with aluminum windows in the 1962 addition. These will be removed and replaced with new wood windows similar to the original windows. Since the original windows are gone, replacement with a similar material is an acceptable approach as it reinforces the original character. These windows will have dual glazing which will improve thermal and acoustic performance as well as rendering them as not original, but sympathetic to the past. The existing wood windows, shutters, and spindles near the main entry will be repaired to allow these original pieces to remain as character defining elements. Additionally with the 1962 renovations, the original wood shingle roofing was removed and replaced with asphalt composition shingle roofing. The concept removes the asphalt shingles and re-roofs the historic structure with lightweight concrete cedar shake that resembles the original roofing material. This will restore the look-and-character of the original 1928 library, but like the two large windows will be distinct from the original materials but create a sympathetic character and fabric.

The 1962 addition will be removed in its entirety. The new addition will be distinct from the historic portion of the project by having planar offsets, higher flat roofline and parapets, smoother stucco finish, and aluminum windows as well as a more open and light-filled composition. All these elements will create a clear distinction between the 1928 historic structure and the proposed addition. Where the 1962 addition will be removed on the back/alley side, there were three original windows that were removed. By demolishing the 1962 addition, these openings can be re-installed, with new windows and doors restoring the light, air, and access, but being distinct from original historic elements.

The new addition portion of the project has large windows to connect the library spaces to the community. The most prominent feature of the street side of the project is the Community Room. It will have high ceilings, lots of glass and large multi-panel sliding doors to physically

open the space to the Santa Monica and Community Patio. Additionally, these large windows and doors will create an open and welcoming presence for the library.

One of the greatest features of this concept is the creation of the secure outdoor patio space on the back side of the library. This space will be shielded from the bustling energy of this portion of Ocean Beach. By restoring the three openings in the historic structure, there are opportunities to allow library functions to flow outdoors for added program space. This may be as simple as outdoor reading areas, or children's story time or crafts. This space is secure, higher than the alley and will have soft landscaping to give it a garden feel, a sanctuary of peace within a remarkably busy portion of the community.

The intent of the exterior design of the overall library is to preserve the historic fabric, provide new, modern functional space for the library as well as attempt to embody the spirit of the community of Ocean Beach.

Interior Design Considerations:

The intent of the interior design for the library will be one that respects the character of the historic structure but also brings in fresh, bright, and contemporary finishes. There will be recall to the original 1928 space with existing columns at primary entry remaining as well as the appearance of wood beams at existing I-beams. Existing hard ceiling will be replaced with new acoustic ceilings for better acoustical performance and access to ceiling spaces for modern equipment and technology devices. This space will also receive new flooring and lighting consistent with Library requirements. We would anticipate working with City staff, and potentially others at the City's discretion, to develop a material and color palette that is durable, functional but also embodies the spirit and culture of the Ocean Beach community. This could manifest in ocean themed motifs, historic or OB iconic imagery, capturing the unique characteristics of Ocean Beach.

The furnishings will reinforce the design themes developed for the overall feel of the library. They could manifest light-colored woods and/or ocean themed solid surface materials. In the Children's Area the furniture will be appropriately scaled as well as be flexible to allow varied programs and activities. In the Adult Areas there will be a mix of formal tables, soft seating, and book/media shelving. The soft seating will be dispersed throughout the library to create quiet zones and interest. There will be two "Living Room" spaces; one in the periodical area looking onto the garden patio and one in the adult non-fiction area looking out onto Santa Monica. These can serve as quiet zones for immersive reading. The Teen area is autonomous and has an opportunity to have its own, more vibrant, and youthful design motif. This can be reflected in the furnishing types, games, and computer study areas as well as flooring, wall, and ceiling materials. There are three study rooms distributed throughout the library. The intent is that these can be used by all age groups for work, team projects, or other activities. The community room will have durable flooring, high acoustic ceilings as well as an integral audio and video system and wet kitchenette area.

4.1.2 Visual Representations

See Attached Plan Sheets

4.1.3 Preliminary Space Plans

See Attached Floor Plans

VIEW OF LIBRARY FROM SUNSET CLIFFS AND SANTA MONICA

OCEAN BEACH LIBRARY K-25-2391-DB2-3
EC Constructors

VIEW OF LIBRARY FROM SANTA MONICA

OCEAN BEACH LIBRARY K-25-2391-DB2-3
EC Constructors

VIEW OF LIBRARY FROM ALLEY SHOWING REAR ENTRANCE

OCEAN BEACH LIBRARY K-25-2391-DB2-3
EC Constructors

LIBRARY ENTRANCE SHOWING SERVICE AREA AND GREAT ROOM

OCEAN BEACH LIBRARY K-25-2391-DB2-3
EC Constructors

VIEW FROM ENTRANCE TO CHILDREN'S AREA

OCEAN BEACH LIBRARY K-25-2391-DB2-3
EC Constructors

VIEW FROM SERVICE AREA TO ADULT, PUBLIC COMPUTER AREAS

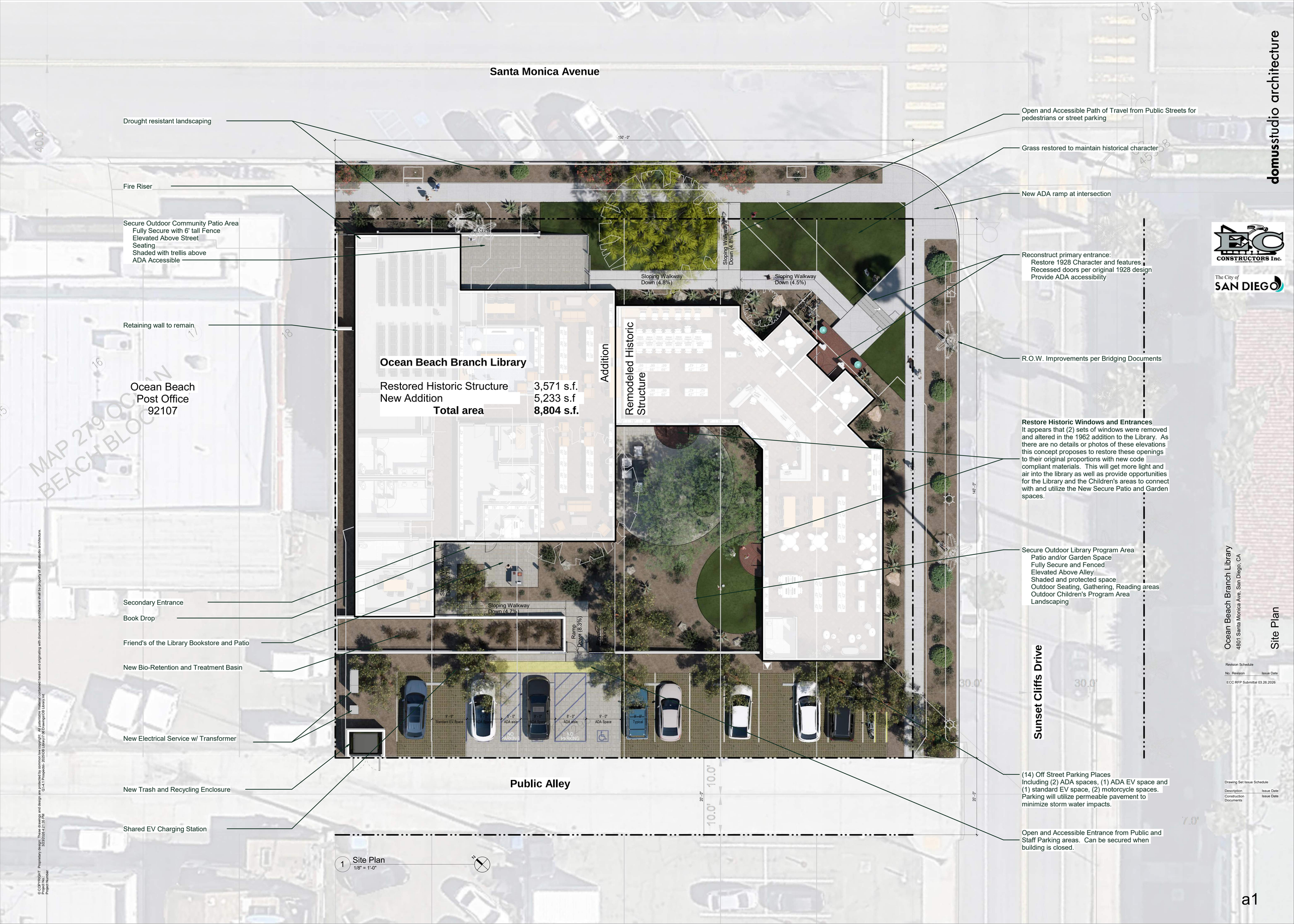
OCEAN BEACH LIBRARY K-25-2391-DB2-3
EC Constructors

VIEW FROM ADULT NON-FICTION SEATING AREA TO PERIODICAL

OCEAN BEACH LIBRARY K-25-2391-DB2-3
EC Constructors

VIEW OF COMMUNITY ROOM

OCEAN BEACH LIBRARY K-25-2391-DB2-3
EC Constructors



1 Site Plan
1/8" = 1'-0"

domusstudio architecture

EC CONSTRUCTORS Inc.

The City of SAN DIEGO

Ocean Beach Branch Library
4801 Santa Monica Ave, San Diego, CA

Site Plan

Revision Schedule

No.	Revision	Issue Date

ECC RFP Submittal 03.26.2026

Drawing Set Issue Schedule

Description	Issue Date
Construction Documents	Issue Date

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1 Technical Floor Plan
1/8" = 1'-0"

areas

- 1 interior space
- 2 community space
- 3 browsing
- 4 staff areas
- 5 children's areas
- 6 adult areas
- 7 support spaces
- 8 core facotor / circulation

Program Area Summary

Room Name	Program Area	Proposed Area	notes
1 interior space			
lobby	**200 SF**	**251 SF**	includes circulation
friends bookstore	**120 SF**	**119 SF**	
customer service	**200 SF**	**192 SF**	2 - 3 work stations
rear lobby	**80 SF**	**80 SF**	
	600 SF	643 SF	
2 community space			
community room	**1,100 SF**	**1,072 SF**	
community room storage	**200 SF**	**140 SF**	includes kitchenette
restroom	**250 SF**	**190 SF**	3 plumbing fixtures
restroom	**250 SF**	**190 SF**	3 plumbing fixtures
	1,800 SF	1,592 SF	
3 browsing			
public computers	**350 SF**	**350 SF**	
photocopy alcove	**80 SF**	**79 SF**	
	430 SF	429 SF	
4 staff areas			
workroom	**300 SF**	**309 SF**	3 work stations
manager's office	**100 SF**	**94 SF**	
office	**75 SF**	**Not Placed**	part of workroom
staff lounge	**200 SF**	**260 SF**	
staff restroom	**60 SF**	**92 SF**	
book drop	**50 SF**	**50 SF**	
	785 SF	804 SF	
5 children's areas			
children's collection	**1,200 SF**	**834 SF**	
storytime	**90 SF**	**93 SF**	
family restroom	**100 SF**	**82 SF**	
homework / study	**0 SF**	**142 SF**	part of children's
juvenile collection / OPAC	**0 SF**	**396 SF**	part of children's
	1,390 SF	1,546 SF	
6 adult areas			
adult non fiction	**500 SF**	**502 SF**	
adult fiction	**350 SF**	**351 SF**	
adult periodicals	**150 SF**	**150 SF**	
adult reference	**150 SF**	**156 SF**	
teen room	**350 SF**	**352 SF**	
study room	**0 SF**	**119 SF**	added area
study room	**0 SF**	**92 SF**	added area
study room	**130 SF**	**92 SF**	
world languages	**0 SF**	**82 SF**	missing from program
	1,630 SF	1,897 SF	
7 support spaces			
fire riser	**70 SF**	**14 SF**	
storage	**100 SF**	**50 SF**	
custodian	**60 SF**	**61 SF**	
IT	**100 SF**	**19 SF**	
	330 SF	143 SF	
8 core facotor / circulation			
circulation	**995 SF**	**172 SF**	
circulation	**0 SF**	**777 SF**	
	995 SF	949 SF	
structure	**0SF**	**801SF**	
		801 SF	
Grand total: 37	7,960SF	8,804SF	

domusstudio architecture

CONSTRUCTORS Inc.
LICENSE NO. 1000777

The City of SAN DIEGO

Ocean Beach Branch Library
4801 Santa Monica Ave, San Diego, CA

Technical Floor Plan

Revision Schedule

No.	Revision	Issue Date

ECC RFP Submittal 03.26.2026

Drawing Set Issue Schedule

Description	Issue Date
Construction Documents	Issue Date

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Multi-Panel sliding doors to open Community Room to Santa Monica Street and community Room Patio

Community Room
A large flexible public meeting room. There is both interior and exterior access to the room. There are large multi-panel sliding glass doors in the corner to open the space to the secured patio and/or to Santa Monica Avenue. The room will have audio and video capability as well as acoustical treatments and isolation to/from other Library spaces.

Study/Seminar Room
This is a larger individual study or seminar room for use by the public. This one is located near the adult and teen areas, offering additional space for group meetings or isolated workspace (could open to Teen Room)

Adult Non-Fiction Area
Free standing 66" tall shelving and wall mounted 78" tall shelving. There are clusters of soft seating with one 'living room' space near a new window fronting onto Santa Monica Avenue.

Teen Room
Autonomous and defined space for teenagers will feature youthful and energetic furnishings and artwork. Teen collection of graphic novels and other media will be provided. soft seating, computer workstations and potentially video games or other media can be provided.

Community Room Support
There is a large room for storage of tables and chairs, as well as a kitchenette with a ref., m/w and sink that can be secured.

RFID Book/Media Security Detection and roll down security screen

Public Drinking Fountain

Public Restrooms
2 restrooms with (3) w/c or urinals for use by the public. These restrooms will be accessible at all times that the Library and/or the Community Room is open.

Staff Work Area
Open work area with flexible shelving, rolling carts and tables, an areas for staff lockers and connected to book drop. 3 staff workstations plus one Branch manager's office. This space has a connection to the work area and has visibility onto the public library areas.

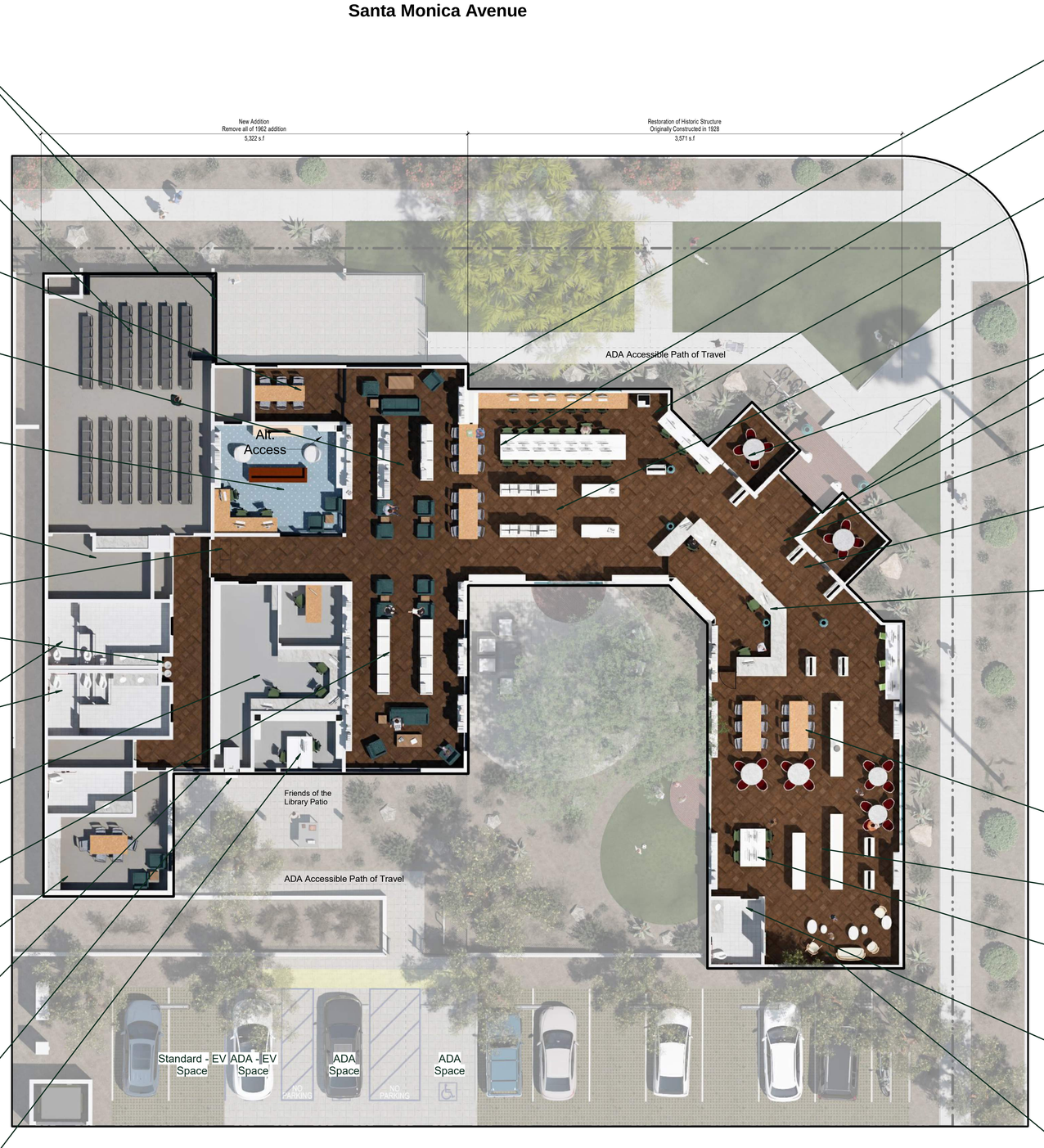
Adult Fiction Area
Free standing 66" tall shelving and wall mounted 78" tall shelving. Periodicals will be located in this area. There are clusters of soft seating with one 'living room' space near new windows that front onto the new rear patio and garden area

Staff Break Room
Located near vehicular entrance, isolated for sanctity and peace, potential for light and air. Built in kitchenette and attached restroom

Rear Entrance
Located off of rear patio space. Can be isolated/secured from main library spaces for after-hours events

Book Drop
Located off of rear patio space. Can be accessed for after-hours return of materials - Lyngsoe Library Mate 2100

Friends of the Library Bookstore
While not at the entrance off of Sunset Cliffs, this location affords the F.O.L. an opportunity to be visible and accessible from the vehicular entrance to the Library, as well as offers some outdoor patio space for overflow working space and book sales in a more pastoral and protected setting. (2) workstations and shelving



Flexible Work Tables
Potential seating and working area for patrons between Non-Fiction, Reference and World Languages collections

Public Access Computers
(20) public access computer workstation for public access and use. This area is in close proximity to customer service area for assistance and visibility

(2) Self-Check Out stations and (1) additional OPAC work station adjacent to public photocopier

Adult Reference / World Languages / A-V Collections
42" and 66" high free standing shelving and wall shelving. Open to primary circulation areas

(2) Study/Seminar Rooms for Public Use with glass in doors

Public Art and Community Event Display Area

RFID Book/Media Security Detection

Great Room / Marketplace
Informal display/browsing elements in Entrance Lobby

Primary Customer Service Desk
(3) workstations and one OPAC public work station. Centrally located for intuitive way-finding as well as staff visibility to most areas of library collections. There are opportunities for a central customer service point as well at perimeter stations facing the children's and adult collections for specialized services. There also is shelving behind the desk for reserves or re-stocks - some reserves could be self-service.

Sunset Cliffs Drive

Juvenile / Children's Areas
These collections have been located in this portion of the Library to segregate them from the other collections and public areas of the library for safety and acoustical reasons. It also allows access to the secured patio and garden area for outdoor activities.

Children's Collection
with low movable shelving, bins and furniture to allow for flexible configurations.

Children's (and Juvenile) Computer Stations
Potential additional computer stations with companion seating for homework or other programs

Family Restroom with changing facilities

Children's Programs and Story Time Area
Uniquely themed and flexible use area. Diverse and creative furnishings to provide individual, small or large group presentations. Acoustical celings and wall treatment as well at 'manipulatative' panels on select walls for fine motor skills and acuity.

1 Illustrative Floor Plan
1/8" = 1'-0"

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CONSTRUCTORS Inc.

The City of SAN DIEGO

Ocean Beach Branch Library
4801 Santa Monica Ave, San Diego, CA

Illustrative Floor Plan

Revision Schedule

No.	Revision	Issue Date
	ECC RFP Submittal 03.26.2026	

Drawing Set Issue Schedule

Description	Issue Date
Construction Documents	Issue Date

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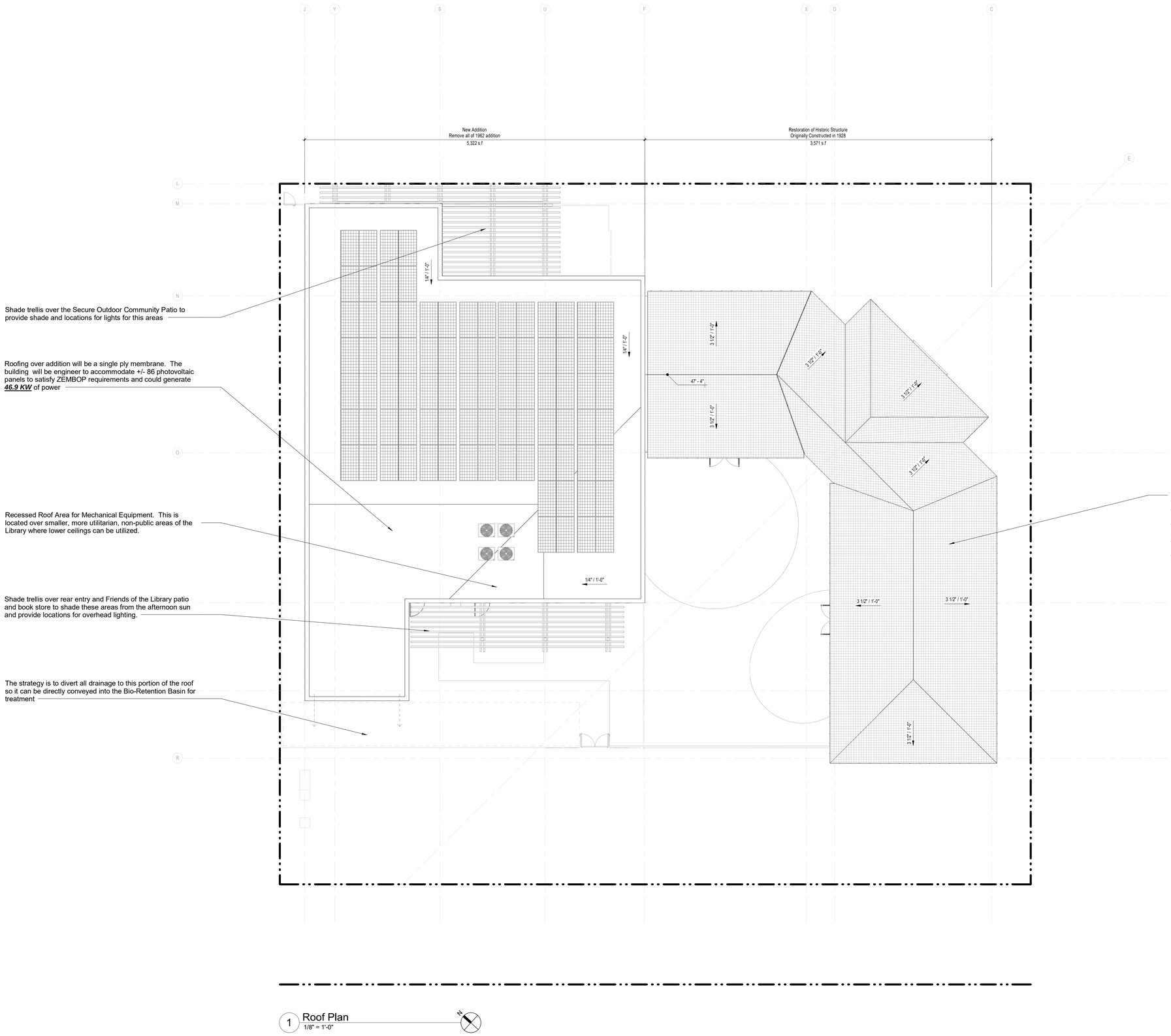

Shade trellis over the Secure Outdoor Community Patio to provide shade and locations for lights for this areas

Roofing over addition will be a single ply membrane. The building will be engineer to accommodate +/- 86 photovoltaic panels to satisfy ZEMBOP requirements and could generate ***46.9 KW*** of power

Recessed Roof Area for Mechanical Equipment. This is located over smaller, more utilitarian, non-public areas of the Library where lower ceilings can be utilized.

Shade trellis over rear entry and Friends of the Library patio and book store to shade these areas from the afternoon sun and provide locations for overhead lighting.

The strategy is to divert all drainage to this portion of the roof so it can be directly conveyed into the Bio-Retention Basin for treatment

Original 1928 Historic Structure had wood shingle roofing. This was replaced with composition asphalt shingle roofing in the 1962 renovation of the building.

This project proposes to install a new lightweight concrete composite roofing that simulates wood shingles to bring back the 1928 character of the structure:

Westlake Cedarlite 600 or equal

1 Roof Plan
1/8" = 1'-0"

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Ocean Beach Branch Library
4801 Santa Monica Ave, San Diego, CA

Roof Plan

Revision Schedule

No.	Revision	Issue Date
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Drawing Set Issue Schedule

Description	Issue Date
Construction Documents	Issue Date

a4

Original 1928 Historic Structure had wood shingle roofing. This was replaced with composition asphalt shingle roofing in the 1962 renovation of the building. This project proposes to install a new lightweight concrete composite roofing that simulates wood shingles to bring back the 1928 character of the structure:
Westlake Cedarlite 600 or equal

Restored and Re-Stained Existing exposed rafters and sheathing

maximum height 48.00
Roof 42.50
Level 1 32.00

1 North East - Eleavtion
1/8" = 1'-0"

Repair existing stucco on walls of historic portion of structure. This will maintain the original texture showing the masonry structure below.

Existing Metal Window installed in 1962 shall be removed and replaced with new wood window with dual glazing for enhanced thermal and acoustical performance. The layout and finish shall relect the historical window.

Reconstruct primary entrance:
- Restore 1928 Character and features
- Recessed doors per original 1928 design
- Provide ADA accessibility

Restore 2 historic existing wood windows, spindles and shutters. Paint and install new 3/8" laminated glass with UV resistant inter-layer, color to match original 1928 details.

Existing Metal Window installed in 1962 shall be removed and replaced with new wood window with dual glazing for enhanced thermal and acoustical performance. The layout and finish shall relect the historical window.

maximum height 48.00
Roof 42.50
Level 1 32.00

2 North - Elevation
1/8" = 1'-0"

Roof-line of new addition shall be taller than the existing historic structure with a flat roof and parapets to differentiate the new structure from the historic structure.

Shade trellis over the Secure Outdoor Community Patio to provide shade and locations for lights for this areas

maximum height 48.00
Roof 42.50

Multi-Panel sliding doors to open Community Room to Santa Monica Street and community Room Patio

Level 1 32.00

3 North West - Elevation
1/8" = 1'-0"

Windows at new addition shall be aluminum storefront with dual glazing for enhanced thermal and acoustical performance

Stucco at new addition shall be a light sand finish in a complimentary color, smoother and less coarse than the existing stucco to differentiate the new structure from the historic structure.

Shade trellis over rear entry and Friends of the Library patio and book store to shade these areas from the afternoon sun and provide locations for overhead lighting.

Rear Entrance
Located off of rear patio space. Can be isolated/secured from main library spaces for after-hours events

Book Drop
Located off of rear patio space. Can be accessed for after-hours return of materials - Lyngsoe Library Mate 2100

Friends of the Library Bookstore
While not at the entrance off of Sunset Cliffs, this location affords the F.O.L. an opportunity to be visible and accessible from the vehicular entrance to the Library, as well as offers some outdoor patio space for overflow space and book sales in a more pastoral and protected setting.

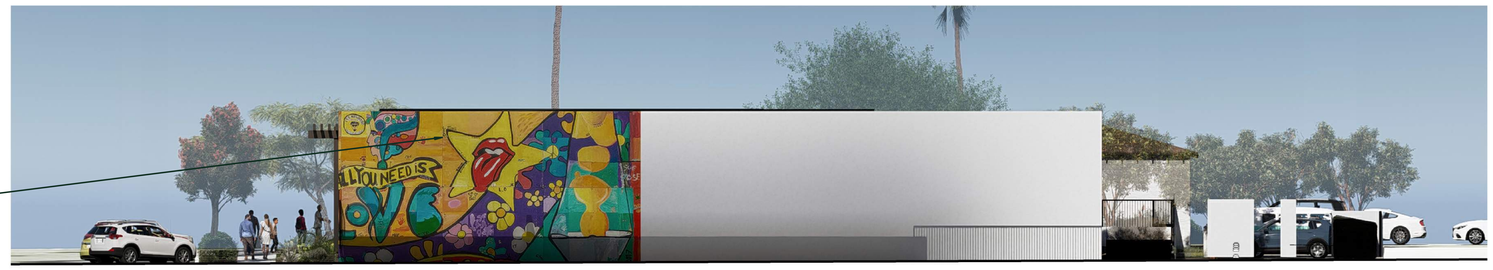
Open and Accessible Entrance from Public and Staff Parking areas. Can be secured when building is closed.

maximum height 48.00
Roof 42.50
Level 1 32.00

4 South East - Elevation
1/8" = 1'-0"

Restore Historic Windows and Entrances
It appears that (2) sets of windows were removed and altered in the 1962 addition to the Library. As there are no details or photos of these elevations this concept proposes to restore these openings to their original proportions with new code compliant materials. This will get more light and air into the library as well as provide opportunities for the Library and the Children's areas to connect with and utilize the New Secure Patio and Garden spaces.

Although not included with the project, there is an opportunity for Public Art on the facade of the new Community Room. This could be a mural, mosaic or other media expressive of the spirit of the Ocean Beach community



maximum height 48.00
Roof 42.50
Level 1 32.00

5 South West - Elevation
1/8" = 1'-0"

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Ocean Beach Branch Library
4801 Santa Monica Ave, San Diego, CA

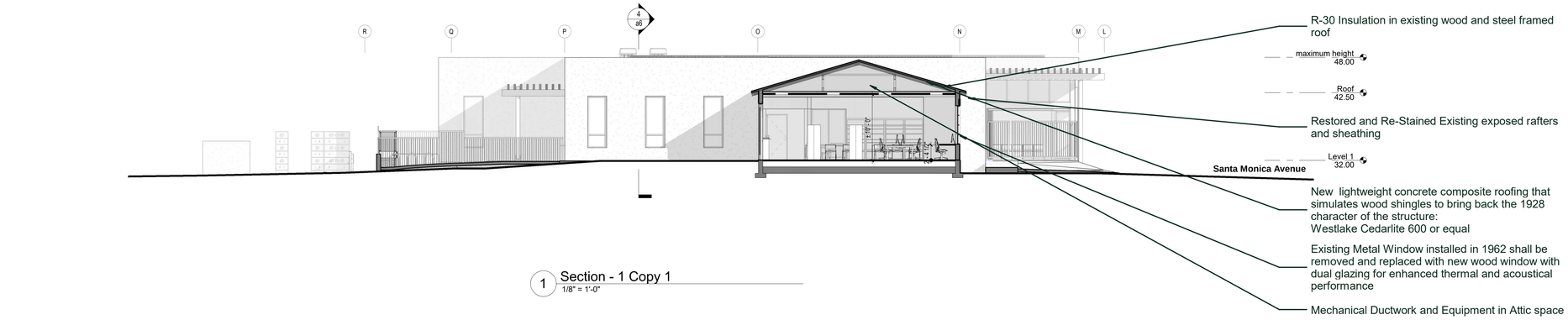
Color Elevations

Revision Schedule

No.	Revision	Issue Date
	ECC RFP Submittal 03.26.2026	

Drawing Set Issue Schedule

Description	Issue Date
Construction Documents	Issue Date



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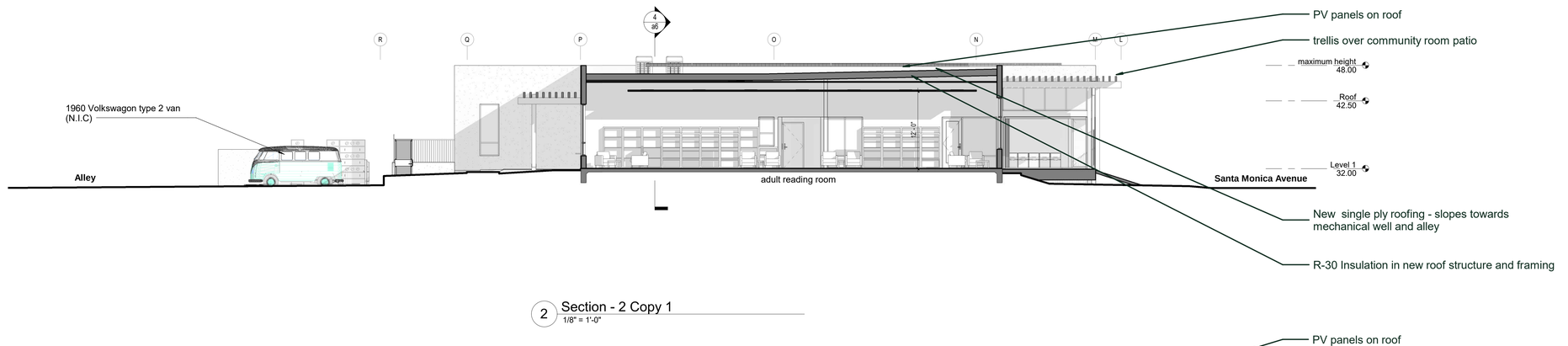

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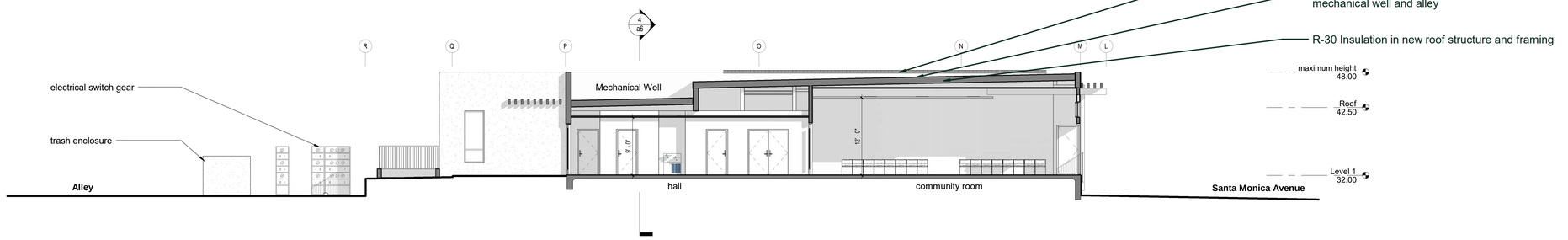

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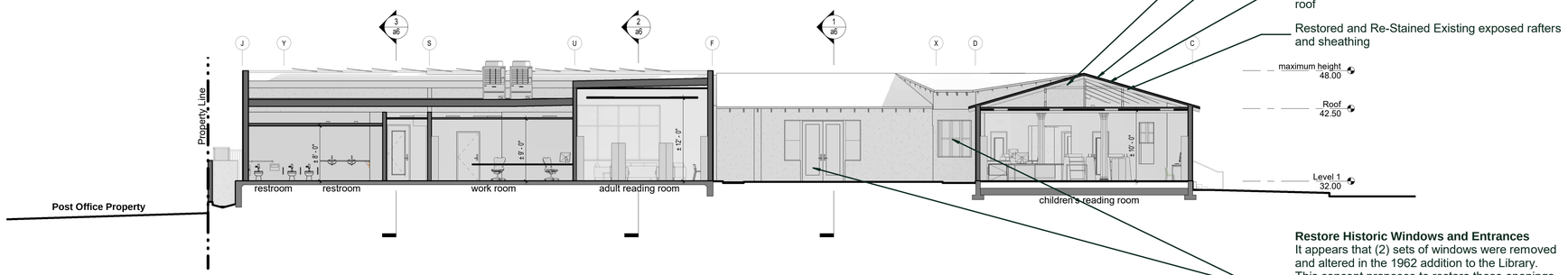

4 Section - 4 Copy 1
1/8" = 1'-0"

Restore Historic Windows and Entrances
It appears that (2) sets of windows were removed and altered in the 1962 addition to the Library. This concept proposes to restore these openings and install new wood windows and doors. This will get more light and air into the library as well as provide opportunities for the Library and the Children's areas to connect with and utilize the New Secure Patio and Garden spaces.

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The City of SAN DIEGO

Ocean Beach Branch Library
4801 Santa Monica Ave, San Diego, CA

Sections

Revision Schedule

No.	Revision	Issue Date
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4.1.4 Aesthetics and Functionality

ECC and domus have studied the Program Narratives and Space Tables in the RFP to develop a concept design that meet the RFP requirements while working within the constraints of the existing site and honoring the historical elements of the original OB Library. Section 4.1.1 above and renderings provide our approach to meeting the aesthetics of both exterior and interior. Our renderings provide potential colors for exterior and interior portions of the library. However, we prefer to work with City Project Team to develop a full color board during the design process. We envision a color pallet that honors the historical nature of the original library and the future of the OB Community.

The space planning and layout of the library is based upon being open and welcoming, maintaining sightlines and control as well as being sympathetic to avoiding conflicting use adjacencies. For example, the Children and Juveniles are in the original library space. This gives them a safe and defined zone isolated from the other areas of the library and able to be closely monitored by staff at Customer Service Desk. The adult collections too are co-located with pockets of soft seating and individual work areas. At the main entrance there are opportunities for informal browsing as well as the main customer service area. From the service desk, staff can see and monitor most of the areas of the library, certainly the entrances and key public areas like the public access computers and copiers.

There are two entrances to the library; one off the intersection and one off the alley where parking is available. The front entrance is through the restored historic entrance and aligned with the service desk. The secondary entrance is configured such that this can access the community room and restrooms if the library is closed. Both entrances are ADA accessible and will have RFID book/media sensors.

The staff areas are located off the rear entrance. This is so staff can be proximate to the parking areas and book drop. The staff areas also front onto the library collection area for quick access and secondary observation opportunities. The Friends of the Library Bookstore is located near the staff area. In this location, they can have frontage onto the rear entrance, as well as an outdoor patio area to expand their footprint and potentially create a display or sales area adjacent to secondary library entrance.

The community room can be accessed off the front on Santa Monica or via the rear entrance off the parking area. Again, both access points will be ADA compliant. The entrance off Santa Moncia will be through an outdoor, secure patio space. The community room, with wet kitchenette and restrooms, can be used after hours with a roll-down security screen separating the library spaces.

Our concept creates secure outdoor patio space which is visible and accessible off the Great Room and Children's area. There will be secure fencing to isolate and protect this area. There will be a combination of pavers as well as landscaping to allow many flexible library activities, passive reading, children's programs, additional meeting space, or intergenerational activities. This area will be shielded from the road activity and noise by the buildings. It will be separated from the alley by fencing, gates and it will site ~30" higher than the alley. This space is an added value and attribute for this concept.

4.1.5 Schedule and Budget Alignment

The concept design proposed by ECC allows the project to meet the desired schedule duration and turnover of the library no later than December 2028. The concept design also aligns with requirements of the project scope as defined in the RFP documents. As mentioned during the pre-proposal site visit and in communications with City during the proposal process, meeting the program requirements, codes requirements, and various State and Local regulations as required by the RFP makes it challenging to deliver this project within the updated budget issued by City. We look forward to the ability to discuss this further with City during the review and potential interview process.

4.1.6 Incorporation of Bid Alternates

ECC and domus have worked tirelessly to develop an efficient floor plan that meets the programming and functional requirements indicated in RFP and clarified in Addenda. ECC is providing a few voluntary alternates for City to consider during the review process. These include: 1) Utilizing decorative asphalt shingles at the historic portion of the facility in lieu of roof tile that more closely resemble the original roof 2) Utilizing existing domestic water laterals and meters in lieu of providing new domestic water and irrigation laterals 3) Eliminate walls & fence to secure back patio area 4) Remove Community Patio from Program 5) Complete Demolition & Abatement of Two-Story Annex Building under separate contract 6) Remove requirement for LEED Silver Certification

4.1.7 Proposed Enhancements or Alternatives

Our concept design enhances the historical renovation of the original OB Library by removing the 1962 addition. Keeping the 1962 addition actually creates issues with structural design as that portion of the existing structure would not be permitted under the Historical Building Code (HBC) likely causing us to incur costs to structurally upgrade the entire existing structure since that addition is not separated from the original structure. By removing the 1962 addition, we can permit the original structure under the HBC and fully honor the historical aspects of the original library. This approach also allows for the development of the exterior patio spaces off the Adult and Children’s Area providing a low cost but significant enhancement for the community.

Our proposal includes enhanced coating systems for all exterior electrical and mechanical equipment to provide greater protection for long-term viability of this equipment in the salt-air environment of OB.

Another low-cost enhancement we are offering is the outside patio area off at the backside of the facility for use by Friends of the Library. There is really no viable interior space to be utilized by FOL personnel without taking away from another program requirement.

The existing Library has an issue with homeless camping at the backside of the facility near the existing parking lot. We have proposed to secure the patio areas off the Adult and Children’s areas in a manner that would keep the homeless from entering that space. We will work with City Team to discuss after-hours access for Bookdrop and Community Room versus security of that area during the design process.

4.1.8 Presentation Package

We believe we have provided a concise and well-organized proposal package that follows RFP layout and requirements.

4.1.9 Sustainability Strategy

ECC Team shall employ all practical and applicable green building strategies as required by City of San Diego and Cal Green Standards. Strategies include, but are not limited to:

Construction Activity Pollution Prevention: ECC Team shall develop Water Pollution Control Plan (WPCP) to be implemented during construction in compliance with State General Permit requirements. ECC shall actively manage potential erosion of soils from project site, ensure adjacent streets and alley remain clean and free of construction debris & track-out, and cover all stored materials, dumpsters, and soil piles.

Construction Waste Management Plan: ECC utilizes Waste Management for collection and disposal of general construction waste/debris. Waste Management tracks all waste removed from the project site and implements strategies to dispose of such debris in a manner to comply with requirements of 75% diversion of construction waste from landfills. Additionally, ECC requires demolition subcontractor to track all demolition waste removed from site to meet diversion requirements, including ensuring all asphalt and concrete debris are deposited at a recycle facility. Final waste management reports will be provided to City as required.

Building and Materials Reuse: This project includes reuse of existing historical building structure to be integrated into the expanded library design. Additionally, all asphalt and concrete debris from this project will be recycled and utilized where appropriate on other construction projects. ECC shall utilize recycled materials where possible for this project, including potentially use of recycled base under unit paver parking areas.

Storm Water Design: Stormwater Management is a major area where improvements are proposed beyond the Bridging documents. The Bridging documents called for bioretention basins along the front side of the existing historic building and for a capture and reuse system in the back. Bioretention basins along the front of the building are not feasible for two reasons. First, there is not enough depth and fall available as needed for a bioretention basin to gravity flow out the curb face. Second, a raised planter along the front of the existing library would significantly impact the historic nature of the building and cut off ventilation required for the raised floor. Instead, we proposed to install area drains along the front of the building and route this storm drain around to the back for treatment. Capture and reuse is not recommended due to the insufficient volume supply of stormwater that could be captured and very low demand for use of that water, which would not justify the cost and maintenance for such a system. Infiltration is also not feasible due to high groundwater levels. We propose a raised bioretention basin that will collect runoff directly from the roof of the addition. In order to treat runoff from the existing building, a small pump is proposed to lift the water into the top of the bioretention basin. The subdrains for the biobasin can then gravity flow discharge into the alley as in the existing condition. Permeable pavers will be utilized for the rear parking area to reduce impervious area and avoid difficulty in capturing runoff from this back area.

Water Efficient Landscaping: Water efficient landscape will be utilized as much as possible on this project while meeting the desire for turf areas to meet historical elements of the project.

Recycled Content, Regional, and Rapidly Renewable Materials: We are proposing a wood structure for the addition. Wood is regionally harvested and rapidly renewable building material. Utilization of wood framing also reduces embodied carbon emissions as compared to steel materials. Additionally, ECC proposes to utilize low carbon reinforcing steel for concrete foundation.

Thermal Comfort: We propose to achieve occupant satisfaction with temperature, humidity, and air movement while minimizing energy consumption, carbon emissions, and environmental impacts. The existing structure from 1928 has masonry walls which provide for excellent thermal massing reducing potential for heat loss or heat gain within that area of new library. We plan to add R-30 insulation to the underside of the roof structure at the existing sloped roofs to further improve the energy efficiency of the original library structure. The addition will have minimum R-19 wall insulation and R-30 roof insulation. All new windows will have dual glazing to enhance building envelope as it relates to energy efficiency and thermal comfort.

Optimize Energy Performance: We propose to utilize Heat Pump VRF System to optimize energy efficiency and maintain thermal comfort for the building occupants. These VRF systems optimize energy efficiency by using inverter-driven compressors that match capacity to real-time, provide zone specific heating or cooling loads, rather than operating at full capacity continuously. VRF Systems also offer precise zoning control allowing individual indoor units to operate independently in specific rooms or zones, ensuring energy is only used where needed and avoids over-conditioning spaces. By utilizing refrigerant to transport energy directly to indoor units rather than utilizing large amounts of conditioned air via ducts, VRF systems minimize transport energy waste.

Indoor Air Quality and Low-Emitting Materials: ECC and domus shall select low emitting materials and Low-VOC materials including paint, carpet, resilient flooring, formaldehyde-free products. We complied with LEED Gold requirements for CDO Library and will make every effort to select similar products to be utilized on this project.

Daylights & Views: Our concept design utilizes glazing to enhance natural daylighting opportunities for this facility as well as create views of the outside for library patrons.

4.1.10 LEED and ZEMBOP Compliance

The project will be designed to LEED Silver level with 50-59 LEED Points. This will be attained by on-site energy production, energy efficient lighting and mechanical systems, water conserving equipment as well as historic building reuse. An important note is that the project needs to be registered with the US Green Building Council before June 30, 2026, to qualify under LEED V4 requirements.

This new library facility will be provided with a grid-connected Photovoltaic System sized for net zero operation of the building’s annual energy consumption based upon design calculations and EUI targets applicable to this type of facility. It is our goal to meet or beat the EUI target of 28 included in Council Policy 900-03 for newly constructed library facilities in this partially new and partially renovated library facility.

We shall provide conduits for EV Charging Stations to be provided by City Contractor as indicated in RFP documents.

We propose to remove the existing gas service. The new facility will not have any natural gas use.

5. CONSTRUCTION PLAN

5.1.1 Construction Approach & Methods (Design)

EC Constructors (ECC) approach to design build is to have the same team collaborate on the design and construction phase. ECC does not utilize “Design Manager” that hands the project off to Construction Project Manager. Our management teams are trained to manage the design and construction process to ensure efficient and effective transition from design & permitting to construction phase of the project. This approach also provides continuity in coordination with City Team in the execution of the entire project.

All design and construction team members shall be managed as a single cohesive team starting with the proposal and continuing through construction. This shall be accomplished by involving the key management members of ECC, domus, and design consultants in the design and construction process from beginning to end. This integrated team management is achieved by the Project Manager collaborating to keep the team focused on the project and shall maintain effective team communication through meetings, discussions, and the exchange of information. Our team shall utilize a collaborative Procore site and Bluebeam Sessions to communicate schedules and facilitate discussion/collaboration between design and construction team members as well as City Team. Web meetings shall be used to bring team members together to discuss design issues in real time as necessary. These tools facilitate instant and effective communication amongst all team participants.

The schematic design phase shall commence after the project kickoff meeting and shall consist of one or more meetings with City Representatives to review the concept plans. This meeting, or meetings, will review how the proposed design meets program requirements and provides opportunity to discuss operational concerns with end users. There is a lot to consider with the limitations of the site and working around existing historical structure. Subsequent to this coordination effort, we will move into design development and then into construction documents.

5.1.2 Plan for Phasing of Construction Activities

We see three elements to phasing of construction activities for this project. Our approach to the project is to work with City Project Team and DSD to develop three (3) design & permitting packages. Package #1 would be for demolition, minor grading, and preliminary drainage design. Package #2 would be Building Permit Package, including final SWQMP reports. Package #3 would be off-site improvements, including relocation of existing traffic signal pole and utility laterals as coordinated with PUD.

As noted in the design approach, we are removing the 1962 addition along with the two-story annex and site clearing. Therefore, we are proposing to obtain a demolition, minor grading, and drainage permit to facilitate removal of these structures along with selective demolition of components of the existing library structure concurrent with completing the design and building permit process with City Team and DSD. This approach will allow us to complete selective demolition of the existing structure to allow for review of existing conditions and coordinate with City and design team to include this information in the final submittal to DSD for building permit processing. We believe this will assist the team in avoiding unforeseen issues that could delay the construction process once we obtain the

building permit. This package will also allow for minor grading to create building pad at the area of the addition as well as WPCP plan for site.

During the design phase, ECC Project Team will coordinate with City Team to develop the schedule and phasing of the offsite work. As indicated below, we plan to request City to allow us to close the sidewalk and parking area on Santa Monica to allow us to utilize this area for secondary staging/access and placement of construction trailer. However, we plan to keep the corner ADA curb ramps and sidewalk along Sunset Cliffs open as much as possible. We will not shut those ramps and walks down until later in the project when required to complete the off-site work in that area.

5.1.3 Proposed Safety Program

ECC maintains a robust safety program that complies with OSHA requirements. It is the policy of ECC to provide a safe and healthy work environment for all employees and subcontractors. ECC safety program is managed by our Corporate Safety Manager, Ken Toups. The safety program includes proper training and certification of personnel, developing and reinforcing safe attitudes & behavior, maintaining a comprehensive injury & illness record keeping system, and ensuring that all subcontractors provide specific safety plans relative to their work.

ECC will develop a site-specific safety plan for this project and will require subcontractors to do the same. All site-specific safety plans must include AHA/JHA specific to the work on the project. ECC Superintendent will conduct weekly safety meetings and daily safety inspections of critical elements of the work. Weekly safety meetings focus on relevant concerns related to work that is taking place or planned to take place on the project at that time. Mr. Toups conducts monthly safety audits for each ECC project and coordinates closely with superintendents and subcontractors for all critical work activities such as crane picks, fall protection requirements, and deep excavations. ECC safety program is geared toward prevention of accidents and issues while maintaining proper reporting requirements.

5.1.4 Proposed Staging and Construction Trailer

This is a very tight site with limited areas for storage and/or access to work. For this reason, ECC is requesting City allow us to utilize the existing street side parking area along Santa Monica for location of construction trailer, secondary laydown area, and work access area. This area is also where wet utility laterals will be required for the project. ECC intends to utilize the area just off the back alley for primary material & equipment laydown and work access zone.

ECC plans to keep the walkways open along Sunset Cliffs as much as possible during construction. We will work with City Staff to coordinate the efforts related to off-site improvements along Sunset Cliff to minimize disruption to public during execution of this work.

A secondary plan would be to close the sidewalks on both Santa Monica & Sunset Cliffs during the construction process to allow for access around the Sunset Cliffs side of the building if we cannot close the parking spots on Santa Monica. In that case, the Construction trailer would likely be located in the future parking stall adjacent to alley.

See attached Staging Plan to illustrate planned Staging & Laydown Areas, including trailer.

5.1.5 Construction Approach & Methods

ECC approach to this design build effort is to work collaboratively and proactively with City Team to develop design and process documents for permits in an efficient and prompt manner. We have developed and proposed a concept design that meets or exceeds Program Requirements. This concept design will be reviewed with City during early design collaboration allowing for the team to finalize the Schematic Design and conduct initial historical coordination with DSD within the first four to six weeks of the project. The primary importance of schematic design is to establish building footprint and general agreement on exterior elevations for the structure. This process includes site verification by ECC and design consultants to ensure design is compliant with existing conditions.

Upon completion of Schematic Design, the team shall dive into the Design Development effort to further the design and with more focus on interior space coordination and layout. The key elements of DD is for final confirmation of building footprint and coordination of site layout to allow for development of minor grading and drainage package to be included in Demo/Grading/Drainage Package that will be developed for this permit process.

We propose to provide Demo/Grading/Drainage Package for permitting that will allow for us to complete demolition of existing two-story annex, demolition of 1962 addition to Library, and selective demolition of existing structure. This will allow us to review existing conditions within the original library structure during the process of finalizing the building permit with DSD and develop a graded pad for the addition by the time building permit is issued.

It is our intention to engage subcontractor to complete engineered plans for fire sprinkler, fire alarm, and photovoltaic system so they can all be permitted concurrent with building permit without the need for deferred approval process. This approach will allow for rough-in of these systems within the existing structure while we work to install foundation and framing at the addition. With the limited space on site for stockpiling of materials and equipment, the ECC project team will be very strategic in the management of material & equipment deliveries such that they can be utilized as quick as possible in the construction process to make space for adequate access to the work areas and the next round of material/equipment deliveries.

ECC superintendent, project engineer, and project manager will work closely with subcontractors in pull-planning sessions and 3-week look-ahead schedule development to ensure work can progress efficiently for all trades. The preparatory planning process will incorporate discussions related to quality assurance and making sure subcontractors have obtained only approved materials and equipment prior to delivery to site. This effort will minimize potential for installation of improper materials or equipment in the work.

We have allowed sufficient time in the schedule for proper commissioning of systems within the new facility as well as punch list completion and final walkthrough process as outlined in RFP. The key to meeting this goal is early coordination with SDG&E to ensure we obtain permanent power in a timely manner. We will make initial contact with SDG&E planner in the Design Development phase to get this project on their radar and develop a conceptual plan for new 3-phase electrical service. Our design team will develop all

calculations and plan documents necessary for SDG&E planners to begin their in-house efforts at the completion of 60% construction documents. This will allow adequate time for any minor adjustments required by SDG&E in the completion of the design documents. We will also know early on if SDG&E will require an easement for their equipment as City will be required to engage with SDG&E for the easement if one is required. This process can take time and must be addressed as early as possible to minimize any potential impacts to project execution.

ECC will work closely with City to develop final project schedule and plan for all off-site work to minimize impact to pedestrians along Sunset Cliffs. We are hopeful City will allow us to close sidewalk along Santa Monica and utilize the street parking space for construction trailer and secondary staging & access point for construction of the facility along that side of the project. This site is very tight and we will need some space on that side of the site to allow for safe and efficient execution of the work. If we cannot utilize the parking spaces along Santa Monica for laydown & staging area, we will need to close the sidewalks on both Santa Monica & Sunset Cliffs for the duration of the work so we can access the Santa Monica side of the facility. This will be further coordinated with City after award of the project.

5.1.6 Proposed Construction Schedule

Enclosed is proposed construction schedule for the design & construction for this project. This schedule shows completion of the contract work in 623 working days from Limited Notice to Proceed to Completion of Library for occupancy by City personnel. The proposed schedule is slightly shorter duration than RFP allows and completes the work by December 2028 as indicated in the RFP. The proposed schedule shows a breakdown of both design and construction tasks necessary for execution of the work. ECC will work as diligently as possible in the construction phase. We have been a bit conservative in the development of the current schedule since the site is so tight which limits our ability to start any site work until after all rough-in is completed and less laydown & access zones are required for the work. Site work will have to be closely coordinated with interior finish work for this project to allow for proper access but at least most finish materials can be loaded into the building and not require site storage.

The critical path for this project goes through the design and building permit process. Although the Demo/Grading/Drainage Package and the Construction for same is shown with float, we believe it is critical to get this work started to allow the Project Team time to deal with any unforeseen site issues that may show up during this process so as to minimize potential delays to the work after the building permit is issued. We are currently showing mobilization to site on 5/3/27 as a start milestone but it may be a good idea to start this effort in mid-April to allow a bit more time to deal with any potential unforeseen site issues. We will work this out with City after award of the project as this start date will impact when City has to vacate the existing annex and library facility to allow start of construction. The final schedule will be developed in collaboration with City utilizing this proposal schedule as a reasonable guideline.

5.1.7 Accelerated Schedule

As noted above, we have proposed a somewhat conservative schedule based upon experience on past projects with City. However, this conservative schedule does complete the project ahead of contractual timeline. We have found on past design build projects that

the design process takes longer than everyone hopes going into the project. Rather than propose an unrealistic timeline for the design & permitting process, we have proposed to allow for adequate design & permitting times with a plan to start the demolition and minor grading concurrent with finalizing building permits to accelerate the work process. ECC will make every effort to beat the construction durations in this proposal schedule. The ECC Project Team will be able to dig into this further as the design process unfolds and details of the design are finalized. Our goal would be to shave at least one month off the proposed schedule in collaboration with City after award.

ECC has listed major subcontractors with its proposal. One reason we do this is it allow for accelerated acquisition of long lead equipment. It still takes 8 – 10 months to acquire electrical gear for a project. ECC will coordinate with our electrical subcontractor and electrical engineer to finalize electrical gear during 90% design process such that we can order gear early to ensure we are not waiting on gear to power up the new facility. ECC will also work diligently with our design team and major subcontractors to obtain approvals for HVAC equipment and any other long lead items to ensure the project is not delayed waiting on equipment to arrive for rough-in during the construction phase.

Having major subcontractors involved in the design process allows us to include fire sprinkler, fire alarm, and photovoltaic system design documents in with the building permit set. This eliminates the need for deferred approvals and the additional time these take to be processed through DSD. This approach will also accelerate the schedule and minimize potential disruptions to the work.

5.1.8 Environmental Efforts

ECC will retain Meridian Archeological Monitoring to provide required environmental monitoring during the construction process. We will engage Meridian to ensure they are on site whenever excavations take place to provide proper monitoring of this effort. Meridian has completed similar work successfully for ECC on past City projects.

Dust control on the project will be managed effectively by proper dampening of the site soils where exposed and covering of site soils with straw blankets as much are reasonably possible. The straw blankets provide for good dust control and help with any potential erosion control issues during rain events.

Our civil engineer will develop a Water Pollution Control Plan (WPCP) for this project during the design phase. ECC will implement the measures required by the WPCP during construction as required by State and Local Authorities. ECC has in-house QSP personnel to facilitate management of the WPCP but we also engage a 3rd-Party Inspection firm that works with our superintendent to conduct weekly inspections of temporary stormwater measures as well as pre and post rain event inspections as necessary to meet WPCP reporting requirements.

SANTA MONICA AVE

UTILITY CONNECTIONS AND SECONDARY MATERIAL/EQUIPMENT STAGING & LAYDOWN AREA

TEMPORARY CONSTRUCTION TRAILER

TEMPORARY CONSTRUCTION FENCE OR BARRIER.

SIDEWALK CLOSED DURING CONSTRUCTION

POST OFFICE

OCEAN BEACH LIBRARY

FF 31.94'

BENCH

BIKE RACKS

WHEEL CHAIR RAMP

SUNSET CLIFFS BLVD

PAD PREP / R&R

ROUTE STORM UNDER SLAB

8" PVC

TEMP SLOPE

FILL 0'

FILL 2'+

FILL 1.0'

FILL 1'

FFE 32.0

PROTECT EX WALL

EXISTING POST OFFICE FENCE TO REMAIN

OFF-SITE WORK IN THIS AREA TO BE COORDINATED WITH CITY TO MINIMIZE IMPACT ON WALKWAY

MATERIAL/EQUIPMENT STAGING & LAYDOWN AREA AND WORK ACCESS ZONE

TG 29.7
IE 26.1
29.8

26.96 TC
26.85 FL

27.76 TC
27.33 FL

27.51'

28.69 TC
28.23 FL

29.83 TC
29.37 FL

27.53 TC
27.04 FL

28.24 TC
27.79 FL

29.26 TC
28.80 FL

28.14'

30.48'

29.99 TC
29.62 FL

30.27'

31.44 TC
31.05 FL

32.89 TC
32.44 FL

32.42'

30.56 TC
30.08 FL

32.54 TC
31.96 FL

30.77'

30.58 TC
30.23 FL

29.96 TC
29.75 FL

30.69'

30.93 TC
30.52 FL

30.29 TC
30.11 FL

31.26'

30.40 TC
30.20 FL

30.49 TC
30.28 FL

27.34'

27.58'

28.40'

28.61'

30.32'

29.82'

STAGING & LAYDOWN PLAN

OCEAN BEACH LIBRARY

SANTA MONICA AVE

SUNSET CLIFFS BLVD

POST OFFICE

OCEAN BEACH LIBRARY

FF 31.94'

BIKE RACKS

WHEEL CHAIR RAMP

BENCH

SWK

TEMPORARY CONSTRUCTION FENCE OR BARRIER.

SIDEWALK CLOSED DURING CONSTRUCTION

EXISTING POST OFFICE FENCE TO REMAIN

PROTECT EX WALL

PAD PREP / R&R

TEMP SLOPE

FILL 0'

FILL 1'

FILL 1.0'

FILL 2'+

FFE 32.0

ROUTE STORM UNDER SLAB

8" PVC

TG 29.7
IE 26.1

MATERIAL/EQUIPMENT STAGING & LAYDOWN AREA AND WORK ACCESS ZONE

TEMPORARY CONSTRUCTION TRAILER

TEMPORARY CONSTRUCTION FENCE OR BARRIER.

26.96 TC
26.85 FL

27.76 TC
27.33 FL

29.83 TC
29.37 FL

28.69 TC
28.23 FL

27.53 TC
27.04 FL

28.24 TC
27.79 FL

29.26 TC
28.80 FL

29.99 TC
29.62 FL

31.44 TC
31.05 FL

32.89 TC
32.44 FL

30.56 TC
30.08 FL

32.54 TC
31.96 FL

30.58 TC
30.23 FL

29.96 TC
29.75 FL

30.93 TC
30.52 FL

30.29 TC
30.11 FL

30.40 TC
30.20 FL

30.49 TC
30.28 FL

27.51'

28.14'

27.34'

27.58'

28.40'

28.61'

29.82'

30.32'

30.48'

30.27'

32.42'

30.69'

31.26'

SECONDARY STAGING & LAYDOWN PLAN

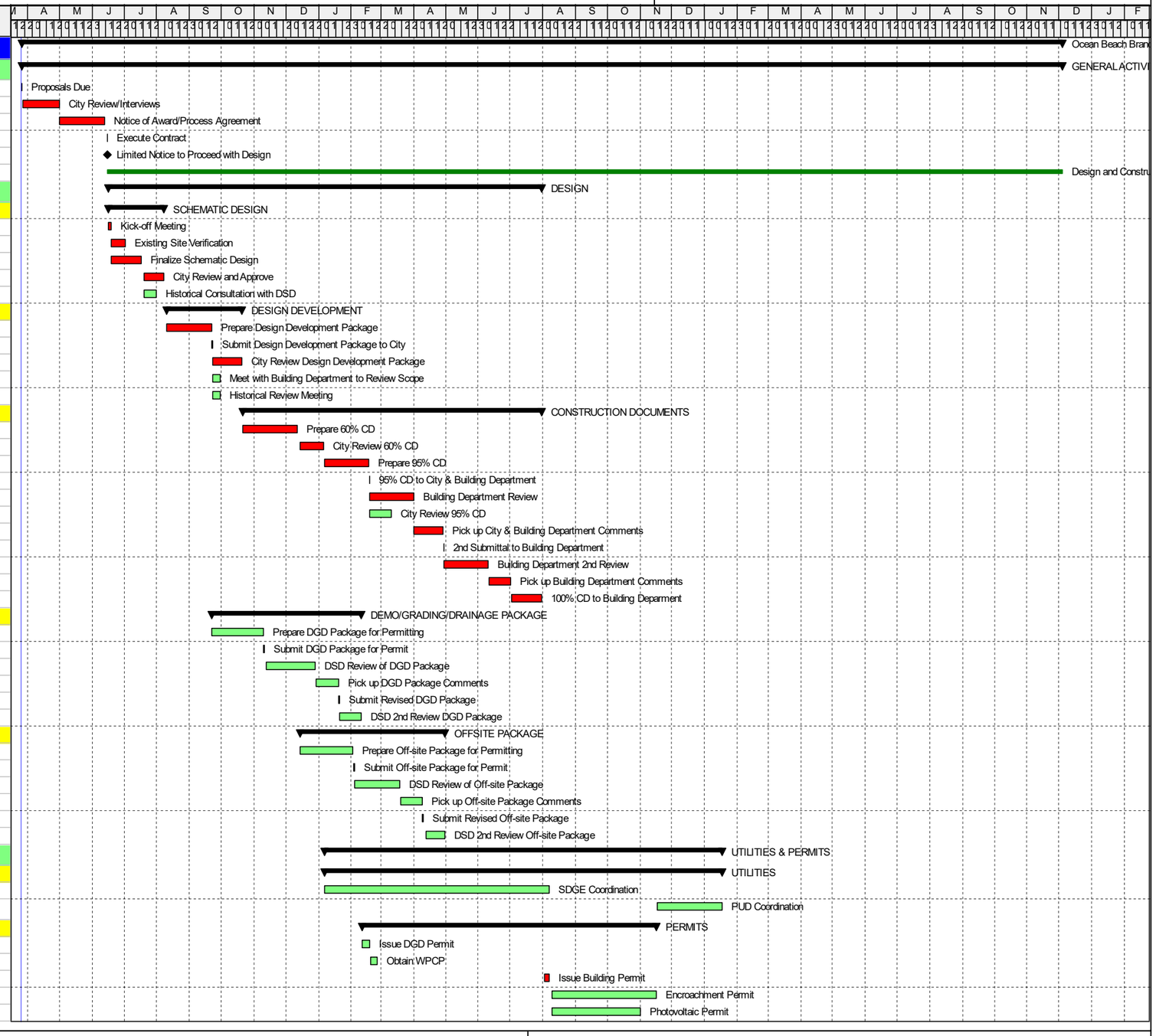
OCEAN BEACH LIBRARY

Data Date: 26-Mar-26
Start Date: 26-Mar-26
Finish Date: 04-Dec-28

Ocean Beach Branch Library (K-26-2391-DB2-3)

Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone

Activity ID	Activity Name	Original Duration	Remaining Duration	Activity % Complete	Total Float	Start	Finish
Ocean Beach Branch Library (K-26-2391-DB2-3)		679	679		0	26-Mar-26	04-Dec-28
GENERAL ACTIVITIES		679	679		0	26-Mar-26	04-Dec-28
1035	Proposals Due	1	1	0%	0	26-Mar-26	26-Mar-26
1005	City Review/Interviews	25	25	0%	0	27-Mar-26	30-Apr-26
1010	Notice of Award/Process Agreement	30	30	0%	0	01-May-26	12-Jun-26
1015	Execute Contract	1	1	0%	0	15-Jun-26	15-Jun-26
1020	Limited Notice to Proceed with Design	0	0	0%	1	15-Jun-26	
1025	Design and Construction Duration	623	623	0%	0	15-Jun-26	04-Dec-28
DESIGN		284	284		96	16-Jun-26	30-Jul-27
SCHEMATIC DESIGN		38	38		0	16-Jun-26	07-Aug-26
SD1000	Kick-off Meeting	3	3	0%	0	16-Jun-26	18-Jun-26
SD1010	Existing Site Verification	10	10	0%	0	19-Jun-26	02-Jul-26
SD1020	Finalize Schematic Design	20	20	0%	0	19-Jun-26	17-Jul-26
SD1030	City Review and Approve	15	15	0%	0	20-Jul-26	07-Aug-26
SD1040	Historical Consultation with DSD	10	10	0%	5	20-Jul-26	31-Jul-26
DESIGN DEVELOPMENT		51	51		0	10-Aug-26	20-Oct-26
DD-1000	Prepare Design Development Package	30	30	0%	0	10-Aug-26	21-Sep-26
DD-1010	Submit Design Development Package to City	1	1	0%	0	22-Sep-26	22-Sep-26
DD-1020	City Review Design Development Package	20	20	0%	0	23-Sep-26	20-Oct-26
DD-1030	Meet with Building Department to Review Scope	5	5	0%	15	23-Sep-26	29-Sep-26
DD-1040	Historical Review Meeting	5	5	0%	15	23-Sep-26	29-Sep-26
CONSTRUCTION DOCUMENTS		195	195		0	21-Oct-26	30-Jul-27
CD-1000	Prepare 60% CD	35	35	0%	0	21-Oct-26	11-Dec-26
CD-1010	City Review 60% CD	15	15	0%	0	14-Dec-26	05-Jan-27
CD-1020	Prepare 95% CD	30	30	0%	0	06-Jan-27	17-Feb-27
CD-1030	95% CD to City & Building Department	1	1	0%	0	18-Feb-27	18-Feb-27
CD-1040	Building Department Review	30	30	0%	0	18-Feb-27	31-Mar-27
CD-1050	City Review 95% CD	15	15	0%	15	18-Feb-27	10-Mar-27
CD-1060	Pick up City & Building Department Comments	20	20	0%	0	01-Apr-27	28-Apr-27
CD-1070	2nd Submittal to Building Department	1	1	0%	0	29-Apr-27	29-Apr-27
CD-1080	Building Department 2nd Review	30	30	0%	0	29-Apr-27	10-Jun-27
CD-1090	Pick up Building Department Comments	15	15	0%	0	11-Jun-27	01-Jul-27
CD-1100	100% CD to Building Deparment	20	20	0%	0	02-Jul-27	30-Jul-27
DEMO/GRADING/DRAINAGE PACKAGE		97	97		49	22-Sep-26	10-Feb-27
D-2060	Prepare DGD Package for Permitting	35	35	0%	49	22-Sep-26	09-Nov-26
D-2120	Submit DGD Package for Permit	1	1	0%	49	10-Nov-26	10-Nov-26
D-2130	DSD Review of DGD Package	30	30	0%	49	12-Nov-26	28-Dec-26
D-2140	Pick up DGD Package Comments	15	15	0%	49	29-Dec-26	19-Jan-27
D-2150	Submit Revised DGD Package	1	1	0%	49	20-Jan-27	20-Jan-27
D-2055	DSD 2nd Review DGD Package	15	15	0%	49	21-Jan-27	10-Feb-27
OFFSITE PACKAGE		97	97		159	14-Dec-26	30-Apr-27
O-1000	Prepare Off-site Package for Permitting	35	35	0%	159	14-Dec-26	02-Feb-27
O-1010	Submit Off-site Package for Permit	1	1	0%	159	03-Feb-27	03-Feb-27
O-1020	DSD Review of Off-site Package	30	30	0%	159	04-Feb-27	18-Mar-27
O-1030	Pick up Off-site Package Comments	15	15	0%	159	19-Mar-27	08-Apr-27
O-1040	Submit Revised Off-site Package	1	1	0%	159	09-Apr-27	09-Apr-27
O-1050	DSD 2nd Review Off-site Package	15	15	0%	159	12-Apr-27	30-Apr-27
UTILITIES & PERMITS		260	260		115	06-Jan-27	17-Jan-28
UTILITIES		260	260		21	06-Jan-27	17-Jan-28
U-1000	SDGE Coordination	150	150	0%	131	06-Jan-27	06-Aug-27
U-1010	PUD Coordination	40	40	0%	21	17-Nov-27	17-Jan-28
PERMITS		194	194		155	11-Feb-27	16-Nov-27
P-1000	Issue DGD Permit	5	5	0%	49	11-Feb-27	18-Feb-27
P-1010	Obtain WPCP	5	5	0%	49	19-Feb-27	25-Feb-27
P-1020	Issue Building Permit	5	5	0%	0	02-Aug-27	06-Aug-27
P-1030	Encroachment Permit	70	70	0%	21	09-Aug-27	16-Nov-27
P-1040	Photovoltaic Permit	60	60	0%	165	09-Aug-27	01-Nov-27



CONSTRUCTORS Inc.

UPDATED THROUGH: 01-Mar-26
ALL ACTIVITIES

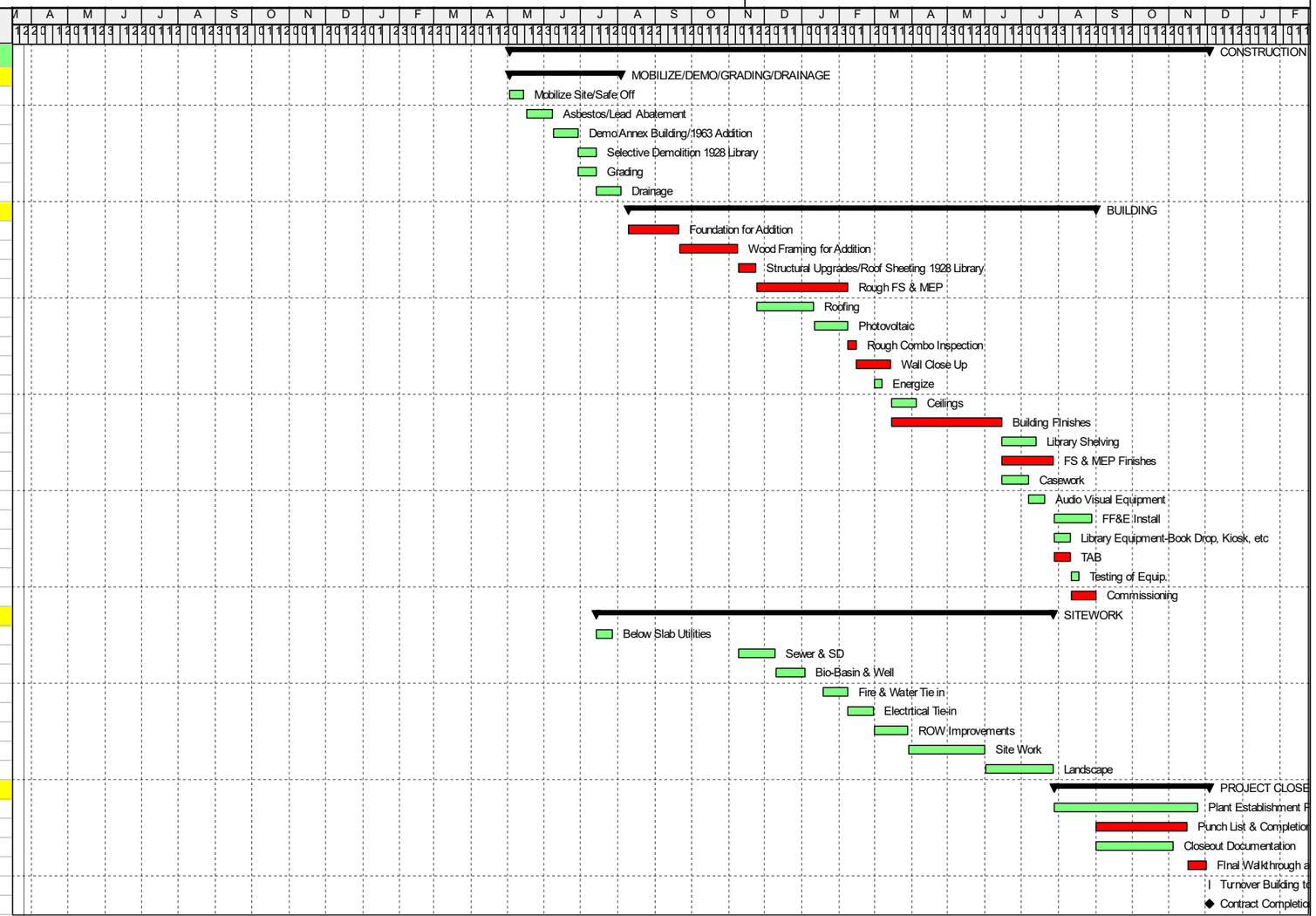
Calendar: 5-Day Workweek with Holidays
Print Date: 24-Mar-26

Data Date: 26-Mar-26
Start Date: 26-Mar-26
Finish Date: 04-Dec-28

Ocean Beach Branch Library (K-26-2391-DB2-3)

Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone

Activity ID	Activity Name	Original Duration	Remaining Duration	Activity % Complete	Total Float	Start	Finish
CONSTRUCTION		401	401		0	03-May-27	04-Dec-28
MOBILIZE/DEMO/GRADING/DRAINAGE		65	65		68	03-May-27	03-Aug-27
A-1000	Mobilize Site/Safe Off	10	10	0%	3	03-May-27*	14-May-27
A-1010	Asbestos/Lead Abatement	15	15	0%	3	17-May-27	07-Jun-27
A-1020	Demo Annex Building/1963 Addition	15	15	0%	3	08-Jun-27	28-Jun-27
A-1030	Selective Demolition 1928 Library	10	10	0%	83	29-Jun-27	13-Jul-27
A-1040	Grading	10	10	0%	3	29-Jun-27	13-Jul-27
A-1060	Drainage	15	15	0%	3	14-Jul-27	03-Aug-27
BUILDING		270	270		0	09-Aug-27	31-Aug-28
A-1070	Foundation for Addition	30	30	0%	0	09-Aug-27	20-Sep-27
A-1080	Wood Framing for Addition	35	35	0%	0	21-Sep-27	08-Nov-27
A-1090	Structural Upgrades/Roof Sheeting 1928 Library	10	10	0%	0	09-Nov-27	23-Nov-27
A-1110	Rough FS & MEP	50	50	0%	0	24-Nov-27	07-Feb-28
A-1120	Roofing	30	30	0%	25	24-Nov-27	10-Jan-28
A-1140	Photovoltaic	20	20	0%	120	11-Jan-28	07-Feb-28
A-1170	Rough Combo Inspection	5	5	0%	0	08-Feb-28	14-Feb-28
A-1180	Wall Close Up	20	20	0%	0	15-Feb-28	14-Mar-28
A-1190	Energize	5	5	0%	70	01-Mar-28	07-Mar-28
A-1210	Ceilings	15	15	0%	50	15-Mar-28	04-Apr-28
A-1220	Building FInishes	65	65	0%	0	15-Mar-28	14-Jun-28
A-1250	Library Shelving	20	20	0%	13	15-Jun-28	13-Jul-28
A-1260	FS & MEP Finishes	30	30	0%	0	15-Jun-28	27-Jul-28
A-1270	Casework	15	15	0%	8	15-Jun-28	06-Jul-28
A-1280	Audio Visual Equipment	10	10	0%	8	07-Jul-28	20-Jul-28
A-1300	FF&E Install	22	22	0%	3	28-Jul-28	28-Aug-28
A-1310	Library Equipment-Book Drop, Kiosk, etc	10	10	0%	10	28-Jul-28	10-Aug-28
A-1320	TAB	10	10	0%	0	28-Jul-28	10-Aug-28
A-1330	Testing of Equip.	5	5	0%	10	11-Aug-28	17-Aug-28
A-1340	Commissioning	15	15	0%	0	11-Aug-28	31-Aug-28
SITEWORK		263	263		6	14-Jul-27	27-Jul-28
A-1050	Below Slab Utilities	10	10	0%	8	14-Jul-27	27-Jul-27
A-1100	Sewer & SD	20	20	0%	66	09-Nov-27	09-Dec-27
A-1130	Bio-Basin & Well	15	15	0%	66	10-Dec-27	03-Jan-28
A-1150	Fire & Water Tie in	15	15	0%	21	18-Jan-28	07-Feb-28
A-1160	Electrtical Tie-in	15	15	0%	6	08-Feb-28	29-Feb-28
A-1200	ROW Improvements	20	20	0%	6	01-Mar-28	28-Mar-28
A-1230	Site Work	45	45	0%	6	29-Mar-28	31-May-28
A-1240	Landscape	40	40	0%	6	01-Jun-28	27-Jul-28
PROJECT CLOSEOUT		88	88		0	28-Jul-28	04-Dec-28
A-1290	Plant Establishment Period (Calendar Days)	120	120	0%	10	28-Jul-28	24-Nov-28
A-1350	Punch List & Completion	52	52	0%	0	01-Sep-28	15-Nov-28
A-1360	Closeout Documentation	45	45	0%	18	01-Sep-28	03-Nov-28
A-1370	FInal Walkthrough and Verification of Work	10	10	0%	0	16-Nov-28	01-Dec-28
A-1380	Turnover Building to Owner	1	1	0%	0	04-Dec-28	04-Dec-28
A-1390	Contract Completion	0	0	0%	0		04-Dec-28



CONSTRUCTORS Inc.

UPDATED THROUGH: 01-Mar-26
ALL ACTIVITIES

Calendar: 5-Day Workweek with Holidays
Print Date: 24-Mar-26

6. REFERENCE CHECKS

Edgar Lozano
City of San Diego
Senior Civil Engineer
elozano@sandiego.gov
619-433-5587

EC Constructors worked with Edgar and his team on the Design Build Botanical Building Improvements project completed in October 2024. Mr. Lozano can attest to ECC commitment to partnering and expertise in solving challenges that arise with project execution during design and construction phases. Additionally, ECC worked with Edgar on the Design Build Chollas Water Operations Facility and Pacific Highlands Ranch Branch Library project.

Jonathan Salsman
City of Chula Vista
Senior Civil Engineer
jsalsman@chulavistaca.gov
619-755-8419

EC Constructors worked with Jonathan and his team on four design build projects for City of Chula Vista. These projects included two new fire stations designed & constructed concurrently, one fire station renovation, and demolition & reconstruction of new Loma Verde Recreation Center. Mr. Salsman can attest to ECC commitment to problem solving and collaboration with Owner Representatives to develop design that meets or exceeds program requirements.

Fadi Dabbous
City of San Diego
Assistant Engineer, CMFED
fdabbous@sandiego.gov
858-541-4390

EC Constructors worked with Fadi on the Pacific Highlands Ranch Branch Library project. Mr. Dabbous can provide reference relative to his interactions with Marc and Ron in completing the construction effort for this library project.

Bob Ruiter
County of San Diego
Project Manager
robert.ruiter@sdcounty.ca.gov
619-932-1498

EC Constructors is currently working with Mr. Ruiter on the Casa Do Oro Library project. This is a design build project with a challenging site and limited budget. Bob can provide reference for ECC project team as all proposed ECC personnel are working with him on this project.

Tina Huang
City of San Diego
Project Manager
thuang@sandiego.gov
619-533-3863

EC Constructors worked with Tina on the Design Build Botanical Building Improvements project completed in October 2024. Tina can attest to ECC commitment to solving challenging issues in the design & construction phase of a design build project. Ms. Huang also worked with domus studio architecture in the process of developing RFP documents for San Carlos Library. She can attest to domus commitment to meeting program documents and experience with library projects.