West Coast General Corporation 13700 Stowe Drive, Suite 100 Poway, CA 92064

ORIGINAL

City of San Diego

CITY CONTACT Contract Specialist: Lisa Nguyen Email: <u>LTNguyen@sandiego.gov</u> Phone No.: (619) 533-3435, Fax No.: 619-533-3633 J.Lyons/ARekani/egz

REQUEST FOR PROPOSAL (RFP)



1.14

FOR

Chollas Material Bins Design - Build

RFP NO.:	K-16-1403-DB1-3	
SAP NO. (WBS/IO/CC):	S-15043	
CLIENT DEPARTMENT:	2013	
COUNCIL DISTRICT:	9	
PROJECT TYPE:	BS	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

PROPOSALS DUE:

12:00 NOON FEBRUARY 16, 2016 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14th FLOOR, MS 614C SAN DIEGO, CA 92101 ATTN: CONTRACT SPECIALIST

TABLE OF CONTENTS

SECTION

,

PAGE NUMBER

1.	INTRODUCTION	.4
2.	EQUAL OPPORTUNITY	.5
3.	PROJECT VALUE	.7
4.	CONTRACT TIME	
5.	CONTRACTOR'S LICENSE CLASSIFICATION AND PRE-QUALIFICATION	
	STATUS	.7
6.	SELECTION AND AWARD SCHEDULE	. 8
7.	PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL	
	SPECIFICATIONS, AND BRIDGING DOCUMENTS	. 8
8.	PRE-PROPOSAL ACTIVITIES	. 8
9.	EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK	10
10.	CHANGES TO THE SCOPE OF WORK	10
11.	DESIGN SUBMITTALS	10
12.	BONDS AND INSURANCE	10
13.	SUBMITTAL REQUIREMENTS	10
14.	SELECTION CRITERIA AND SCORING	13
15.	OPENING OF PRICE PROPOSALS	14
16.	POLICIES, PROCEDURES AND GUIDELINES	15
17.	ADDITIONAL TERMS AND CONDITIONS	15
18.	PHASED FUNDING	19
19.	REQUIRED DOCUMENT SCHEDULE AND FORMS	19

ATTACHMENTS

А.	PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS
В.	PHASED FUNDING PROVISIONS
C.	EQUAL OPPORTUNITY CONTRACTING PROGRAM
D.	INTENTIONALLY LEFT BLANK
Е.	SUPPLEMENTARY SPECIAL PROVISIONS (SSP)
F.	INTENTIONALLY LEFT BLANK
G.	PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA 97
H.	PROPOSAL FORMS
	1. Proposal
	2. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
	3. Contractors Certification of Pending Actions
	4. Equal Benefits Ordinance Certification of Compliance
	5. Design-Build Proposal
	6. Price Proposal Forms (Design Build)
	7. Form AA05 – Design-Build List of Subcontractors
	8. Form AA25 - Design-Build Named Equipment/Material Supplier List 115
uest for Pro	posal (Rev. Sent. 2015)

2 | Page

I.	DESIC	GN-BUILD AGREEMENT	116
	1.	Design-Build Agreement	. 117
J.	DESIG	GN-BUILD AGREEMENT FORMS	119
	1.	Performance Bond and Labor and Materialmen's Bond	. 120
	2.	Drug-Free Workplace	. 122
	3.	American with Disabilities (ADA) Compliance Certification	. 123
	4.	Contractor Standards-Pledge of Compliance	. 124
	5.	Affidavit of Disposal	. 125

•

.

1. INTRODUCTION

- **1.1.** This is the City of San Diego's (City) solicitation process to acquire Design-Build services for the **Chollas Material Bins Design-Build** project.
- **1.2.** This RFP describes the Project, the required Scope of Work and Services, the Design-Builder selection process, the minimum information that shall be included in the Proposal for this Project and the terms and conditions governing the Work. Failure to submit information in accordance with the requirements of the RFP may be cause for disqualification.
- **1.3.** Each properly signed Proposal shall constitute a firm offer that may be accepted by the City within the time frame specified herein.
- **1.4.** This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.
- **1.5.** Upon receipt by the City, Proposals shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Proposal. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
- **1.6.** Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public shall receive prior written approval from the City.
- **1.7.** Design-Builders who submit a response to this RFP agree to provide the required services in accordance with the terms and conditions noted in this RFP and its attachments upon award by the City. The agreement and other terms and conditions are included in the Design-Build Contract, The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- **1.8.** Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design 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.

2. EQUAL OPPORTUNITY

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

2.3. Design-Builder's Work Force

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

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

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

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

2.5. Contractor Registration and Electronic Reporting System

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

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

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

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

- 2.5.3. The City may retain progress payments if:
 - **2.5.3.1.** The non-registered Design-Builder, Subcontractors, or Suppliers fail to register,
 - **2.5.3.2.** EOCP reporting is delinquent or inadequate, or
 - **2.5.3.3.** underpayment has occurred.
- **2.6.** Subcontractor Participation:
 - **2.6.1.** The City has incorporated mandatory SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1.	SLBE participation	5.6%
2.	ELBE participation	10.7%

- 3. Total mandatory participation 16.3%
- **2.6.2.** The Design-Builder's are **required** to attend the Pre-Proposal Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: http://www.sandiego.gov/eoc/
- **2.6.3.** The Proposal will be declared non-responsive if the Proposer fails the following mandatory conditions:
 - 1. Proposer's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.

6. <u>SELECTION AND AWARD SCHEDULE</u>

- **6.1.** The Panel will forward its ranked listing to the Director or designee with a recommendation for the highest ranking proposal. The Mayor or designee has final authority for selection.
- **6.2.** The City anticipates that the process for selecting a Design-Builder and awarding the contract will be according to the following tentative schedule:

6.2.1.	Pre-Proposal Meeting	January 20, 2016
6.2.2.	Proposal Due Date	February 16, 2016
6.2.3.	Selection and Notification	March 1, 2016
6.2.4.	Limited Notice to Proceed	March 29, 2016

7. <u>PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS,</u> <u>AND BRIDGING DOCUMENTS</u>

See Attachment A

8. <u>PRE-PROPOSAL ACTIVITIES</u>

- 8.1. Submission of Questions
 - **8.1.1.** The Director (or designee) of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Proposals submitted to the City for the acquisition, construction, and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

Public Works Contracts 1010 Second Avenue, 14th Floor San Diego, California, 92101 Attention: [Contract Specialist listed on the front cover hereof]

OR:

Email address of the Contract Specialist listed on the front cover hereof.

- **8.1.2.** Questions received less than 14 Days prior to the Proposal due date may not be considered.
- **8.1.3.** Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- **8.1.4.** 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.

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

3. <u>PROJECT VALUE</u>

3.1. The City's estimate of the Contract Value including stipulations is \$862,835.23.

4. <u>CONTRACT TIME</u>

4.1. The Project shall be completed within **90** Working Days from the Notice To Proceed (NTP).

5. <u>CONTRACTOR'S LICENSE CLASSIFICATION AND PRE-QUALIFICATION</u> <u>STATUS</u>

5.1. The Design-Builder's license(s) and its prequalification status as specified herein must be valid when Proposal is submitted. Failure to comply with this requirement may result in:

5.1.1. The rejection of the Proposal.

- 5.2. The Design-Builder must possess a Class "A" or Class "B" California State Contractor's license.
- **5.3.** Design-Builders interested in submitting a proposal for this Project shall be prequalified through the City's Prequalification program:
 - **5.3.1.** The Design-Builders must submit a complete prequalification application online to the Public Works Contracts, Prequalification Program no later than 2 weeks prior to **the Proposal due date and time**. Complete information and links to the online prequalification application are available at:

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

- **5.3.2.** For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or <u>dstucky@sandiego.gov</u>.
- **5.3.3.** As a result of the City's fiduciary requirement to safeguard vendor data, 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 <u>PlanetBids</u>TM.

8.2. Pre-Proposal Meeting

- **8.2.1.** A mandatory Pre-Proposal meeting will be held on January 20, 2016, from 10:00 AM to 11:00 AM, at 1010 Second Avenue, 14th Floor, San Diego, CA, 92101.
- **8.2.2.** All Design-Builders are **required** to attend. Any materials distributed at the meeting will also be issued in the form of an addendum to the RFP. It is not necessary for all members of a the Design-Builder's team to be present at the Pre-Proposal Meeting, however, the Design-Builder will be responsible for receiving and applying all information discussed at the Pre-Proposal Meeting.
- **8.2.3.** To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracts at (619) 533-3450 at least 7days prior to the Pre-Proposal Conference to ensure availability.
- **8.2.4.** Proposals shall be considered **non-responsive** if the Design-Builder has failed to attend the **Mandatory** Pre-Proposal Meeting as evidenced by the City's meeting sign-in sheet.
- **8.2.5.** Firms participating in the Pre-Proposal Meeting and site visit (if any) will not be compensated for their participation.

8.3. Pre-Proposal Site Visit

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

Time:	Immediately Following the Pre-Proposal Meeting
Date:	January 20, 2016
Location:	2781 Caminito Chollas, San Diego, CA 92105

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

8.4. Revision to the RFP

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

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

- **9.1.** Contract Documents may be obtained by visiting the City's website: <u>http://www.sandiego.gov/cip/</u>. Plans and Specifications for this contract are also available for review in the office of Public Works Contracts.
- **9.2.** The Design-Builders shall carefully examine the Project Site, the Plans and Specifications, and other materials as described in or referenced by this RFP. The submission of a Proposal shall be conclusive evidence that the Design-Builder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, local conditions, and as to the requirements of the Contract Documents.

10. <u>CHANGES TO THE SCOPE OF WORK</u>

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

11. <u>DESIGN SUBMITTALS</u>

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

12. BONDS AND INSURANCE

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

13. <u>SUBMITTAL REQUIREMENTS</u>

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

13.2. Technical Proposal Requirements

13.2.1. Failure to comply with this section may render the Design-Builder's submittal invalid and disqualify it from this selection process.

- **13.2.2.** The Technical Proposal shall be concise, well organized, and demonstrate the Design-Builder's qualifications and experience applicable to the Project. The Technical Proposal shall be limited to 50 one-sided pages ($8^{1/2^{"}} \times 11^{"}$), 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.
- **13.2.3.** The Technical Proposals submitted in response to this RFP shall be in accordance with the requirements listed in ATTACHMENT G. The contents of the Proposal shall be organized consistent with ATTACHMENT G.

13.3. Price Proposal Requirements

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

13.4. Submittal Requirements

13.4.1. General

- **13.4.1.1.** A corporation designated as the selected Design-Builder shall furnish evidence of its corporate existence and evidence that the officer signing the Proposal and subsequent bonds for the corporation is duly authorized to do so.
- **13.4.1.2.** The Price Proposal shall be made only on the Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.

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

13.4.2. Technical Proposal

- **13.4.2.1.** The Technical Proposal shall be received no later than the time and date shown on the cover of this RFP.
- **13.4.2.2.** The Technical Proposal must contain: one signed original, clearly marked as "Original" on the cover, four (4) paper copies of the Proposal, and one (1) searchable Portable Document Format (PDF) copy of the Proposal stored on Compact Disc (CD) or Digital Video Disc (DVD). The following information will be clearly marked on the outside of each package:

Name of Design-Builder Project Title

"Technical Proposal" Package Number (for example: "1 of 16") and marked "CONFIDENTIAL" (in red).

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

13.4.3. Price Proposal

13.4.3.1. The Price Proposal shall be submitted separately from the Technical Proposal and shall be received no later than the time and date shown on the cover of this RFP.

- **13.4.3.2.** Submittal of the Price Proposal after the due-date may be cause for rejection of the entire Proposal and disqualification of the Design-Builder from the selection process.
- **13.4.3.3.** The Price Proposal shall be submitted in <u>sealed packages</u> with the following information clearly marked on the outside of each package:

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

13.4.4. Review of Technical Proposal

13.4.4.1. Following the receipt of the Technical Proposal, the City anticipates allotting 3 weeks for review of the Technical Proposals.

14. <u>SELECTION CRITERIA AND SCORING</u>

- **14.1.** An evaluation Panel (Panel) comprised of representatives from the City will be established for this Project. The Panel may also include other interested parties such as additional participating agencies, representative from the community and other appropriate agencies such as the State Water Resource Control Board, etc.
- **14.2.** Proposals will be ranked according to the selection criteria set forth in Attachment G, Proposal Submittal Requirements and Selection Criteria.
- **14.3.** The Panel will review all proposals received.
- 14.4. Based upon the review of the Design-Builders' Proposals the Panel will rank the Design-Builders in accordance with the project evaluation criteria set forth in Attachment G of this RFP.
- 14.5. Once the Technical Proposals have been ranked by the Panel, the Design-Builders' price envelopes will be opened and forwarded to EOCP for review and scoring of subcontractor participation. The EOCP score will then be added to the Design-Builders' cumulative scores.

14.6. Final Selection (Weighted Criteria)

- **14.6.1.** 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:
 - **14.6.1.1.** A maximum of 60 points will be assigned for the Contract Price as proposed. The lowest total estimated 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 estimated Contract Prices compare with the lowest:

(1- (Contract Price-Lowest Contract Price) (Lowest Contract Price) ×Max Pts =Pts Rcvd

- **14.6.1.2.** A maximum of 40 points will be assigned for the qualitative criteria noted in ATTACHMENT G of this RFP. All Proposals shall receive scores based on 40 times the average of the composite ratings provided by the Panel.
- **14.6.1.3.** 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.
- 14.6.1.4. For example, if the lowest total estimated Contract Price of all proposals is \$100, that Proposal would receive the maximum allowable points for the price category. If the total estimated Contract Price of another proposal is \$105 and the maximum allowable points is 80 points, then that Proposal would receive $(1-((105-100)/100) \times 80 = 76 \text{ points}, \text{ or } 95\% \text{ of the maximum points}$. The lowest score a Proposal can receive for this category is zero points (i.e., the score cannot be a negative number). The following 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	
В	88.00	17.60	\$130	56.00	73.60	
С	50.00	10.00	\$100	80.00	90.00	
Note: All figures will be rounded off to two decimal places.						

15. OPENING OF PRICE PROPOSALS

- **15.1.** After the Technical Proposals have been evaluated and scored, the City will open the Price Proposals and make the selection of the winning Design-Builder in accordance with the criteria set forth in ATTACHMENT G.
- **15.2.** The City will announce in writing the selected Design-Builder via correspondence to all participants indicating the evaluation results. This notification to the Design-Builders shall constitute the public announcement of the selected Design-Builder. In the event that the selected Design-Builder is subsequently deemed non-responsive or non-responsible, a new public announcement will be provided to all proposers with the name of the newly designated selected Design-Builder.

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

16. POLICIES, PROCEDURES AND GUIDELINES

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

17. <u>ADDITIONAL TERMS AND CONDITIONS</u>

- **17.1. Protests.** A Design-Builder may protest the award of the Contract to another Design-Builder in accordance with San Diego Municipal Code section 22.3017.
- 17.2. Changes to Key Personnel and Substitution of Subcontractors. The Design-Builder shall not change or substitute any individual that is identified in its proposal as "key personnel" without the written consent of the City. The Design-Builder shall not change or substitute any material, Supplier, or Subcontractor identified in its Proposal without written consent of the City. The City's consent will not be unreasonably withheld.
- **17.3. Project Team.** The Design-Builder shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule which may be adjusted as mutually agreed upon by the City and the Design-Builder.
- **17.4.** Submittal of "Or Equal" Items. See 4-1.6, "Trade Names or Equals" in the SSP and as modified by the Scope of Work ATTACHMENT A.
- 17.5. Subcontract Limitations. The Design-Builder's attention is directed to Standard Specification for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Design-Builder to perform not less than the specified amount under this RFP. Failure to comply shall render the Proposal non-responsive.
- 17.6. San Diego Business Tax Certificate. All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
- 17.7. City Standard Provisions. The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.
 - **17.7.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.

- **17.7.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 17.7.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 17.7.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- **17.7.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- **17.7.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- **17.7.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- **17.8. Prevailing Wage Rates:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - **17.8.1.** Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - 17.8.1.1. 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.
 - **17.8.1.2.** 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 rate shall apply to the balance of the Contract, such wage rate shall apply to the balance of the Contract.

- **17.8.2. 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.
- **17.8.3. 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.
 - **17.8.3.1.** 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.
- **17.8.4. 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.
- 17.8.5. 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 design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.
- **17.8.6. 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.
- 17.8.7. 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".

- **17.8.8.** 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 Equal Opportunity Contracting Department at 619-236-6000.
- **17.8.9.** Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 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 DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.
 - 17.8.9.1. 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.

17.9. Reference Standards:

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK")	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2012	PITS070112-02

Title	Edition	Document Number				
City of San Diego Standard Drawings*	2012	PITS070112-03				
Caltrans Standard Specifications	2010	PITS070112-04				
Caltrans Standard Plans	2010	PITS070112-05				
California MUTCD	2012	PITS070112-06				
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies				
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023				
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml						

18. <u>PHASED FUNDING</u>

See Attachment B

19. <u>REQUIRED DOCUMENT SCHEDULE AND FORMS</u>

- **19.1. REQUIRED DOCUMENT SCHEDULE** The following forms must be completed and submitted to the City in connection with this Request for Proposal (see Required Document Schedule)
 - **19.1.1.** The Design-Builder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.
 - **19.1.2.** The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

REQUIRED DOCUMENT SCHEDULE						
ITEM	WHEN DUE	FROM	DOCUMENT TO BE	DOCUMENT DUE (AS		
			SUBMITTED			
1.	PROPOSAL SUBMITTAL DATE/TIME	ALL PROPOSER	Price Proposal Form		\checkmark	

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

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

.

REQUIRED DOCUMENT SCHEDULE					
ITEM	WHEN DUE	FROM	DOCUMENT TO BE	DOCUMENT DUE (AS CHECKED) WITH:	
	SUBMITTED	TECHNICAL PROPOSAL	PRICE PROPOSAL		
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT WINNER	Names of the principal individual owners of the Apparent Low Design- Builder -		
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT WINNER	If the Contractor is a Joint Venture, the following information must be submitted: • Joint Venture Agreement • Joint Venture License		· · · ·
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT WINNER	Contract Forms - Agreement		
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT WINNER	Contract Forms – Performance Bonds and Labor and Materialmen's Bond		
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT WINNER	Certificates of Insurance and Endorsements		
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT WINNER	Contractor Certification - Drug-Free Workplace		
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT WINNER	Contractor Certification - American with Disabilities Act		

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

ATTACHMENTS

ATTACHMENT A

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

. .

Request for Proposal (Rev. Nov. 2013)24Attachment A – Project Description, Scope of Work, Technical Specifications, and Bridging Documents
Chollas Material.Bins Design - Build

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

PUBLIC UTILITIES DEPARTMENT

1. <u>Project Description:</u>

The construction of five new materials storage bins at Chollas Landfill. The Material storage bins total size will be approximately 155' x 40'. A structural foundation (18" deep x 175' wide x 50' long) will be required for the new storage bins. Each bin will consist of 3 sided retaining walls roughly 13' in height with a thickness of 12". They will include a steel canopy cover to address regulatory agencies requirements for storm runoff. Restore surfaces and utilities damaged during construction of material storage bins.

2. <u>Scope of Work:</u>

- 2.1 Design
 - **2.1.1** Survey site to design Grading plans for the Concrete Material Bins to match the surrounding pavement elevation.
 - 2.1.2 Design and implement storm water requirements.
 - **2.1.3** Design concrete pad foundation based on the soil reports study.
 - **2.1.4** Design reinforced concrete material bins with steel roof cover.
 - 2.1.5 Refer to sheets S1, S2, S3, S4, and S5 for sample designs of the Concrete Material Bins and Steel Covers.

2.2 Construction

- 2.2.1 All work shall meet all Federal, State, and City accessibility laws and guidelines.
- **2.2.2** Implement WPCP requirements
- **2.2.3** Construct 18" thick concrete pad foundation
- **2.2.4** Erect reinforced concrete walls
- 2.2.5 Install steel cover onto concrete walls
- 2.2.6 Add asphalt pavement from concrete pad foundation to existing pavement.
- 2.2.7 All hazardous waste material will be disposed of properly.
- 2.2.8 Soil:

2.2.8.1 Clear and grub all vegetation from site work area.

- **2.2.8.2** Demolish and remove all asphalt, concrete or any other pavement material from site work area.
- **2.2.8.3** Excavate existing soil to design specifications.
- 2.2.8.4 Grade and recompact new soil to grading design specifications

2.3 Storm Water Management and Discharge Control

- The Design-Builder shall comply with Chapter 4, Article 3, Division 3 of the 2.3.1 San Diego Municipal Code, Storm Water Management and Discharge Control, Municipal Storm Water Permit (MS4), California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official. 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 complete and update the Storm Water Applicability 2.3.2 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 (SWOMP) in accordance with the requirements of the Storm Water Standards Manual, The Design-Builder shall prepare a SWQMP Drainage Management Area Map showing all LID site design, source control and treatment control BMPs, hydromodification management plan facilities, tabulated calculations and include sufficient details and cross sections for construction. The Drainage Management Area Map shall be included as part of the construction plans in addition to the Storm Water Infrastructure cover sheet. A template of the Storm Water Infrastructure cover sheet will be provided by the City.
- **2.3.3** Design-Builder shall attend the Pre-construction meeting. Design-Builder shall inspect and confirm that the permanent BMP was installed in accordance with the details on the plans and that the permanent BMP functions to meet the requirements of the MS4 Permit. Upon notification by the Engineer, the Design-Builder Engineer of Work shall sign and stamp the Permanent BMP Self Certification on the plans or the Permanent BMP Self Certification Form (DS-563) prior to final acceptance by the City.

ATTACHMENT B

PHASED FUNDING PROVISIONS

ATTACHMENT B PHASED FUNDING PROVISIONS

1. <u>PHASED FUNDING</u>

- **1.1.** The selected The Design-Builder will be required to provide a Pre-award Schedule in accordance with sections 9-3 and 6-1 of the Supplementary Special Provisions (SSP) prior to award of Contract.
- **1.2.** For phased funded contracts, the City typically secures enough funds for the first 90 Days of the contract prior to award. Within 10 Working Days after announcement of the Apparent Winner, the Design-Builder must contact the Project Manager to discuss fund availability and the duration of the first phase and submit the Pre-Award Schedule to the City for approval and preparation of the first Phased Funding Schedule Agreement.
- **1.3.** The Design-Builder will be required to provide a Pre-award Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 9-3, "PAYMENT" prior to award of Contract.
- **1.4.** If the Proposal submitted by the Apparent Winner is rejected by the City for any reason, then within 5 Working Days after receiving notice, the next Apparent Winner must provide the Pre-Award Schedule. This process will continue until the City has selected a Design-Builder or has decided to reject all Proposals.
- **1.5.** The first Phased Funding Schedule Agreement must show the fund availability for the first phase. Within 22 Working Days from the date of the announcement of, or notice to the next Apparent Low Design-Builder (whichever occurs last) and once a Pre-Award Schedule is accepted by the City, the City will present the first Phased Funding Schedule Agreement to you when you are selected as the Apparent Low Design-Builder.
- **1.6.** At the City's request, you must meet with the City's Project manager before execution of the first Phased Funding Schedule Agreement to discuss his or her comments and requests for revision to the Pre-Award Schedule.
- **1.7.** Your failure to perform the following may result in the Proposal being rejected as **non-responsive:**
 - **1.7.1.** meet with the City's Project manager, if requested to do so, to discuss and respond to the City's comments regarding the Pre-Award Schedule,
 - **1.7.2.** revise the Pre-Award Schedule as requested by the City within the specified 22 Working Days timeframe, or
 - **1.7.3.** execute the first Phased Funding Schedule Agreement within a Day after receipt.

PHASED FUNDING SCHEDULE AGREEMENT

Check one:

- First Phased Funding Schedule Agreement
- Final Phased Funding Schedule Agreement

BID NUMBER: K-16-1403-DB1-3____

CONTRACT OR TASK TITLE: Chollas Material Bins_____

CONTRACTOR: West Coast General Corporation_____

Funding Phase	Phase Description	Phase <u>Start</u>	Phase <u>Finish</u>	Not-to- Exceed Amount
1	Design and construction of 6 material bins at Chollas Operation Yard	5/9/2016	1/17/2017	\$943630
*				
			Total	\$943630

Notes:

- (1) City Supplement 9-3.6, "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 PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.

CITY OF SAN DIEGO	CONTRACTOR
By: Child Du	Ву:
Name: DEFFREY LYDIDS	Name: <u>David E</u>
Project Manager	
Department Name: Public Ufilities	Title: <u>Presiden</u>
Date: 4/21/16	Date:
•	

CONTRACTOR	
Ву:	
Name: <u>David E. Davey</u>	

It. 4/21/16

END OF PHASED FUNDING SCHEDULE AGREEMENT

PHASED FUNDING SCHEDULE AGREEMENT

Check one:

First Phased Funding Schedule Agreement

Final Phased Funding Schedule Agreement

NOTE: <u>**THIS IS A SAMPLE PHASED FUNDING SCHEDULE AGREEMENT FORM.</u>** Particulars left blank in this sample, the total number of phases, and the amounts assigned to each phase will be filled with funding specific information as the result of the Pre-Award Schedule, and subsequent Schedules, required by these Bid Documents and approved by the City.</u>

RFP NUMBER:	K-16-1403-DB1-3
CONTRACT OR TASK TITLE:	
CONTRACTOR:	

Funding Phase	Phase Description	Phase <u>Start</u>	Phase <u>Finish</u>	Not-to- Exceed Amount
1				\$
	Additional phases to be added			
	to this form as necessary.			
			Total	\$

Notes:

- (1) City Supplement 9-3.6, "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 PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.

CITY OF SAN DIEGO	CONTRACTOR	
By:	By:	
Name:	_ Name:	
Project Manager		
Department Name:	Title:	
Date:	Date:	

-END OF PHASED FUNDING SCHEDULE AGREEMENT-

ATTACHMENT C

EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

2.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

ATTACHMENT D

INTENTIONALLY LEFT BLANK

Request for Proposal (Rev. Feb. 2015) Attachment D – Intentionally Left Blank Chollas Material Bins Design Build

.

34 | Page

ATTACHMENT E

SUPPLEMENTARY SPECIAL PROVISIONS

Request for Proposal (Rev. July 2015) Attachment E - Supplementary Special Provisions Chollas Material Bins Design - Build

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS.

Normal Working Hours. To the City Supplement, ADD the following:

The Normal Working Hours are 7:00 AM to 3:30 PM.

SECTION 2 – SCOPE AND CONTROL OF WORK

- **2-3.2** Self Performance. DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
 - 2. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

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

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

In the case of conducting a submittal review when required by the Plans or Special Provisions, or when requested by the Engineer, all submittals shall be accompanied by the City's submittal form. The Product Submittal Form is available for download at:

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

2-7 SUBSURFACE DATA. ADD the following:

- 4. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:
 - 1. Pavement Evaluation Parking and Operation Areas South Chollas Landfill, prepared by SWT Engineers, dated October 2013.
- 5. The report listed above is available for review by the visiting:

ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/

2-9.1 Permanent Survey Markers. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that "control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control" until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.

Monument Preservation will be performed by City Public Works Field Engineering Division (PW-FED) Field Survey Section on all Projects, unless permission is obtained for these services in writing by PW-FED.

The Contractor shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. The Agency (or the owner on a Private Contract) will:

- a) set survey points outside the affected work area that reference and locate each controlling survey monument that may be disturbed,
- b) file a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments, and
- c) file a Corner Record of Record of Survey with the County Surveyor after reestablishment of the disturbed controlling survey monuments.

2-14.3 Coordination. To the City Supplement, ADD the following:

Other adjacent City project is scheduled for construction for the same time period. The listed improvement project includes work in the vicinity of the southeast corner of the Chollas Operations Yard. See Appendix "F" for approximate location. Coordinate the Work with the adjacent project as listed below:

- a) South Chollas Landfill Operation Yard Improvement Project (Phase 2B), Mark Calleran, 619-533-5197
- b) Chollas Building, Parita Ammerlahn, (619) 533-4162

SECTION 4 - CONTROL OF MATERIALS

- **4-1.3.6 Preapproved Materials.** To the City Supplement, ADD the following:
 - 3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.
- **4-1.6 Trade Names or Equals.** ADD the following:

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

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

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

- **6-7.1 General.** To the City Supplement, ADD the following:
 - 5. 30 Working days for full depth asphalt final mill and resurfacing work required per SDG-107.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

- 7-3.1 Policies and Procedures.
 - 1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
 - 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.

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

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

7-3.2.3 Contractors Pollution Liability Insurance.

- 1. You must procure and maintain at your expense or require Subcontractor, as described below to procure and maintain, the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
- 2. All costs of defense must be outside the limits of the policy. Any such insurance provided by Subcontractor instead of you must be approved separately in writing by the City.
- 3. For approval of a substitution of Subcontractor's insurance, you must 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 must not exceed \$25,000 per claim.
- 4. Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
- 5. Occurrence based policies must be procured before the Work commences and must be maintained for the Contract Time. Claims Made policies must be procured before the Work commences, must be maintained for the Contract Time, and must include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
- 6. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

7-3.2.4 Contractors Hazardous Transporters Pollution Liability Insurance.

- 1. You must provide at your expense or require Subcontractor to provide, as described below 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 not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage.
- 2. All costs of defense must be outside the limits of the policy. The deductible must not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of you must be approved separately in writing by the City.
- 3. For approval of the substitution of Subcontractor's insurance the Contractor shall certify that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.
- 4. Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies must be procured before the Work commences and must be maintained for the duration of this contract. Claims Made policies must be procured before the Work commences, must be maintained for the duration of this contract, and must include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Work under this contract without advancing the retroactive date.
- 5. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.
- **7-3.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.
- 7-3.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

- 7-3.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document must be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.
- 7-3.5 Policy Endorsements.
- 7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

- a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.
- 7-3.5.1.2 **Primary and Non-Contributory Coverage.** The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, agents and representatives must be in excess of your insurance and must not contribute to it.
- 7-3.5.1.3 **Project General Aggregate Limit.** The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

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

7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

7-3.5.3.1 Additional Insured.

- The policy or policies must be endorsed to include as an Insured the City and a) its respective elected officials, officers, employees, agents. and representatives, with respect to liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you; except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement must not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of \$2782 of the California Civil Code.
- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.
- 7-3.5.3.2 **Primary and Non-Contributory Coverage.** The policy or policies must 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 must be in excess of your insurance and must not contribute to it.
- **7-3.5.3.3** Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies must provide that your insurance must 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 must provide cross-liability coverage.

7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

7-3.5.4.1 Additional Insured.

- The policy or policies must be endorsed to include as an Insured the City and a) its respective elected officials, officers, employees. agents, and representatives, with respect to liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you; except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of §2782 of the California Civil Code apply, this endorsement must not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.
- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.
- 7-3.5.4.2 **Primary and Non-Contributory Coverage.** The policy or policies must 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 must be in excess of your insurance and must not contribute to it.
- 7-3.5.4.3 Severability of Interest. For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies must provide that your insurance must 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 must provide cross-liability coverage.
- 7-3.6 Deductibles and Self-Insured Retentions. You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- 7-3.7 **Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.

- 7-3.8 Notice of Changes to Insurance. You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.
- **7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

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

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

WORKERS' COMPENSATION INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:

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

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

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

7-4

- 3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.
- 7-4.1.1 Waiver of Subrogation. The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

7-8.6 Water Pollution Control. ADD the following:

- 1. Based on a preliminary assessment by the City, the Contract is subject to WPCP.
- 7-10.5.3 Steel Plate Covers. Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 ³/₄".
- 7-15 **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** To the City Supplement, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

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

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

7-16 COMMUNITY OUTREACH.

7-16.1 General.

- 1. To ensure consistency with the City's community outreach plan for the project, the City will work with you to inform the public (which includes, but is not limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Efforts by you to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
- 2. You shall perform the community outreach activities required throughout the Contract Time. You shall assign a staff member who will perform the required community outreach services.

3. You shall closely coordinate the Work with the businesses, institutions, residents and property owners impacted by the Project.

Your example duties include notifying businesses, institutions, and residents of the commencement of construction activities not less than 5 days in advance, coordinating access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project, reporting activities at all Project progress meetings scheduled by the Engineer, attending the Project Pre-construction Meeting, attending 2 community meetings, responding to community questions and complaints related to your activities, and documenting, in writing, as well as logging in all inquiries and complaints received into the City's Public Contact Log located on the City's SDShare site:

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

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

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

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

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

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

7-16.1.1 Quality Assurance.

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

7-16.1.2 Submittals.

- 1. You shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.
 - a. Prior to distributing or mailing, you shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval. Submit a PDF copy of the approved door hangers to the Engineer.
 - b. After distributing or mailing, you shall submit verification of delivery and any copies of returned notices to the Resident Engineer. Submit a PDF copy of the approved letters and notices to the Engineer.
- 2. You shall use the City's SDShare site to identify and summarize communications (via phone, in person, and email) with the public within 24 hours of receipt, even if your response to the individual is still incomplete. You shall upload to the City's SDShare site copies of all written, electronic, and verbal communications and conversations with the public.

7-16.2 Community Outreach Services.

7-16.2.1 Public Notice by Contractor.

- 1. Post Project Identification Signs in accordance with section 7-10.6.2.
- 2. Notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet radius of the Project, of construction activities and utility service interruptions not less than 5 days in advance.
- 3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
 - a. Where Work is to be performed at least 5 days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b. Within 5 days of the completion of your construction activities where work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
 - c. No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.

- 4. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.
- 5. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1 ¼" Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
- 6. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834 or approved equal.
- 7. For all Work on private property, contact each owner and occupant individually a minimum of 15 days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.
- 8. A sample of public notices is included in the Contract Appendix.

7-16.2.2 Communications with the Public.

- 1. Coordinate access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project.
- 2. You shall provide updates on construction impacts to the Resident Engineer. You shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.
- 3. You shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer with each week's submittal of the Three-Week Look Ahead Schedule.
- 4. At the request of the Resident Engineer, you shall attend and participate in project briefings at community meetings.
- 5. You shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within 24-hours that they are received.

7-16.2.3 Communications with Media.

- 1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
- 2. Occasionally, members of the media may show up at construction sites, uninvited. Members of the media (including, but not limited to newspaper, magazine, radio, television, bloggers, and videographers) do not have the legal right to be in the construction site without the City's permission.

- 3. In the event media representatives arrive near or on the construction site(s), You shall keep them off the site(s), in a courteous and professional manner, until a Public Information Officer is available to meet them at an approved location.
- 4. You shall report all members of the media visits to the Resident Engineer as quickly as possible, so that the City's Public Information Officer can meet with the members of the media at the construction site(s).
- 5. If the City allows members of the media to access a construction site, you shall allow the City to escort the media representatives while they are on the construction site and shall ensure their safety.
- 6. You shall require media representatives to sign in and out of the Site Visitor Log and to use Personal Protective Equipment.
- 7. You have a right to speak to members of the media about your company and its role on the project. All other questions shall be referred to the City.
- 7-16.4 **Payment.** The Payment for the Community Outreach Service is included in the contract price.

7-20 **ELECTRONIC COMMUNICATION.** ADD the following:

Virtual Project Manager will be used on this contract.

SECTION 9 - MEASUREMENT AND PAYMENT

- **9-3.2.5** Withholding of Payment. To the City Supplement, item i), DELETE in its entirety and SUBSTITUTE with the following:
 - i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM."

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

SECTION 203 – BITUMINOUS MATERIALS

203-15 **RUBBER POLYMER MODIFIED SLURRY (RPMS).** To the City Supplement, CORRECT section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
203-15	RUBBER POLYMER MODIFIED SLURRY (RPMS)	203-16
203-15.1	General	203-16.1
203-15.2	Materials	203-16.2
203-15.3	Composition and Grading	203-16.3
203-15.4	Mix Design	203-16.4

SECTION 300 – EARTHWORK

- **300-1.4 Payment.** To the City Supplement, paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:
 - 2. Payment for existing pavement removal and disposal of up to 12" thick, within the excavation e.g., trench limits, shall be included in the Bid item for installation of the mains or the Work item that requires pavement removal.

SECTION 302 – ROADWAY SURFACING

302-3 PREPARATORY REPAIR WORK. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

302-3 PREPARATORY REPAIR WORK.

- 1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.
- 2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.
- 3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2" for Residential streets, and a minimum depth of 3" for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2" for residential streets, and a minimum of 3" for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.

- 4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10" below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base."
- 5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Aggregate Base."
- 6. 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."
- 7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT." Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, "ASPHALT CONCRETE."
- 8. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
- 9. Following the asphalt placement, the Contractor 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, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
- 10. The minimum dimension for each individual repair shall be 4' x 4' 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) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base." Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Base."
 - c) The Contractor 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.

d) 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. The areas for scheduled repairs have been marked on the street.

302-3.1 Asphalt Patching.

- 1. Asphalt patching shall consist of patching potholes, gutter-line erosion, and other low spots in the pavement that are deeper than ½" per 302-5.6.2, "Density and Smoothness." These areas are generally smaller and more isolated than those areas in need of mill and pave.
- 2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. The Contractor shall identify any new areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.
- 3. The Contractor shall identify and repair any areas that may require patching, prior to the placement of slurry seal for smooth finished product.
- 4. Asphalt overlay shall not be applied over deteriorated pavement. Preparatory asphalt work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
- 5. The Contractor shall remove distressed asphalt pavement either by saw cutting or milling, to expose firm and unyielding pavement; prepare subgrade (as needed); and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
- 6. Prior to replacing asphalt, the area shall be cleaned and tack coated per 302-5.4, "Tack Coat".
- 7. Following the asphalt placement, the Contractor shall roll the entire patch in both directions covering the patch at least twice.
- 8. After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
- 9. Base repairs shall not exceed 20% RAP in content.

302-3.2 Payment.

1. Payment for replacement of existing pavement when required shall be included in the unit bid price for Asphalt Pavement repair for the total area replaced and no additional payment shall be made regardless of the number of replacements completed. No payment shall be made for areas of over excavation or outside trench areas in utility works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to the Contractor's failure to protect existing improvements. The Contractor shall reimburse the City for the cost of retesting all failing compaction tests.

- 2. The areas and quantities shown on the road segments and in appendices 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 these designated areas shall be considered to take precedent over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.
- 3. At the end of each day, the Contractor shall submit to the Engineer an itemized list of the asphalt pavement repair work completed. The list shall include the location of the work and the exact square footage of the repair.
- 4. Preparatory repair work and tack coating will be paid at the Contract unit price per ton for Asphalt Pavement Repair. No payment shall be made for areas of over excavation unless previously approved by the Engineer.
- 5. Milling shall be included in the Bid item for Asphalt Pavement Repair unless separate Bid item has been provided.
- 6. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.
- **302-5.1.1 Damaged AC Pavement Replacement.** To the City Supplement, DELETE in its entirety.
- **302-5.1.2** Measurement and Payment. To the City Supplement, DELETE in its entirety.
- **302-5.2.1** Measurement and Payment. To the City Supplement, item c), ADD the following:

Imported Subgrade material shall be paid per bid item "Imported Backfill".

SECTION 703 - ENCOUNTERING OR RELEASING HAZARDOUS SUBSTANCES

- **703-20 PAYMENT.** To the City Supplement, Item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Payment for waste management shall be included in the applicable Bid items as follows:
 - a) Preparation of Hazardous Waste Management Plan and Reporting (LS).
 - b) Monitoring, Testing, Sampling, Site Storage, and Handling of Soils Containing RCRA Hazardous Waste (TON).
 - c) Loading, Transportation, and Disposal of soils containing RCRA Hazardous Waste (TON).
 - d) Monitoring of Petroleum Contaminated Soil (HR).
 - e) Testing, Sampling, Site Storage and Handling of Petroleum Contaminated Soil (TON).

- f) Loading, Transportation, and Disposal of Petroleum Contaminated Soil (TON).
- g) Monitoring, Testing, Sampling Site Storage and Handling of Soils Containing Non-RCRA Hazardous Waste (TON).
- h) Loading, Transportation, and Disposal of Soils Containing Non-RCRA Hazardous Waste (TON).
- i) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Containerized RCRA Hazardous Waste (55 Gal DRUMS).
- j) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Containerized Non-RCRA Hazardous Waste (55 Gal DRUMS).
- k) Testing, Sampling, Site Storage, Handling, Transportation and Recycling/Disposal of Universal Waste (EACH).
- 1) Testing, Sampling, Site Storage, Handling, Transportation and Recycling/Disposal of Regulated Waste (TON).
- m) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of RCRA Hazardous Waste contamination from the treatment of contaminated ground water (GAL).
- n) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Non-RCRA Hazardous Waste contamination from the treatment of contaminated ground water (GAL).

SECTION 707 – RESOURCE DISCOVERIES

ADD:

707-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a Notice of Exemption for Chollas Material Bins Design - Build, as referenced in the Contract Appendix. You must comply with all requirements of the Notice of Exemption as set forth in the Contract Appendix A.

Compliance with the City's environmental document is included in the various Bid items, unless a bid item has been provided.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

Request for Proposal (Rev. July 2015) Attachment E – Supplementary Special Provisions Appendices Chollas Material Bins Design - Build

APPENDIX A

NOTICE OF EXEMPTION

Request for Proposal (Rev. July 2015) Appendix A – Notice of Exemption Chollas Material Bins Design - Build

NOTICE OF EXEMPTION

(Check one or both)

TO: X RECORDER/COUNTY CLERK P.O. BOX 1750, MS A-33 1600 PACIFIC HWY, ROOM 260 SAN DIEGO, CA 92101-2422 FROM: CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT 1222 FIRST AVENUE, MS 501 SAN DIEGO, CA 92101

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

PROJECT NO.; N/A

Material Bins

PROJECT TITLE: Chollas Concrete

PROJECT LOCATION-SPECIFIC: City of San Diego Chollas Operations Yard: 2781 Caminito Chollas, San Diego, CA 92105

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

DESCRIPTION OF NATUREAND PURPOSE OF THE PROJECT: This project includes the construction of concrete material bins at the Chollas Operations Yard. Concrete bins will be constructed on an existing asphalt lot to provide more efficient storage of materials. All staging, stockpiling of soils, and materials and all work shall occur within developed areas.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego Public Utilities Department, Sean Paver 9192

Topaz

Way, San Diego, CA 92123 (858) 292-6423

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))
- (X) CATEGORICAL EXEMPTION: 15301 (Existing Facilities)
- () STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review and determined the project meets the categorical exemption criteria set forth in the CEQA State Guidelines Section 15301 (Existing Facilities) which allows for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing facilities (public or private) involving negligible or no expansion of use beyond that existing at the time of the determination; specifically minor alteration of existing facilities involving negligible or no expansion of use. This project will construct concrete bins to improve the existing storage of material onsite and is not an expansion of use beyond that existing at the time of determination.

LEAD AGENCY CONTACT PERSON: Jeffrey Szymanski, Senior Planner TELEPHONE: (619) 446-5324

IF FILED BY APPLICANT:

- 1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
- 2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT? () YES () NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA.

CHECK ONE: (X) SIGNED BY LEAD ACENCY

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

Request for Proposal (Rev. July 2015) Appendix A - Notice of Exemption Chollas Material Bins Design - Build 58 | Page

APPENDIX B

FIRE HYDRANT METER PROGRAM

Request for Proposal (Rev. July 2015) Appendix B - Fire Hydrant Meter Program Chollas Material Bins Design - Build

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 10F 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. <u>AUTHORITY</u>

- 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.)

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT	PAGE 20F 10	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

- 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. <u>POLICY</u>

- 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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT	PAGE 30F 10	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
,	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

- 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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 4OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

4.6 **Conditions and Processes for Issuance of a Fire Hydrant Meter**

Process for Issuance

- a. Fire hydrant meters shall only be used for the following purposes:
 - 1. Temporary irrigation purposes not to exceed one year.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT	PAGE 50F 10	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

- 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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 6OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT		EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 70F 10	October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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. <u>EXCEPTIONS</u>

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 80F 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		· · · · · · · · · · · · · · · · · · ·
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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.

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT	PAGE 90F 10	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
,	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

7. FEE AND DEPOSIT SCHEDULES

7.1 Fees and Deposit Schedules: The fees and deposits, as listed in the Rate Book of Fees and Charges, on file with the Office of the City Clerk, are based on actual reimbursement of costs of services performed, equipment and materials. 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.

Request for Proposal (Rev. July 2015) Appendix B - Fire Hydrant Meter Program Chollas Material Bins Design - Build

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

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

Larry Gardner 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 DivisionSubject Index:Construction Meters

Fire Hydrant Fire Hydrant Meter Program Meters, Floating or Vehicle Mounted Mobile Meter Program, Fire Hydrant Meter

Distribution:

DI Manual Holders

Ar	oplication fo	or Fire	libit a)		
Oby of San Diego PUBLIC UTILITIES Hy Water & Wastewater	drant Mete	er		(For Office Use O	
			NS REQ	FA	
	METER SHOP	(619) 527-7449	DATE	BY	
Meter Information	Application Date			Requested Install Date:	
Fire Hydrant Location: (Attach Detaile	ed Map//Thomas Bros. N	lap Location or Const	ruction drawing.) <u>Zip:</u>	<u>T.B.</u>	<u>G.B.</u> (CITY USE)
Specific Use of Water:					
Any Return to Sewer or Storm Drain,	lf so, explain:				······
Estimated Duration of Meter Use:			·	Check	Box if Reclaimed Water
Company Information				-	
Company Name:		<u></u>	,		
Mailing Address:					· · · ·
City:	State	z Z	р:	Phone: ()
*Business license#		*Cont	ractor license#	!	
A Copy of the Contractor's li	cense OR Business	License is requir	ed at the time (of meter issua	ince.
Name and Title of Billing (PERSON IN ACCOUNTS PAYABLE)	; Agent:			Phone: ()
Site Contact Name and Title:			Phone: ()		
Responsible Party Name:			Title:		
Cal ID#			Phone: ()		
Signature: Date:					
Guarantees Payment of all Charges Result	ing from the use of this Met	er. Insures that employe	es of this Organization	understand the prop	<u>per use of Fire Hydrant Meter</u>
		5. d.			·
Fire Hydrant Meter F	Removal Requ	est	Requested R	emoval Date:	
Provide Current Meter Location if Diff	ferent from Above:			· · · · · · · · · · · · · · · · · · ·	te and an address of the test of the second seco
Signature:			Title:		Date:
Phone: ()		Pager:	()	, ,	, L
		<u></u>	-		
City Meter	Private Meter				
Contract Acct #:		Deposit Amount:	\$ 936.00	Fees Amount:	\$ 62.00
			5		6.7

Meter Serial #	Meter Size: 05	Meter Make and Style: 6-7
Backflow #	Backflow Size:	Backflow Make and Style:
Name: Request for Proposal (Rev. July 2015)	Signature:	Date: 70 Page

Appendix B - Fire Hydrant Meter Program Chollas Material Bins Design - Build

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

Request for Proposal (Rev. July 2015) Appendix D - Sample City Invoice Chollas Material Bins Design - Build

Project Name:				Contractor's Address	Address:			
Work Order No or Job Order No.								
City Purchase Order No.				Contractor's Phone	Phone #:		Invoice No.	
Resident Engineer (RE):				Contractor's fax #	fax #:		Invoice Date:	
	Fax#:			Contact Name:	.е		Billing Period: (£
Item # Item Description		contract Au	ization	Previous 7	ate	iis Esti		Totals to Date
	Unit Price	e	Qty Extension	%/QTY	Amount % / QTY			Amount
						۰ ه	- 1	•
2.			1 I			н - ч	%000 0	л ч л ч
. 4					•	- \$		4
2		┝	\$			\$		•
						4		•
7			+		-	- \$		۰ \$
8	-		- \$		-	- \$		ı ج
5			<u>۰</u>		1	\$		•
10			•••		۰ ۰	5		•
11		_	' ج		۰ ۰	\$		\$
12			J.		, N	\$	- 1	\$
t1			ب	-	-	ч (л.	0,000	۰ ۰
14					-	۰ ا	0.00%	• •
15						۰ ۶۰۰		۰ ۰
			л А-			• ≁ •	· •	γ
17 Field Orders					-	т (ур	%00°0	•
18		_	- -		-	1 6 7		3 50-1
CHANGE ORDER No.						۰ هر ا	0.00%	5
Total Authorized Amount (including approved Change Order)	uding approved Chang	e Order)	+ 1			- •	· ·	
SUMMARY				1]	
A. Original Contract Amount	ł	,	I certify that the materials	ials	Retention an	d/or Escrow F	Retention and/or Escrow Payment Schedule	Jule
B. Approved Change Order #00 Thru #00	\$	1	have been received by me in		Total Retention Required as of this billing (Item E)	ed as of this billi	ng (Item E)	\$0.00
C. Total Authorized Amount (A+B)	\$	•	the quality and quantity specified		Previous Retention Withheld in PO or in Escrow	/ithheld in PO o	in Escrow	\$0.00
D. Total Billed to Date	.			4	Add'I Amt to Withhold in PO/Transfer in Escrow:	in PO/Transfe	r in Escrow:	\$0.00
E. Less Total Retention (5% of D)	\$	I	Resident Engineer		Amt to Release to Contractor from PO/Escrow:	ntractor from P	O/Escrow:	
F. Less Total Previous Payments	\$	•		<u></u>				
G. Payment Due Less Retention		\$0.00	Construction Engineer	۲.				
H. Remaining Authorized Amount		\$0.00		<u>~</u>	Contractor Signature and Date:	nd Date:		

Request for Proposal (Rev. July 2015) Appendix D - Sample City Invoice Chollas Material Bins Design - Build

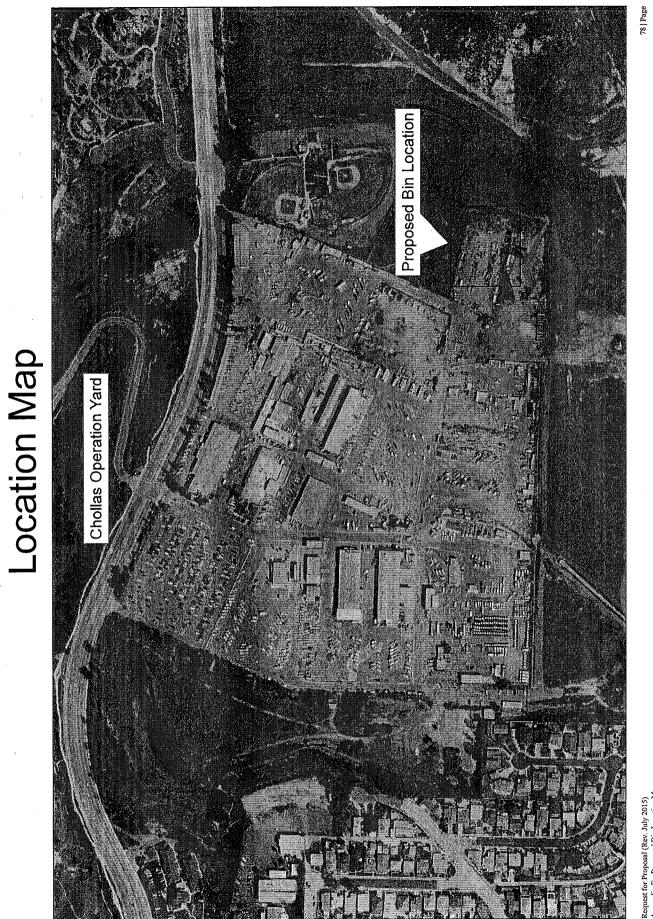
76 | Page

APPENDIX E

PROPOSED BIN LOCATION MAP

Request for Proposal (Rev. July 2015) Appendix E – Proposed Bin Location Map Chollas Material Bins Design - Build

77 | Page



Request for Proposal (Rev. July 2015) Appendix E - Proposed Bin Location Map Chollas Material Bins Design - Build

APPENDIX F

ADJACENT PROJECTS

Adjacent Projects

Project Title

South Chollas Landfill Operations Yard Improvement Plans

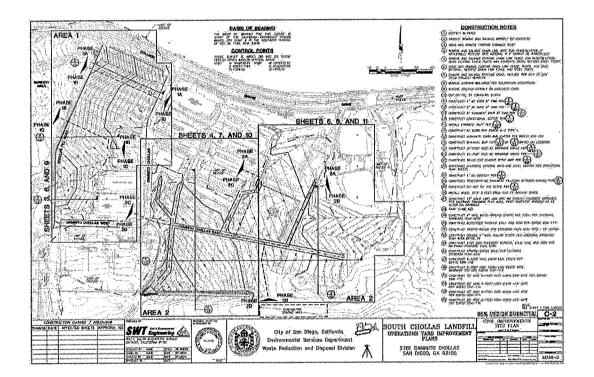
WBS S-00884

Project Manager

Mark Calleran 619-533-5197 mcalleran@sandiego.gov

Senior Civil Engineer

Sylvia Castillo



APPENDIX G

HAZARDOUS LABEL/FORMS

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).

<u>Que</u>	stions 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. 5-02-08 Page 1 of 2

NON REPORTABLE RELEASE INCIDENT FORM

2. ADMINISTRATIVE INFORMATION

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

3. CHEMICAL INFORMATION

Chemical	Quantity	$_{\rm GAL}$	LBS	⊢ □ _{FT³}
Chemical	Quantity	GAL	LBS	□ _{FT³}
Chemical	Quantity	GAL	LBS	□ _{FT³}
Clean-Up Procedures & Timeline:		 		
	·	 		
		 •		
Completed By:	Phone:			
Print Name:	Title:			

A BUSINESS NAME FACILITY EMERGENCY CONTACT & PHONE NUMBER INCIDENT MO DAY TIME OES OES DATE I I Image: Control of the phone in the phon			EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM
B DATE Image: Control No. Image: Control No. C INCIDENT ADDRESS LOCATION CITY / COMMUNITY COUNTY ZIP C INCIDENT ADDRESS LOCATION CITY / COMMUNITY COUNTY ZIP C CHEMICAL OR TRADE NAME (print or type) CAS Number CHECK IF CHEMICAL IS LISTED IN CHECK IF RELEASE REQUIRES NOTIFI- CATION UNDER 42 U.S.C. Section 9603(a) D PHYSICAL STATE CONTAMINATION CHECK IF RELEASE QUANTITY RELEASED SOLID LIQUID GAS SOLID QUANTITY RELEASED SOLID LIQUID GAS DURATION OF RELEASE QUANTITY RELEASED E SOLID LIQUID GAS DURATION OF RELEASE E MATER GROUND THE OF RELEASE DURATION OF RELEASE E MATER GROUND THER DAYS MOUS_MANNENTAL CONTAMINATION ACTION TAKEN GROUND THER FEFECTS (Use the comments section for addition information) ACTION TAKEN CHRONIC OR DELAYED (explain) NO TKNOWN (explain) NO TKNOWN (explain) ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS		A	BUSINESS NAME FACILITY EMERGENCY CONTACT & PHONE NUMBER
CHEMICAL OR TRADE NAME (print or type) CAS Number CHECK IF CHEMICAL IS LISTED IN CHECK IF RELEASE REQUIRES NOTFI- CATION UNDER 42 U.S.C. Section 9603 (a) PHYSICAL STATE CONTAINED SOLID LIQUID GAS PHYSICAL STATE CONTAINED AUXINITY RELEASED CAS NUMBERTAL CONTAINED ARE GROUND OTHER CHECK IF RELEASE QUANTITY RELEASED QUANTITY RELEASED QUANTITY RELEASED QUANTITY RELEASE QUANTITY RELEASE QUANTITY RELEASE QUANTITY RELEASE QUANTITY RELEASE QUANTITY RELEASE ACTION OF RELEASE QUANTITY RELEASE ACTIONS TAKEN		E	DATE OES (use 24 hr time) CONTROL NO.
		d	INCIDENT ADDRESS LOCATION CITY / COMMUNITY COUNTY ZIP
40 CFR 355, APPENDIX A CATION UNDER 42 U.S.C. Section 9603 (a) PHYSICAL STATE CONTAINED PHYSICAL STATE RELEASED SOLID LIQUID GATION WENTAL CONTAMINATION TIME OF RELEASE ENVIRONMENTAL CONTAMINATION TIME OF RELEASE AR WATER GROUND OTHER AR ACTIONS TAKEN ACTIONS TAKEN ACTIONS TAKEN ACTIONS TAKEN ACTIONS TAKEN ACTIONS TAKEN CHRONIC OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information) CHRONIC OR DELAYED (explain) CHRONIC OR DELAYED (explain) OHRONIC OR DELAYED (explain) NOTKNOWN (explain) ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION) H COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)			CHEMICAL OR TRADE NAME (print or type) CAS Number
SOLID LIQUID GAS SOLID LIQUID GAS ENVIRONMENTAL CONTAMINATION TIME OF RELEASE DURATION OF RELEASE AIR WATER GROUND OTHER ACTIONS TAKEN			
AIR WATER GROUND OTHER DAYSHOURSMINUTES ACTIONS TAKEN			
E			
Image: Second			ACTIONS TAKEN
F ACUTE OR IMMEDIATE (explain) CHRONIC OR DELAYED (explain) NOTKNOWN (explain) ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS G COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION) 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 information is true, accurate, and complete. REPORTING FACILITY REPRESENTATIVE (print or type)		E	
F ACUTE OR IMMEDIATE (explain) CHRONIC OR DELAYED (explain) NOTKNOWN (explain) ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS G COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION) 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 information is true, accurate, and complete. REPORTING FACILITY REPRESENTATIVE (print or type)			
F ACUTE OR IMMEDIATE (explain) CHRONIC OR DELAYED (explain) NOTKNOWN (explain) ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS G COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION) 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 information is true, accurate, and complete. REPORTING FACILITY REPRESENTATIVE (print or type)			
Image: Notknown (explain) ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS Image: ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS Image: Comments (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION) Image: Head Structure			
ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION) Image: Provide the section of the sectio		F	CHRONIC OR DELAYED (explain)
G			NOTKNOWN (explain)
Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete.			ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS
Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete. Image: Provide the submitted information is true, accurate, and complete.		G	
submitted and believe the submitted information is true, accurate, and complete.		®][COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)
submitted and believe the submitted information is true, accurate, and complete.			·
submitted and believe the submitted information is true, accurate, and complete.		H	
submitted and believe the submitted information is true, accurate, and complete.			
REPORTING FACILITY REPRESENTATIVE (print or type)	ſ		submitted and believe the submitted information is true, accurate, and complete.
			REPORTING FACILITY REPRESENTATIVE (print or type)

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:

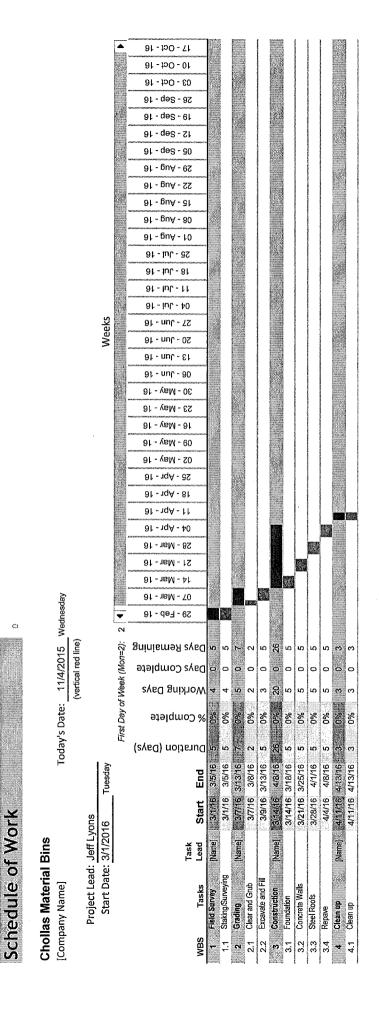
State Emergency Response Commission (SERC) Attn: Section 304 Reports Hazardous Materials Unit 3650 Schriever Avenue Mather, CA 95655

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

SCHEDULE OF WORK

Request for Proposal (Rev. July 2015) Appendix H - Schedule of Work Chollas Material Bins Design - Build

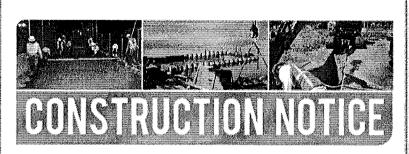


Request for Proposal (Rev. July 2015) Appendix H - Schedule of Work Chollas Materials Bins Design - Build

87 | Page

APPENDIX I

SAMPLE OF PUBLIC NOTICES



PROJECT NAME

Trenching on your street is complete.

What you need to know:

- Pipe installation on your street is complete and construction crews are now installing new pipeline for this project at another location.
- You may see temporary trench plates or trench caps for some time –even after construction activities have concluded on your street.

Street resurfacing:

- Your Streets will be resurfaced once the entire pipeline project is complete.
- Concrete streets will not be resurfaced curb to curb; only the trench will be backfilled.
- Street resurfacing may be delayed due to the City's slurry seal moratorium.

Estimated resurfacing completion on your street:

(Insert Date-Month and Year)

For questions related to this work Call: (619) 533-4207 Email: engineering@sandiego.gov Visit: sandiego.gov/CIP

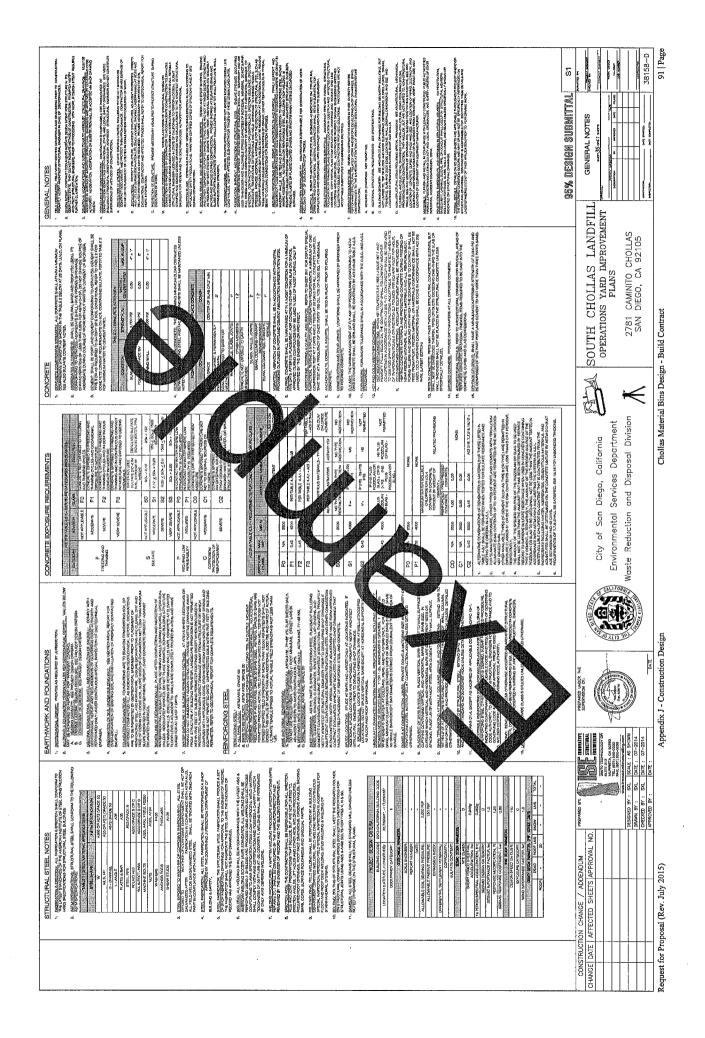


Ô

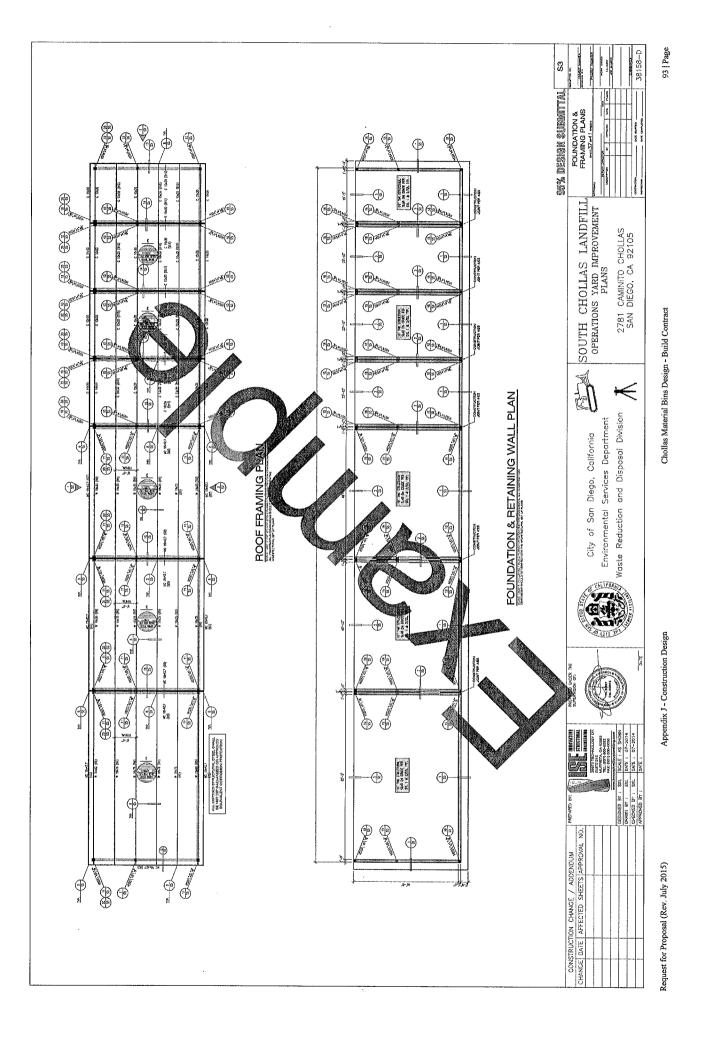
89 | Page

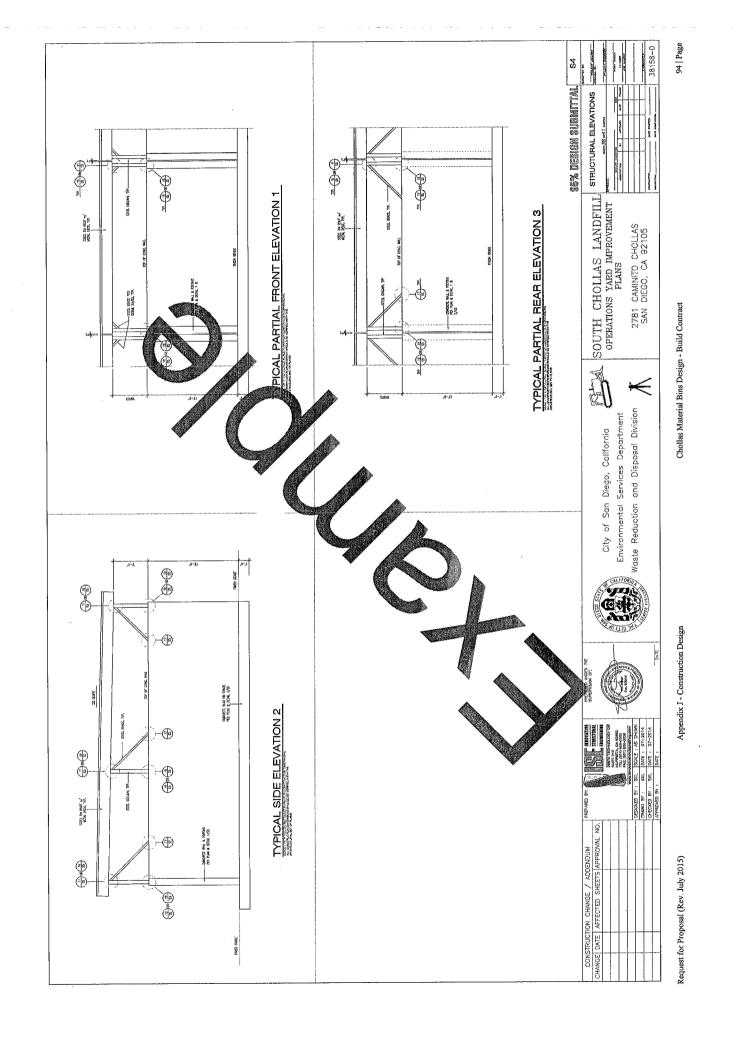
APPENDIX J

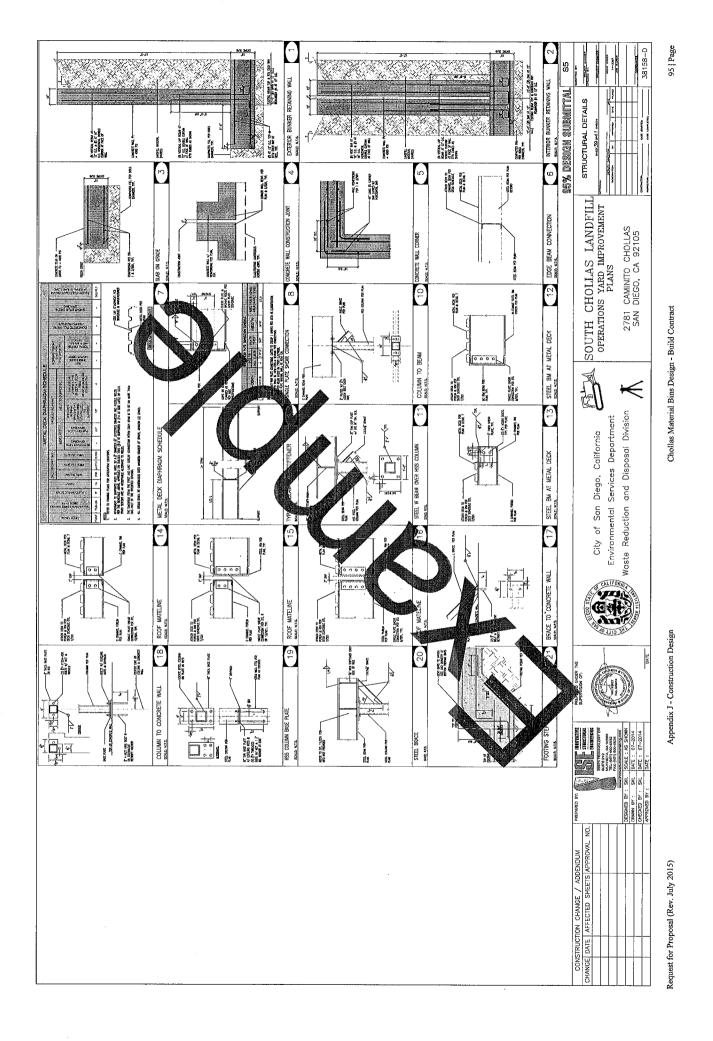
CONSTRUCTION DESIGN



92 | Page 38158-D PROPERTY AND INC. SS DIS PARADA PARADA INTERCENTIA IN SECONDERING ION IN VALOMA DAVING PARADARAMA AND ENCORDA Britacendos donta las fecto na netrana under an tel nortent fecto normente fentino frames. -. • . • • LIPPA 2 & LIPPA 10 1000 Mar 10 1001 Mar 10 Mar • • 0 0 8 A TRUCTURE MANAGE Cost Rend reactioners The solution on according the total N XLUEVIS, IR OTOR DECAMPARTIES NANAZADAN'S WITHATIA AGG. BINAIACIERAN STRUCTAN, SAVAG, AZ APUDAL, TALTZAG, TO 14, MLL BE REJETIES, FOR ROLLED SAVES, ASTA REL, I. STTERA APLIES. TESTAO MEL, ENDOR DO MATERIA, FORON DI PARTATO --95% design submittal CONT THE SPECIAL INSPECTION NOTES set136 oct 1 setts • q NETICI PARTICLE 5 CHOMAN A YOU KONTY USING THIM OF HUT A CONTRACTOR OF A STATE AND A CONTRACT OF A Addra Faller Awars
 Registration Auto System Science of Management Control (1994)
 Registration Activity Science of Automatic Activity of Management Control (1994)
 Registration Activity Science Science October (2011) ATTAL IONICE VEHICATION OF WITHOUTST OF REVIEWORDED.
 OFHIR THANAST AL TOX. Munit Mess, which corrected on the original models, which and would be as ARL BE BUELECTED A, MA MBLY LOCATONS C. APPLICATIONS OF 2005 DETAAL AT STANDTUAL STITT MAPTER AT NOTE 1. PYERATING TO A AT 107TE ALL TRANSPORT SOUTH CHOLLAS LANDFILL OPERATIONS YARD IMPROVEMENT PLANS IS NOT SAN BE THAN AND LEXING LEXING DOCATION AND BOND OF THE WAY OF ALDARDY T • • • • • • • • Contraction and and the former of the former 2781 CAMINITO CHOLLAS SAN DIEGO, CA 92105 . 1911 - 1911 - 1911 - 1914 - 1914 - 1914 - 1914 - 1914 - 1914 - 1914 - 1914 - 1914 - 1914 - 1914 - 1914 - 1914 -1917 - 1917 - 1914 - 1914 - 1914 - 1914 - 1914 - 1914 - 1914 - 1914 - 1914 - 1914 - 1914 - 1914 - 1914 - 1914 -1914 - 191 • • • • • . • • . ĸ • an an coordad THEY AND MATCH • D • NO 2 NO 423 THEX, SUBMERAL D . . INNER, SPECIAL NUSPECTION, JACANTECT ISTTAUTURAL, ENZINEERS AND, UPON PECULERT, TO GUNE 2.10 TISTIS AND NAMECTIONS OF CANDENTRALISE ANTIGRALISE PURMASHED WITHOUT MALL, LAUGUNE of annual period D . D DIATIVA. р Þ 0 IT OF PRESENCES FORCE. ACTORS AND SPECIAL NISPECTICR, STRUCTRAL S PEOR TO PLACEMENT OF CONTROLLED PLUE OBSERVE SUNDANDE AND VERIEY THAT SITE HAS NEEN PSILPARED SPICIFICS S21, OMOLI AND THE OF ADMICINE MENT, ANCHORMOLIS, PRESENTISSUNG TENDONS AND ANCHORMOLIS. L. INTERTOR SULL INVECT WOOD NEAL LEAD DUFINISM FTR FABLE 2380.3.2. CHICK PAREL CAMPE THERENESS FURDERS SUES AT ADIONING MANEL EDGES & MARES ON CAMP IS VEHICY MATCHALS INFORM FOOTINGS ANT ACCOUNTS TO ACHIEVE THE DESIGN BLANNING CAPACITY. INCO DEPTH VEHITY USE OF PROPER MATCHILS, DENSITIES AND LET THEORISMS BUILKING FUNCTIONISE AND COMPACTION OF CONTROLLED FILL. Chollas Material Bins Design - Build Contract VEHITY DICAVATIONS ARE DOTEN AND HAVE REACHED PROPER MA H. TYPE, SIZE AND LOCATION OF OTHER DETAILS OF ANCHORA SERVICE UNAL MEMORY, FUX L. APPLICATION AND MEASU C. PLACIMENT OF MUNIC PRESENCESCING TEMPOR II. PLACEMENT OF MEN OF MORTAGE IDINTS K. PROTICTION CEMPERATI MA ← . Name No • CALCANDLENS OF THE PACHED STORE FOOTING 10 SUBNET 1 o o Trabiologine (La construction) and the second of the s Waste Reduction and Disposal Division . Internative Antimatic Rescuence and the state state state of the state. It is not accurate the state st state stat Environmental Services Department QUALITY ASSURANCE (STRUCTURAL OBSERVATION, MATERIALS TESTING, AND SPECIAL INSPECTION). D 0 City of San Diego, California CONTRACE REPORT INCOME. INCOMENDATION RECITL. CONTRACT RECIPCING REPORT OF RECIPCING PREDAL PRECIPCING RECOVER Described expression de Recover for Archive Recover Recover Recipcing Recover and Recover Archive Recover of Co STREET OF ALL SAME THE SOLVEMENT OF ALL SAME SALE AND A CONTRACT CATEGORY & WHERT S-SECOND GUT BASE WIND SPEED IS 120 MINH OR GAUATER. 1. NEWECTION OF RENEDORING STEEL, INCLUDING PAESINGSING TENDORS, AND PLACEMENT. STEEL WELDING IN ACCORDINACE DN D. WHENE THE THEOR GREATER. I, INSPECTION OF RUNIORCIN WITH TABLE 1200.2 (1110) 4 2. REQUIRED IN VAND SYRONUS 3-SECOND GUST DASK WIND If UTHER OF THE COND INCOUNTO 1, NOOF CLADENN 2, WALL CLADENN 3, REQUINTORON 0 • . × . . D р R . . • . . CITCH SUBMITTECH STRUCTURING STREEL OLUM ·u n D p ø n COLO FORMER STELL FRAMMO: INSPECTION OF WITHING STERALE RESIDENCESTICAL SERVERATES AND AL DUTING ADDREAMING, AND EASTERNING OF ITEMA IN SEMAN-LEXTING AND THE MELLUDARY STRUTE, BIALES, AND ARCHIFTCTURAL COMPONING: PROJUNIC DIARMA CRECTEDA N. FANTONING: OF LYTERION CLADONIAL MITRICO 4. EXTERNO MON-BARMING WALLS, V. MICHINIS STRUCTURES MICHINE TRANSPORT PROJUNICAL VALUES OF DESCRIPTIONES SESME CORF. AUSTIMA WATEN WATEN WATENCESS ASSAULTS TO SCIAME COSTEM CATEGORY C, D. E. F 3. O SCIAMET SERVE STATENCE ASSAULTS TO 3. SOLVER DESCH CATEGORY D, E. K. A STRUCTURAL STELL REQUIDE IN ACCONDANCE WITH DEMULT ADVIVANCE FLAN RECORD ON ASS AND DECEMBER SA STELL REMICTURED WE CATFORDING CANTER A 23 DECEMBER CANTER FRED CAUTER FRED CAUTER ASSTERAS ACENTRIQ PERSIAN, INCLUZIONA DE LE LE CONTRA PERSIANA DE LE LE CONTRA DE LE CONT ACTUAL DE LE CONTRA DE LE C ALLER NAME 4.6. DEDITARY MONLINE FAMILY, DETROGNE AND MAGNETSC MATHELE TESTING OF L29 WELDS APE ONLY REQUINED AT DEMAND CHITCAL WELDS. INMARE NAME ACTIVE FROMME REQUERED DUMNER UNERSIGNED OF ACTIVE FROMMER MARCHING BET ON HIGHER IN SEISANC DUSING CAFEGORY D, E.F. I MALING, BOLTHG, AMCHENNEG AND OTHER FASTIMIN OF CONFORCHTS OF THE ALEMAN MESSING SNETTAL WELLEDING: WOOD VIEAR WALLS, WOOD SAFHMAGAS. SCEPTION: NOT RECIDENTE AT SHEAR WALLS, DIANA WELIDING MURING, BOLTING, ANU HORING TO CHAL IN NOTSING FOR SEGURING SMERRY WHER 25 AST SACHARCEST THE SERVICING IN MARKE THAM P. C. 2. CATTO JH Appendix J - Construction Design ANCHOMAGE OF LIFETRIKAL EQUIPARIATE FOR EA STANDER POWER NOT NASTENS IN STRUCTURES ACOT STEAMED DESIGN CATEGORY C. D. S. F. ROME: SPICIAL MAPECTICALIS ADT REC DETENSA CLASSING, NON-REARING V 14.14 104LISTI NOLOBISTIN NOLVOINISTI TAIDUCTILIST NORISLIANAN ONOTINI TITLI TAIDUCTILIST NORISTI NOLOBISTIN ONE ONUSTI OTAM これできた おうくうんかい たいたいが A province of the second PREPARED UNDER SUPERVISION OF A Contraction (Contraction) (Contraction) (Contraction) Contraction (Contraction) (A Marcelland Ξ. . .* 4 EERODIS NUERCITION, INTERVITION INSPECTION AS PERANTED BY THE RANK, OPECHED AT PER-DETERMINED ANTERVILLS FOR FROM THE REVEAL AND AT PERANTEL REVIEWANT EDUBATION APPENDENT AND/AT RECEAL INSPECTION. DESIGNED BY: SYL SCALE: DRAWN BY: SYL DATE: CHECKED BY: SXL DATE: APPROVED BY: DATE: SECRE INSECTION A CLUBED FERSOR VARIOUT BY THE RULTIMO AND A THE R CONTINUOUS INSPECTION: ON SITE INSPECTION BY THE SPECIAL INSPECTION ON A CONTINUOUS BASIS OBSERVING ALL WORK REQUIRING SPECIAL INSPECTION. E AND OTHER Anti-All Terry And All Starts Plant, Ancient Fragman, Ancien Darf ouces here, or wood surface. A self-control burg, service indicating software on pawmense. Monany Large-ven here, duwing references uncertained and the service score, with 100 55 REPORT, MANAMYELD SITESS, PV-83X53. PROPRIETARY ANCHORAGES AND FASTENERS Wing, LTDS. REI WARAFTI REPORTING MATTING MATRIX CONSTRUCTIONS MATRIX MATURES AND DEPARTMENT IN MATRIX CONSTRUCTIONS AND ADDRESS AND ADDRESS AND DEPARTMENT IN MATRIX CONSTRUCTIONS AND ADDRESS AND SERVETURE & CLASH TO AS DECOMMENT CALIFORM II DR R. Elecant OF THE VIECTURE TO FALLER THAN THE CALIFORM F. A CLASH TO AR THE CHARCTERIE AN ANALIRE DI VALUAR CATAGORY F. A CLASH TO AR THE CLASH CALIFORM F. ANALORE DI VALUAR CATAGORY F. A CLASH TO AR THE CLASH CALIFORM F. ANALORE DI VALUAR CATAGORY F. A CLASH TO AR CLASH SE SCHARLED IV THE CLASH CALIFORM F. A CLASH TO AR MARKED AND THE CLASH CALIFORM F. A CLASH TO ARCONG MARKED AND THE CLASH CALIFORM F. A CLASH TO ARCONG MARKED AND THE CLASH CALIFORM F. A CLASH TO ARCONG MARKED AND THE CLASH TO ARCONG THE CLASH TO ARCONG MARKED AND THE CLASH TO ARCONG THE CLASH TO ARCONG MARKED AND THE CLASH TO ARCONG THE CLASH TO ARCONG MARKED AND THE CLASH TO ARCONG THE CLASH TO ARCONG MARKED AND THE CLASH TO ARCONG THE CLASH TO ARCONG MARKED AND THE CLASH TO ARCONG THE CLASH TO ARCONG MARKED AND THE CLASH TO ARCONG THE CLASH TO ARCONG MARKED AND THE CLASH TO ARCONG THE CLASH TO ARCONG MARKED AND THE CLASH TO ARCONG THE CLASH TO ARCONG MARKED AND THE CLASH TO ARCONG THE CLASH TO ARCONG MARKED AND THE CLASH TO ARCONG THE CLASH TO ARCONG MARKED AND THE CLASH TO ARCONG THE CLASH TO ARCONG MARKED AND THE CLASH TO ARCONG THE CLASH TO ARCONG THE CLASH TO ARCONG MARKED AND THE CLASH TO ARCONG THE CLASH TO ARCONG MARKED AND THE CLASH TO ARCONG THE CLASH TO ARCONG THE CLASH TO ARCONG MARKED AND THE CLASH TO ARCONG THE TO ARCONG THE CLASH TO ARCONG THE CLASH TO ARCONG THE CLASH TO ARCONG THE CLASH TO ARCONG THE TO ARCONG AND PEORETANDE POLDAY THE ENGINEER OF RECOM 5 D, E. F. WHEN THE FOLLOWING O SPECIAL INSPECTOR SHALL BE HRRED BY THE CONNEL AS RECURIED REP THE RUNNS. TESTING FOR DRILL AND FROM ANCHORE: A. SECONL NEESCIDNE, SPECIAL ANDAR: INSPECTION DUPING NISTALLATION: DEPUTY SPECIAL INSPECTOR 6. REPORTS SHALL BE SUBMITTED TO THE BUILDIN DETERMINED BY THE BUILDING OFFICIAL CONSTRUCTION CHANGE / ADDENDUM CHANGE DATE AFFECTED SHEETS APPROVAL NO. SOUTHWEST TESTING AND INSPECTION JAY DREAMER (\$23.941-2920 STRUCTURE IS CLASSIFED AS OCCURAMEN CATFICON The Automoc Module is carently from 35 ft. Mice accusation is the Endomoc Section -Mice accusation is by the Endomoc Section. Request for Proposal (Rev. July 2015) OF DAMAGNOL HOUSS SAU WHITTEN RECOMMENDATE DELETIEROUS INVESTIGALE POCK AND HORS AND NEY MATERIALS THAT THEY AND NEY Sectorization on Antication LICTLINAL OBSCHWATCHES FO TURAL DESCHWATCHES SHALL B TURES IN SERVIC DISON CAT DEPUTY SPECIM.







ATTACHMENT F

ATTACHMENT G

PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

.

ATTACHMENT G PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

PUBLIC UTILITIES DEPARTMENT

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

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

2. Addenda to this RFP (PASS/FAIL)

- 2.1. The Proposer shall acknowledge each addendum issued in connection with this RFP, by listing all issued addenda on an Addenda Acknowledgement sheet to be submitted with the Proposal. Failure to acknowledge all issued addenda shall result in the Proposal being considered **non-responsive** and ineligible for further consideration.
- 2.2. Including copies of addenda with the Proposal shall not constitute acknowledgement of issued addenda.

3. <u>Proposer Exceptions to this RFP (PASS/FAIL)</u>

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

4. <u>Summary of Proposal (5 Points Max)</u>

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

5. <u>Project Team (5 Points Max)</u>

- 5.1. Describe the proposed management plan for this Project. Describe the qualifications of key proposed construction and technical personnel, and subcontractors, from applicable fields including the following:
 - 5.1.1 Civil
 - 5.1.2 Structural
 - 5.1.3 Environmental
 - 5.1.4 Geotechnical
 - 5.1.5 Corrosion

6. <u>Technical Approach and Design Concept (30 Points Max)</u>

- 6.1. Describe in detail the proposed design concept for this Project. Include detailed descriptions, conceptual design drawings, schematics, a list of major equipment, and any other information deemed necessary to allow the City to make an informed evaluation of the Proposer's technical approach. The completeness and technical merit of the design concept will be evaluated.
- 6.2. The following elements shall be included in this Technical Proposal:
 - 6.2.1. <u>Concrete Material Bins:</u> Describe the design methods of the proposed Bins.
 - 1.2.1.1 Civil1.2.1.2 Geotechnical1.2.1.3 Structural
 - 6.2.2. **Proposed Design Schedule:** Outline the proposed design schedule

7. <u>Construction Plan (30 Points Max)</u>

- 7.1. Describe the proposed construction plan for this Project, including the following, at a minimum:
 - 7.1.1. Construction approach and methods
 - 7.1.2. Plan for operation of facility during construction
 - 7.1.3. Plan for phasing of construction activities
 - 7.1.4. Proposed safety program
 - 7.1.5. Proposed emergency response plan
 - 7.1.6. Proposed construction schedule
 - 7.1.7. Traffic Control Management

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

- 8.1. Failure to submit the required EOCP information will result in Proposal being determined as **non-responsive**.
- 8.2. Subcontractor Documentation
 - 8.2.1. The Proposer shall, at a minimum, provide with its Price Proposal a listing of at least 3 of the largest Subcontractors (constructors only) for the Project and all other Subcontractors (design professionals, etc.) that are known at the time it submits its Proposal using form AA05 and AA25. Note: Subcontractors include design professionals, as well.
 - 8.2.2. Work which requires Subcontractors that are not listed by Proposer at time of Award shall be let by Proposer in accordance with a competitive bidding process performed solely at Proposer's expense. Proposer shall provide public notice of the availability of the Work to be subcontracted, obtain competitive bids, and provide a fixed date and time on which the subcontracted Work will be awarded. Subcontractors bidding on subcontracts pursuant to this provision shall be afforded the protection of all applicable laws, including Public Contract Code sections 4100 through 4114, inclusive.
 - 8.2.3. The Proposer may select Subcontractors and Suppliers in one of 3 competitive ways i.e., lowest responsible bidder, best value for price and qualifications, or highest qualifications. Prior to construction NTP, the Proposer shall do the following:
 - 8.2.3.1. Submit the selection method used to the City in accordance with 2-5.3, "Submittals."

- 8.2.3.2. Pre-qualify Subcontractors and Suppliers, in a manner at least as stringent as the City's pre-qualification standards.
- 8.2.3.3. Review the Subcontractors and Suppliers ultimately chosen to verify that that they have not been debarred and are in good standing as a licensed contractor in California.
- 8.2.4. Open all Subcontract bids and provide to the City one copy without reservation or redaction. All records relevant to the award and performance of Subcontractors and Suppliers shall be public and provided to the City upon request and without redaction. The City may administer bidding itself for Subcontractors and Suppliers, or to direct the bidding procedures to be used by the Proposer.
- 8.2.5. The Proposer may use its corporate-generated subcontractor agreement to retain Subcontractors or Suppliers, provided the subcontractor agreement contains the terms required to be included in Subcontracts by this Contract.
- 8.2.6. The points will be awarded according to the chart below, based upon actual subcontract award amounts, as set forth in the price proposals.

	OUTCOME	MAXIMUM POSSIBLE POINTS
1	5% - 9% participation SLBE, ELBE or DVBE	5
2	10%-14%participation SLBE, ELBE or DVBE	10
3	15%-19% participation SLBE, ELBE or DVBE	15
4	20%-24% participation SLBE, ELBE or DVBE	20
5	25% participation SLBE, ELBE or DVBE	25
	In no case the points shall exceed 25	•

9. <u>Reference Checks (5 Points Max)</u>

9.1 List and provide a brief explanation for previous jobs that incorporated civil engineering design. 3 reference checks will be needed.

Total Points: 100

ATTACHMENT H

PROPOSAL FORMS

Request for Proposal (Rev. Oct. 2015) Attachment H – Proposal Forms Chollas Material Bins Design - Build

102 | Page

ORIGINAL

West Coast General Corporation 13700 Stowe Drive, Suite 100 Poway, CA 92064 Phone (619) 561.4200, Fax (619) 561.4205 License No. # WCGC - 479019 A, B DIR: 100002666

City of San Diego- Public Works Contracts 1010 Second Avenue, 14th Floor, MS 614C San Diego, CA 92101

Attn:	Contract Specialist – Lisa Nguyen
Project:	Chollas Material Bins Design-Build
RFP NO.:	K-16-1403-DB1-3
Bid Date:	February 23, 2016 at 12:00 PM PST

Price Proposal

Confidential



Design-Builder: West Coast General Corporation Project Title: Chollas Material Bins Design – Build RFP No: K-16-1403-DB1-3 "Price Proposal"

CONFIDENTIAL

City of San Diego

CITY CONTACT Contract Specialist: Lisa Nguyen Email: <u>LTNguyen@sandiego.gov</u> Phone No.: (619) 533-3435, Fax No.: 619-533-3633 J.Lyons/ARekani/egz



REQUEST FOR PROPOSAL (RFP)

FOR

Chollas Material Bins Design - Build

RFP NO.:	K-16-1403-DB1-3	
SAP NO. (WBS/IO/CC):	S-15043	
CLIENT DEPARTMENT:	2013	
COUNCIL DISTRICT:	9	
PROJECT TYPE:	BS	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > PHASE-FUNDING
- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- > APPRENTICESHIP

PROPOSALS DUE:

12:00 NOON FEBRUARY 16, 2016 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14TH FLOOR, MS 614C SAN DIEGO, CA 92101 ATTN: CONTRACT SPECIALIST

ATTACHMENT H SHALL BE SUBMITTED IN ITS ENTIRETY

Request for Proposal (Rev. Oct. 2015) Attachment H – Proposal Forms Chollas Material Bins Design – Build

PROPOSAL

Design-Builder's General Information

To the City of San Diego:

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1) Name under which business is conducted	N/A	
(2) Signature (Given and surname) of proprietor		
(3) Place of Business (Street & Number)		
(4) City and State		Zip Code
(5) Telephone No	Facsimile No	
(6) Email Address		<u></u>
IF A PARTNERSHIP, SIGN HERE:		
(1) Name under which business is conducted	N/A	
Request for Proposal (Rev. Oct. 2015) Attachment H – Proposal Chollas Material Bins Design - Build		104 Page

(3)	Signature (Note: Signature must be made	
	Full Name and Character of partner	
(4)	Place of Business (Street & Number)	
		Zip Code
(6)	Telephone No	Facsimile No
	ORPORATION. SIGN HERE: Name under which business is conducted	West Coast General Corporation
(1)	Name under which business is conducted	orized to sign for the corporation:
(1)	Name under which business is conducted	
(1)	Name under which business is conducted	orized to sign for the corporation:
(1)	Name under which business is conducted	orized to sign for the corporation:
(1)	Name under which business is conducted	orized to sign for the corporation:
(1) (2)	Name under which business is conducted	orized to sign for the corporation:
(1)(2)(3)	Name under which business is conducted	orized to sign for the corporation:
 (1) (2) (3) (4) 	Name under which business is conducted	orized to sign for the corporation:
 (1) (2) (3) (4) (5) 	Name under which business is conducted	(Impress Corporate Seal He California 3700 Stowe Drive, Suite 100 Zip Code 92064
 (1) (2) (3) (4) (5) 	Name under which business is conducted	(Impress Corporate Seal He California 3700 Stowe Drive, Suite 100 Zip Code 92064
 (1) (2) (3) (4) (5) (6) 	Name under which business is conducted	(Impress Corporate Seal He California 3700 Stowe Drive, Suite 100 Zip Code 92064 Facsimile No. 619.561.4205

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

LICENSE NO. 479019 EXPIRES September 30, 2017

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: _______

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): 33-0112670

E-Mail Address: ddavey@wcgcorp.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature____

Title David E. Davey, President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS _____ DAY OF __Feb. , 2016.

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

(NOTARIAL SEAL)



Request for Proposal (Rev. Oct. 2015) Attachment H – Proposal Chollas Material Bins Design - Build

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

State of California)) ss. County of <u>San Diego</u>)

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

Signed: David E. Davey, President Title:

22nd Feb. Subscribed and sworn to before me this 2016day of Notary Public CYNTHIA L. STEELE Commission # 2053264 Notary Public - California San Diego County (SEAL) My Comm. Expires Jan 20, 2011

Request for Proposal (Rev. Oct. 2015) Attachment H – Non-Collusion Affidavit Chollas Material Bins Design - Build

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- **X** 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:

TEROPOLO TEROPOLO	IEC.CSUTISSIC:	. Пресевитакова Салм.	LITTIOAMUON (AWK)	SKOMPOS CONTOS	17 กิลเรอกอากองส์ใหญ่อย่าง สระสาธรรมให้สระหา

Contractor Name: West Coast General Corporation

Certified By	David E. Davey	Title	President
	Name Signatur	Date	2/22/16

USE ADDITIONAL FORMS AS NECESSARY

Request for Proposal (Rev. Oct. 2015) Attachment H – Contractors Certification of Pending Actions Chollas Material Bins Design - Build

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:

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

	<u>ON</u>
Company Name: West Coast General Corporation	Contact Name: David E. Davey
Company Address: 13700 Stowe Drive, Suite 100	Contact Phone: 619.561.4200 ext 14
Poway, CA 92064	Contact Email: ddavey@wcgcorp.com
CONTRACT INFORMAT	ON
Contract Title: Chollas Material Bins Design - Build	Start Date: after NTP
Contract Number (if no number, state location): K-16-1403-DB1-3	End Date: after NTP
SUMMARY OF EQUAL BENEFITS ORDINAL	NCE REQUIREMENTS
 The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only maintain equal benefits as defined in SDMC §22.4302 for the duration of the contration of the term of term of	ct. To comply: with domestic partners. vement, family, parental leave; discounts, child care; bership; or any other benefit. I to an employee with a domestic partner. and notify employees at time of hire and during open liance with EBO requirements. of perjury, prior to award of contract.
CONTRACTOR EQUAL BENEFITS ORDINA	CE GEDTIELO (TRON
CONTRACTOR BOUAL DENEFTIS ORDINA	NE.P. C. H. K. I. LEBE ALLEDIN
Please indicate your firm's compliance status with the EBO. The City may request s I affirm compliance with the EBO because my firm (contractor i	upporting documentation.
 Please indicate your firm's compliance status with the EBO. The City may request s I affirm compliance with the EBO because my firm (contractor in the Provides equal benefits to spouses and domestic partners. Provides no benefits to spouses or domestic partners. Has no employees. Has collective bargaining agreement(s) in place prior to Jexpired. I request the City's approval to pay affected employees a cash equation made a reasonable effort but is not able to provide equal benefits to spouse and benefits to spouse and benefits the availability of a cash equivalent for benefits available to spouse. 	upporting documentation. <i>nust <u>select one</u> reason):</i> anuary 1, 2011, that has not been renewed or nivalent in lieu of equal benefits and verify my firm upon contract award. I agree to notify employees of ses but not domestic partners and to continue to make
 Please indicate your firm's compliance status with the EBO. The City may request s I affirm compliance with the EBO because my firm (contractor is Provides equal benefits to spouses and domestic partners Provides no benefits to spouses or domestic partners. Has no employees. Has collective bargaining agreement(s) in place prior to Jexpired. I request the City's approval to pay affected employees a cash equation of the complete of	upporting documentation. <i>must <u>select one</u> reason):</i> anuary 1, 2011, that has not been renewed or nivalent in lieu of equal benefits and verify my firm upon contract award. I agree to notify employees of ses but not domestic partners and to continue to make c partners. ne City regarding equal benefits or cash equivalent
 Please indicate your firm's compliance status with the EBO. The City may request s I affirm compliance with the EBO because my firm (contractor is Provides equal benefits to spouses and domestic partners. Provides no benefits to spouses or domestic partners. Has no employees. Has collective bargaining agreement(s) in place prior to Jexpired. I request the City's approval to pay affected employees a cash equivalent for benefits available to spouse very reasonable effort but is not able to provide equal benefits the availability of a cash equivalent for benefits to domesti It is unlawful for any contractor to knowingly submit any false information to t associated with the execution, award, amendment, or administration of any contract. Under penalty of perjury under laws of the State of California, I certify the above in firm understands the requirements of the Equal Benefits Ordinance and will provide contract or pay a cash equivalent if authorized by the City. David E. Davey, President 	upporting documentation. <i>nust <u>select one</u> reason</i>): anuary 1, 2011, that has not been renewed or hivalent in lieu of equal benefits and verify my firm upon contract award. I agree to notify employees of ses but not domestic partners and to continue to make c partners. ne City regarding equal benefits or cash equivalent [San Diego Municipal Code §22,4307(a)] formation is true and correct. I further certify that my e and maintain equal benefits for the duration of the z/22/16
 Please indicate your firm's compliance status with the EBO. The City may request s I affirm compliance with the EBO because my firm (contractor is Provides equal benefits to spouses and domestic partners. Provides no benefits to spouses or domestic partners. Has no employees. Has collective bargaining agreement(s) in place prior to Jexpired. I request the City's approval to pay affected employees a cash equivalent for benefits available to spouse very reasonable effort but is not able to provide equal benefits the availability of a cash equivalent for benefits to domesti It is unlawful for any contractor to knowingly submit any false information to t associated with the execution, award, amendment, or administration of any contract. Under penalty of perjury under laws of the State of California, I certify the above in firm understands the requirements of the Equal Benefits Ordinance and will provide contract or pay a cash equivalent if authorized by the City. David E. Davey, President 	upporting documentation. <i>must <u>select one</u> reason):</i> anuary 1, 2011, that has not been renewed or hivalent in lieu of equal benefits and verify my firm upon contract award. I agree to notify employees of ses but not domestic partners and to continue to make c partners. ne City regarding equal benefits or cash equivalent [San Diego Municipal Code §22.4307(a)] formation is true and correct. I further certify that my e and maintain equal benefits for the duration of the
 Please indicate your firm's compliance status with the EBO. The City may request s I affirm compliance with the EBO because my firm (contractor is Provides equal benefits to spouses and domestic partners. Provides no benefits to spouses or domestic partners. Has no employees. Has collective bargaining agreement(s) in place prior to Jexpired. I request the City's approval to pay affected employees a cash equivalent for benefits available to spouse very reasonable effort but is not able to provide equal benefits the availability of a cash equivalent for benefits to domesti It is unlawful for any contractor to knowingly submit any false information to t associated with the execution, award, amendment, or administration of any contract. Under penalty of perjury under laws of the State of California, I certify the above in firm understands the requirements of the Equal Benefits Ordinance and will provide contract or pay a cash equivalent if authorized by the City. David E. Davey, President 	upporting documentation. <i>must <u>select one</u> reason):</i> anuary 1, 2011, that has not been renewed or nivalent in lieu of equal benefits and verify my firm upon contract award. I agree to notify employees of ses but not domestic partners and to continue to make c partners. ne City regarding equal benefits or cash equivalent [San Diego Municipal Code §22,4307(a)] formation is true and correct. I further certify that my e and maintain equal benefits for the duration of the z/22/ b Signature Date

(Rev 02/15/2011)

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 Chollas Material Bins Design Build.
- 2. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.
- 3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.
- 4. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as The Design-Builder deems necessary.

To all the foregoing, and including all Proposal schedule(s) and information required of the Design-Builder contained in this Proposal Form, said The Design-Builder further agrees to complete the Work and Services required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Proposal Price(s) named in the aforementioned Proposal schedule(s).

Dated:			2 22	16
The Design-Builder:	West	Coast	General	Corporation
Ву:		(Signatu	ure)	

David E. Davey, President

Request for Proposal (Rev. Oct. 2015) Attachment H – Design-Build Proposal Chollas Material Bins Design – Build

Title:

PRICE PROPOSAL FORMS

Days (90 Days for federally funded contracts and contracts valued at \$500,000 or less) from the date Proposals are due until the award of The Design-Builder agrees to the design and construction of Chollas Material Bins Design - Build, 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 the Contract. The duration of the price guarantee shall be extended by the number of Days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item No.	NAICS CODE	Payment Reference	Description	Quantity	Unit	Unit Price	Extension
1	524126	2-4.1	Bonds (Payment and Performance)	F1	ΓS		\$ 8,014.00
7	541330		Engineering and Design Services	<u>ب_</u> ا	TS		\$ 59,848.00
ŝ	238110		Field Construction	=-1	ΓS		\$768,870.00
4			City Contingency (EOCP - Type II)		AL		\$77,000.00
5	236220	7-5.3	Building Permits - Type I	1	AL		\$15,000.00
9	541330	701-13.9.5	WPCP Permit Fee - Type I		AL		\$5,000.00
7	541330	701-13.9.5	Water Pollution Control Plan Development (WPCP)		ΓS		\$ 2,190.00
∞	237990	701-13.9.5	Water Pollution Control Plan Implementation (WPCP)	r1	LS		\$ 6, 615.00
6	562211	702-9	Disposal of construction and demolition Waste	5	TON	\$ 131.00	\$ 655.00
10	238990	703-20	Loading, Transportation, and Disposal of Soils containing Non-RCRA Hazardous Waste	F1	TON	\$ 438.00	\$ 438.00
		TOTAL	AL DESIGN - BUILD BASE PROPOSAL (ITEMS NO 1 THROUGH 10 INCLUSIVE)	VO 1 THRO	JGH 10 I	VCLUSIVE)	\$943,630.00

Page 5 of 7

ADDENDUM "1"

February 8, 2016 Chollas Material Bins Design - Build

Total Price For Design-Build Proposal, (Items 1 through 10, Inclusive) amount written in words:

Design-Builder: West Coast General Corporation
Title: David E. Davey president
Signature:
The names of all persons interested in the foregoing proposal as principals are as follows:
David E. Davey, President
Nick Walters, Vice President
Cynthia L. Steele, Secretary/Treasurer
IMPORTANT NOTICE: If Design-Builder or other interested person is a corporation, state secretary, treasurer, and manager thereof, if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Design-Builder or other interested person is an individual, state first and last names in full.

NOTES:

- The Contract Price to be used in the selection process as described in Section 6 of the RFP will be determined as checked below by the City based on: Ą.
- \square The City shall determine the Contract Price based on the Base Proposal alone.
- After the low Bid has been determined, the City may, at its sole discretion, award the Base Proposal alone or for the Base Bid plus any combination of alternates. ä
- Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Design-Builder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the Proposal. ರ

February 8, 2016 Chollas Material Bins Design - Build

ADDENDUM "1"

Page 6 of 7

MS	
OR	
Ĕ	
SA	
PO	
'RO	

- Failure to initial all corrections made in the proposal documents may cause the Proposal to be rejected as non-responsive and ineligible for award. ġ
- Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal non-responsive and ineligible for award. щ
- 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. ы
- All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern. ୯
- In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern. Ħ
- Proposals shall not contain any recapitulation of the Work. Conditional Proposals will be rejected as being non-responsive. Alternative proposals will not be considered unless called for. Ľ,
- Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

February 8, 2016 Chollas Material Bins Design - Build

ADDENDUM "1"

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

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 In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the Public Contract Code (PCC), The Design-Builder is to list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder is to list below the portion of the work which will be done by each Subcontractor 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-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. responsive and ineligible for award.

NAME-ADDARSSAND DELEHHOLD NUTBER OF TATUE ON TATUE ON TATUE OF TATUE TATUE ON TATUE OF TATUE	CONSIGNER OR DESIGNER	CONSTRUCTOR CONSTRUCTOR ORDESIGNER ORDESIGNER InCONSTRUCTOR InCONSTRUCTOR	NORY NORY	DOLFAR VAULE	Delicities values accession also accessions accession accession accessions accessions ac	WHERE CEREMELER CEREMELER POONEVENUURE POONEVENUURE POONEVENUURE POONEVENUURE
Name: Allied Geotechnical Engi Address:9500 Cuyamaca St #102 City. Santee State: CA Zip: 92071 Phone: 619.449.5900 Email: s_sutanto@alliedgeo.org	gineers, Inc Designer J	N∕A	Portion of Geotech Services	\$18,300	ELBE	City
Name: Advantage Environmental Co Address:145 Vallecitos de Oro #201 City.San Marcos State: CA Zip: 92069 Phone: 760.744.3363 Email: dweis@aec-env.com	Consultants 01 Designer 53	N/A	Portion \$65 of environmental services	\$650 ntal		

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): Θ

WBE	DVBE	ELBE	SDB	HUBZone			n CALTRANS
Certified Woman Business Enterprise	Certified Disabled Veteran Business Enterprise	Certified Emerging Local Business Enterprise	Small Disadvantaged Business	HUBZone Business			State of California Department of Transportation
MBE	DBE	OBE	SLBE	WoSB	SDVOSB	: certified by:	CITY
Certified Minority Business Enterprise	Certified Disadvantaged Business Enterprise	Other Business Enterprise	Certified Small Local Business Enterprise	Woman-Owned Small Business	Service-Disabled Veteran Owned Small Business	As appropriate, Design-Builder shall indicate if Subcontractor is certified by:	City of San Diego

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

0

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

Request for Proposal (Rev. Oct. 2015) Attachment H – Form AA05 – Design-Build List of Subcontractors Chollas Material Bins Design - Build

114 | Page

LA SBA

SRMSDC

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN 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 improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder is to list below the portion of the work which will be done by each Subcontractor. The Design-Builder is to list only one Subcontractor for each portion of the Work. The DOLLAR VALUE of the total Bid to be performed by the 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 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-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. responsive and ineligible for award.

A THE ADDRESS AND THE PROVE AUTOMORE OF A THE ADDRESS AND THE PROVE AUTOMORE ADDRESS AND THE ADDRESS AND A	GOASTRUCTOR ORDESIGNER	SUBCONTRACTOR	TYPEOF	Aller Mark Mark DBF 2001 AR ANTE 10785 0.85 E160 2018 0.67 2018 0.07 2018 0.07 2018 0.07 2018 0.07 2018 0.07 2018 0.07 2018 0.07 2018 0.05 2018 0.05 201	MBE WBE DBE DYBE OBE ELBEY SIBE SDE W6SB HUEZONE OR SDVOSBO	MILLER MILLE CERTITION	CHLCK T CHLCK T IOLNT YENTURE PARTYERSHIP
Name: BDS Engineering, Inc. Address: 6859 Federal Blvd			Portion of	416 810 610			Son Ward and Walls " Investigation of the second second second
City: Lemon Grove State: CA	Designer	N/A	Civil	0 # 0 \ 0 + A			
Zip: 91945 Phone: 619.582.4992			Engineering	ing			
Email: tjones@bdsengineering.	con	A					
Name: Aark Engineering				4			
Address: 1870 Cordell Ct. #202			TO HOTITON				
City: El Cajon State: CA	Designer	N/A	Engineering	4+ 1	ELBE	ri t v	
Zip: 92020 Phone:619.383.6560		-	n	n 1		72-2	
Email: vanbibber@aarkengineeri	ing.com			\$11,500			

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): Θ

WBE DVBE ELBE SDB HUBZone	
Certified Woman Business Enterprise Certified Disabled Veteran Business Enterprise Certified Emerging Local Business Enterprise Small Disadvantaged Business HUBZone Business	
MBE DBE OBE SLBE WoSB SDVOSB	tified by:
Certified Minority Business Enterprise Certified Disadvantaged Business Enterprise Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Business	As appropriate, Design-Builder shall indicate if Subconfractor is certified by:

San Diego Regional Minority Supplier Diversity Council City of Los Angeles CADoGS CA CPUC State of California's Department of General Services California Public Utilities Commission

State of California

City of San Diego

0

CITY

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

U.S. Small Business Administration

Attachment H - Form AA05 - Design-Build List of Subcontractors Request for Proposal (Rev. Oct. 2015) Chollas Material Bins Design - Build

114 | Page

LA SBA

SRMSDC CALTRANS

State of California Department of Transportation

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN 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 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 improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder is to list below the portion of the work which will be done by each responsive and ineligible for award. The Design-Builder is to list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

Resonance of Structure		,	p
constructor 880956 Constructor 880956 Dn, Inc. 520493 Constructor 520493	CHECKUE IONTVENTURE PARTICERENT		
constructor 880956 Constructor 880956 Dn, Inc. 520493 Constructor 520493	WHERE CERTIFIED	City	City
constructor 880956 Constructor 880956 Dn, Inc. 520493 Constructor 520493	DVBL ORF KURE SUBL SDR WASB M HUBZang OR SDVOSBO	SIBE	E HILLS
constructor 880956 Constructor 880956 Dn, Inc. 520493 Constructor 520493	DOTLARWAUR 01 SUBCONFRACT		
on Struction on Destructor Constructor Dn, Inc.	一、一、有关和"校"	Portion of Asphalt	Portion of Concrete
on Structor on Distructor Constructor Dn, Inc. Constructor	SUBCONTRACTOR SUBCONTRACTOR		520493
RESELUTION PROFESSION FOR SUBGORINAL CONTRACTION FOR STATES IN THE STATES INTO STATES IN THE STATES INTO STATES IN THE STATES IN THE STATES INTO S	CONSTRUCTOR CONSTRUCTOR ORDESIGNER	Constructor	on, Inc. Constructor
888.5 888.5 888.5 888.5 888.5 920 920 920 920	N.M. ADDRASS(A) DEFERIOUS NUMBER OF STATE AND RESS(A) DEFERIOUS NUMBER OF A STATE AND RESS (A) A STATE AND RESS (A) A STATE AND RESS (A) A STATE	Name: RAP Engineering, Inc. Address: 503 E. Mission Rd City: San Marcos State: CA Zip: 92069 Phone: 760.233.2980 Email: rperez@rapenginc.com	126 Iti

0 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		
s appropriate, Design-Builder shall indicate if Subcontractor is certified by:	sertified by:		

As al 0

f Transportation CALTRANS publict Diversity Council SRMSDC	
State of California Department of Transportation	City of Los Angeles
San Dieco Recional Minority Supplier Diversity Counc	U.S. Small Business Administrat
CITY	CAD ₀ GS
CPUC	CA
City of San Diego	State of California's Department of General Services
California Public Utilities Commission	State of California

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

Attachment H - Form AA05 - Design-Build List of Subcontractors Request for Proposal (Rev. Oct. 2015) Chollas Material Bins Design - Build

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

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, DBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the Public Contract Code (PCC), The Design-Builder is to list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder is to list below the portion of the work which will be done by each Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

	「日子」であるのの事でのあるという」の	ななどのないのであるのであるのである。		STREET, STREET	の生まれのなどのなどのであるというないのである。			
A A A A A A A A A A A A A A A A A A A	CONSTRUCTOR	SUBCONTRACTOR	TAPE OF	DOLLAR VALUES	MBL WBL DBL DVBE OBE ELBE	e WHERE CERTIENED	CHECK IF	
	A CONTRACTOR OF	I DICENSE NUMBER	WORK	SUBCONTRACTO	HUBZone OR SDVOSBO	0	PARINERSHIP	
Name: Richardson Steel, Inc.			Portion				na antin'ny faritr'i Noroe na faritr'i Antine Charles antin'ny faritr'i Antonio a	-
Address. 9102 Harness St	Constructor		of	\$235,921				
City: Spring ValleyState: CA		756989	structural					
Zip: 91977 Phone: 619.697.5892			steel					
Email:natalielautner@richardson	steel.com							
Name:								
Address:								-
City: State:								
Zip: Phone:								
Email:								

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): Θ

WBE DVBB ELBE SDB HUBZone	CALTRANS SRMSDC LA SBA
Certified Woman Business Enterprise Certified Disabled Veteran Business Enterprise Certified Emerging Local Business Enterprise Small Disadvantaged Business HUBZone Business	State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council City of Los Angeles U.S. Small Business Administration
MBE DBE OBE SIBE WoSB SDVOSB	rttiffed by: CITY CPUC CADoGS CA
Certified Minority Business Enterprise Certified Disadvantaged Business Enterprise Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Business	As appropriate, Design-Builder shall indicate if Subcontractor is certified by: City of San Diego California Public Utilities Commission State of California's Department of General Services State of California State of California

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

Attachment H - Form AA05 - Design-Build List of Subcontractors Request for Proposal (Rev. Oct. 2015) Chollas Material Bins Design - Build

0

114 | Page

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

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

		Strote.					State:	Phone:		
A Construction of the second s	Name:	Address: City. City.	Phone:	11:	Name:	Address:	City: State:	Zip: Phone:	Email:	

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

WBE DVBE ELBE SDB HUBZone	CALTRANS SRMSDC LA
Certified Woman Business Enterprise Certified Disabled Veteran Business Enterprise Certified Emerging Local Business Enterprise Small Disadvantaged Business HUBZone Business	State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council City of Los Angeles
MBE DBE OBE SLBE WoSB SDVOSB	or/Supplier is certified by: CTTY CPUC CADoGS
Certified Minority Business Enterprise Certified Disadvantaged Business Enterprise Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Business	As appropriate, Design-Builder shall indicate if Vendor/Supplier is certified by: City of San Diego California Public Utilities Commission State of California's Department of General Services CADoGS

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

CA

State of California

 \odot

City of Los Angeles U.S. Small Business Administration

Attachment H - Form AA25 -Design-Build Named Equipment/Material Supplier List Request for Proposal (Rev. Oct. 2015) Chollas Material Bins Design - Build

115 | Page

SRMSDC LA SBA

ATTACHMENT I

DESIGN-BUILD AGREEMENT

_

Request for Proposal (Rev. Feb. 2015) Attachment I – Design-Build Agreement Chollas Material Bins Design - Build

116 | Page

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this _____ day of ___, 2016, by and between The City of San Diego [City], a municipal corporation, and West Coast General Corporation [Design-Builder], for the purpose of designing and constructing the Chollas Material Bins Design - Build (Project) in the amount of <u>Nine Hundred Forty-Three Thousand Six</u> <u>Hundred Thirty Dollars and .00/100 (\$943,630.00)</u>. The City and Design-Builder are referred to herein as the "Parties".

RECITALS

- A. The City desires to construct the Project located in the City of San Diego, California.
- B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this Agreement.
- C. The City has issued a Request for Proposals [RFP] for K-16-1403-DB1-3 pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The City has selected the Design-Builder to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this Agreement and the Contract Documents, hereinafter defined.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- G. Execution of this Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

AGREEMENT

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

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

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Jan I. Goldsmith, City Attorney

Print Name:

nda Un yell By

Print Name: <u>Eleida Felik Yackel</u>, Senior <u>Contract Specialist</u>

1291 Date:

CONTRACTOR By

Print Name: West Coast General Corporation

Title:_ David E. Davey, President

Date:

3 25

City of San Diego License No.:_____B1992002309

State Contractor's License No.: 479019

Request for Proposal (Rev. Feb. 2015) Attachment I – Design-Build-Agreement Chollas Material Bins Design - Build

Bv

Date:

118 | Page

ATTACHMENT J

DESIGN-BUILD AGREEMENT FORMS

Executed in triplicate Premium is for the contract term and is subject to adjustment based on final contract price

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

<u>West Coast General Coporation</u>, a corporation, as principal, and Fidelity and Deposit Company of Maryland, 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 <u>Nine Hundred Forty-Three Thousand Six Hundred Thirty Dollars and .00/100 (\$943,630.00)</u>. for the faithful performance of the annexed contract, and in the sum of <u>Nine Hundred Forty-Three</u> <u>Thousand Six Hundred Thirty Dollars and .00/100 (\$943,630.00)</u> for the benefit of laborers and materialmen designated below.

Conditions:

з, **і**

If the Principal shall faithfully perform the annexed contract **Chollas Material Bins Design -Build**, RFP Number K-16-1403-DB1-3, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

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

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

Dated March 23, 2016

Approved as to Form

1

West Coast General Corporation Principal By David E. Davey, President

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney By Deputy City Attorney

Fidelity and Deposit Company of Maryland

Suretv

Aidan Smock Attorney-in-fact

Approved:

B Eleida Felix Yackel, Senior Contract Specialist

Zurich Surety

By

Local Address of Surety

777 South Figueroa Street, Suite 3900

Los Angeles, CA 90017 Local Address (City, State) of Surety

(213) 270-0715 Local Telephone No. of Surety

Premium \$ 8,036.00

Bond No. 7648694

Request for Proposal (Rev. Oct. 2015) Attachment J - Performance Bond and Labor Material's Bond Chollas Material Bins Design - Build

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of August, A.D. 2015.

ATTEST:

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



Vice President Thomas O. McClellan

The D. Barry

Secretary Eric D. Barnes

State of Maryland County of Baltimore

On this 19th day of August, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN**, Vice President, and ERIC D. BARNES, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance a. Dunn



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this ______ day of ______ MAR_2 , 20_____.







Michael Bond, Vice President

CALIFORNIA ALL-PU	RPOSE ACKNOWLEDGMENT
A notary public or other officer completing this certif document to which this certificate is attached, and r	icate verifies only the identity of the individual who signed the not the truthfulness, accuracy, or validity of that document.
STATE OF CALIFORNIA	`
County of San Diego	}
On <u>MAR 2 3 2016</u> before me, <u>Marta</u> Inser	Collett , Notary Public, t Name of Notary exactly as it appears on the official seal
personally appeared Aidan Smock	
	Name(s) of Signer(s)
MARTA COLLETT Commission No. 1974497 NOTARY PUBLIC - CALIFORNIA SAN DIEGO COUNTY Commission Expires May 5, 2016	 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 ke/she/kbey executed the same in kis/her/tkeix authorized capacity(ies), and that by kis/her/tkeix 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.
Place Notary Seal Above	Signature Mats Collect
Though the information below is not required by la and could prevent fraudulent removal ar Description of Attached Document Title or Type of Document:	w, it may prove valuable to persons relying on the document ad reattachment of the form to another document.
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Signer's Name:	☐ Individual ☐ Corporate Officer — Title(s): ☐ Partner ☐ Limited □ General

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Chollas Material Bins Design - Build

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

West Coast General Corporation

(Name under which business is conducted)

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

Signed			
Printed Name	David E. Davey	V ()	

Title President

CONTRACTOR ADA CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Chollas Material Bins Design - Build

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

West Coast General Corporation

.

(Name under which business is conducted)

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.

Signed		Ŵ	Å	
0	•	V		

Printed Name___David E. Davey

Title President

CONTRACTOR STANDARDS CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Chollas M

Chollas Material Bins Design - Build

I declare under penalty of perjury that I am authorized to make this certification on behalf of <u>West Coast General Corporation</u>, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in RFP ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

Dated this Day o	f_MARCH_ 2016	· / ·
		\sum
	Signed	
:	Printed Name_David E. Davey	0
	Title_President	

124 | Page

ŗ,

AFFIDAVIT OF DISPOSAL

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

Chollas Material Bins Design - Build

(Name of Project)

as particularly described in said contract and identified as RFP No. **K-16-1403-DB1-3**; SAP (IO/CC/WBS) No. **S-15043**; 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 _____, ____,

Contractor

by

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

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

City of San Diego

CITY CONTACT: LISA NGUYEN, Contract Specialist, Email: LTNguyen@sandiego.gov Phone No. (619) 533-3435, Fax No. (619) 533-3633

ADDENDUM "1"

REQUEST FOR PROPOSAL (RFP)



FOR

Chollas Material Bins Design - Build

RFP NO.:	K-16-1403-DB1-3	
SAP NO. (WBS/IO/CC):	S-15043	
CLIENT DEPARTMENT:	2013	
COUNCIL DISTRICT:	9	
PROJECT TYPE:	BS	

PROPOSAL DUE:

12:00 NOON FEBRUARY 16, 2016 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14th FLOOR, MS 614C SAN DIEGO, CA 92101

ADDENDUM "1"

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. Is it possible to receive a plan that shows the existing topographical layout of the area for construction of the material bins. This is needed to properly determine the required design and grading effort for the project.
- A1. Please view the Site_Pavement Evaluation Parking and Operation Areas South Chollas Landfill pdf in the ftp site

ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/

It shows the old and new grading in figure 3. Soil data closest to the site is boring 17 and 18.

- Q2. Is a bid bond required to be submitted with the proposal?
- A2. No, a bid bond is not required to be submitted with the proposal
- Q3. 90 working days to complete the project from NTP seems a little light considering (1) cure time for the concrete structures, (2) lead times for steel, (3) significant amounts of offsite and site welding and (4) City requirements for punchlist durations. Wil the City considering going to a 130 working day contract duration from NTP to completion.
- A3. Yes we can change the time to 130 Working Days
- Q4. Please provide a site map with the work limits of the project. Appendix E has a map but it shows the "Proposed Bin Location" over a substantially greater area than proposed in the scope of work and during the job walk.
- A4. Please see new site location Map. The work limits are the fence line where the new bins are located.
- Q5. Supplementary Special Provisions Section 2-7 SUBSURFACE DATA has a link to obtain the geotechnical report, as of 2/1/16, this report is not at the provided link. Please provide the report and advise when it has been uploaded to the link location. Please advise if the City will allow any questions regarding the referenced soil report once it has been provided by the City.
- A5. Report has been reuploaded to the FTP site. Yes we will take questions regarding the report.
- Q6. Please provide the anticipated frequency of use for the material bins.
- A6. The bins have high traffic on them and are used multiple times a day.
- Q7. Will the Design-Builder be required to perform design in Microstation?
- A7. Yes.

١.

- Q8. Can trash that is encountered during excavation activities be disposed of on the Chollas Landfill site?
- A8. No. They will need to be disposed at a proper facility e.g. (Miramar Landfill).
- Q9. Is there a existing soils report available for the site?
- A9. Supplementary Special Provisions Section 2-7 SUBSURFACE DATA
- Q10. Please provide the as-built or current drawings for the newly constructed adjacent improvements.
- A10. Added to the FTP site Section 2-7 Subsurface Data
- Q11. Will the City allow for a partial relocation of the fence if necessary to fit the desired dimensions within the limits of the work described at the job walk?
- A11. With the new location of the bins, there will be no relocation of the fence. The fence may be removed if you want to put the back side of the bins along the fence line, but no further than the fence line since there is a gas line that can not be encroached upon.

C. CHANGES TO THE REQUEST FOR PROPOSALS

- 1. To Section 4, Contract Time, page 7, Subsection 4.1., DELETE in its entirety and SUBSTITUTE with the following:
 - **4.1.** The Project shall be completed within 130 Working Days from the Notice to Proceed (NTP).
- 2. To Attachment A, Project Description, Scope of Work, Technical Specifications, and Bridging Documents, Item 1, Project Description, **DELETE** the First and second sentence in their entirety and **SUBSTITUTE** with the following:

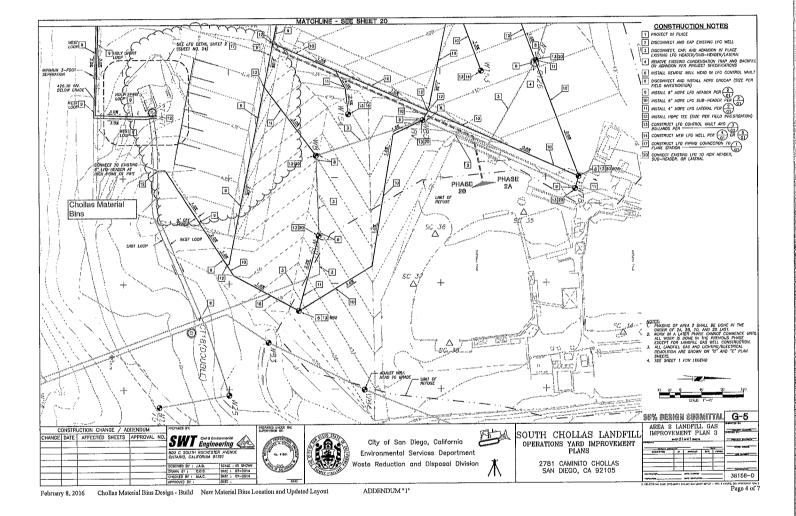
The construction of six (6) new materials storage bins at Chollas Landfill. The bins will be located along southern fence line (see location map included in Addendum A). The Material storage bins total size will be approximately 155' in length, with (3) bins at 20' wide, 1 at 15' wide, 1 at 30' wide, and 1 at 45' wide in that order. Depth of 40' for all bins will stay the same. A structural foundation (18" deep x 175' wide x 50' long) will be required for the new storage bins.

- 3. To Attachment E, Supplementary Provisions Appendices, Appendix E, Proposed Bin Location Map, page 78, **DELETE** in its entirety and **SUBSTITUTE** with page 4 of this Addendum.
- 4. To Attachment H, Design Build Proposal, Proposal Forms, page 111 through 113, Price Proposal Forms, **DELETE** in its entirety and **SUBSTITUTE** with page 5 through 7 of this Addendum.

James Nagelvoort, Director Public Works Department

Dated: *February 8, 2016* San Diego, California

JN/AR/egz



······

5

.

PRICE PROPOSAL FORMS

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

Item No.	NAICS CODE	Payment Reference	Description	Quantity	Unit	Unit Price	Extension
1	524126	2-4.1	Bonds (Payment and Performance)	1	LS	\geq	\$
2	541330		Engineering and Design Services	1	LS	\sim	\$
3	238110		Field Construction	1	LS	\square	\$
4			City Contingency (EOCP - Type II)	1	AL	$\mathbf{\mathbf{\nabla}}$	\$77,000.00
5	236220	7-5.3	Building Permits - Type I	1	AL	\sim	\$15,000.00
6	541330	701-13.9.5	WPCP Permit Fee - Type I	1	AL	\sim	\$5,000.00
7	541330	701-13.9.5	Water Pollution Control Plan Development (WPCP)	1	LS	\searrow	\$
8	237990	701-13.9.5	Water Pollution Control Plan Implementation (WPCP)	1	LS	\bigtriangledown	\$
9	562211	702-9	Disposal of construction and demolition Waste	5	TON	\$	\$
10	238990	703-20	Loading, Transportation, and Disposal of Soils containing Non-RCRA Hazardous Waste	1	TON	\$	\$
		TO	TAL DESIGN - BUILD BASE PROPOSAL (ITEMS)	NO 1 THRO	UGH 10 I	NCLUSIVE)	\$

February 8, 2016 Chollas Material Bins Design - Build

١ć.

ADDENDUM "1"

····

_. _

Page 5 of 7

Total Price For Design-Build Proposal, (Items 1 through 10, Inclusive) amount written in words:

Design-Builder:	
Title:	
Signature:	
The names of all persons interested in the foregoing proposal as principals are as follows:	

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

NOTES:

A. The Contract Price to be used in the selection process as described in Section 6 of the RFP will be determined as checked below by the City based on:

The City shall determine the Contract Price based on the Base Proposal alone.

- B. After the low Bid has been determined, the City may, at its sole discretion, award the Base Proposal alone or for the Base Bid plus any combination of alternates.
- C. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Design-Builder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the Proposal.

February 8, 2016 Chollas Material Bins Design - Build ADDENDUM "1"

Page 6 of 7

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

February 8, 2016 Chollas Material Bins Design - Build ADDENDUM "1"

Page 7 of 7

City of San Diego

CITY CONTACT: Lisa Nguyen, Contract Specialist, Email: LTNguyen@sandiego.gov Phone No. (619) 533-3435, Fax No. (619) 533-3633

ADDENDUM "2"

REQUEST FOR PROPOSAL (RFP)



FOR

Chollas Material Bins Design - Build

RFP NO.:	K-16-1403-DB1-3	
SAP NO. (WBS/IO/CC):	S-15043	
CLIENT DEPARTMENT:	2013	
COUNCIL DISTRICT:	9	
PROJECT TYPE:	BS	

PROPOSAL DUE: 12:00 NOON FEBRUARY 23, 2016 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14th FLOOR, MS 614C SAN DIEGO, CA 92101

ADDENDUM "2"

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. Based upon the layout provided in Addendum 1, the new bins are not going to be within the existing dirt area at the site. Please confirm this contractor is to remove existing asphalt paving and base for installation of new bins.
- A1. Yes you will have to remove the existing asphalt and base.
- Q2. The RFP does not advise if this contract is to provide paving at the existing dirt area where the bins were anticipated to be installed. Please clarify if the design building is to provide removal of existing dirt, base, and asphalt paving in that area. If so, provide thickness of asphalt and base section required. Is there an asphalt and base specification for the existing project that we need to meet to match?
- A2. No. You do not need to do any work to the unpaved section.
- Q3. The six (6) bin layout on the attached sketch scales to approximately 200 lf as shown. Please confirm 155 lf of bins as noted in original RFP and Addendum 1. Please advise if we are to hold east or west line for bin location.
- A3. The new location layout is not to scale. The bins are still 155'. The location of the bins will start where the southern fence line meets the diagonal northeast fence line and then run 155' west along the southern fence line
- Q4. Addendum #1 added Unit Price Line Items 9 & 10. Please clarify extent of materials considered construction and demolition waste. Is construction & demolition waste the existing 4" asphalt section or does it include the 6" of CMB? Just the 4" of asphalt paving that has to be removed is at least 218 tons of material. There is also at least 218 tons of CMB in the paving area.
- A4. Line item 9 refers to trash being removed and hauled away from excavation. Since it is unknown how much trash there will be, we just assumed 5 tons. Line item 10 is the same but for hazardous contaminated soil, in which we assumed 1 ton.
- Q5. Please clarify Unit Price line Item 10 as it only indicates 1 ton for quantity. There is a minimum of 510 tons of dirt material to be removed just for the foundation of the bin structure. This would increase significantly if we have to cut section for asphalt paving at the existing dirt area. Please clarify line items 9 & 10 added in Addendum 1.

- A5. Please see A4. The removal of the asphalt will be included in your construction bid not Line item 9 and 10.
- Q6. Please confirm there is no contaminated soils or hazardous waste that needs to be removed as part of this project.
- A6. This is unknown due to the landfill. There may be contaminated soil which is why line item 10 was added in case hazardous waste is found.
- Q7. Please advise if due date can be revised to allow sufficient time to coordinate the addendum information with our consultants and subcontractors.
- A7. We can add a week to the proposal due date.
- Q8. RFP indicates to provide resumes for Civil, Structural, Environmental, Geotechnical, and Corrosion technical personnel. Please advise why we need Environmental and Corrosion technical personnel for the design. Other than possibly SWPPP plans, we don't see anything in the RFP that would require these types of consultants.
- A8. Need environmental because you are working on a landfill and will need to be able to identify if hazardous waste or contaminated soil occur from the landfill while digging up the soil. Corrosion is because you are building a steel roof structure and you will need to be able to determine what kind of coating will be required to prevent corrosion.
- Q9. Is the Geotechnical consultant for that wrote the existing report precluded from participating on the design build team?
- A9. No. They can be brought on your team.

James Nagelvoort, Director Public Works Department

Dated: *February 11, 2016* San Diego, California

JN/AR/egz



Design-Builder: West Coast General Corporation Project Title: Chollas Material Bins Design – Build RFP No: K-16-1403-DB1-3 "Technical Proposal" Package "Electronic Copy"

CONFIDENTIAL



West Coast General Corporation 13700 Stowe Drive Poway, CA 92064 619.561.4200

February 22, 2016

Ms. Lisa Nguyen City of San Diego – Public Works Contracts 1010 Second Avenue, 14th Floor, MS 614C San Diego, CA 92101

Ms. Nguyen,

West Coast General Corporation (WCGC) is pleased to provide a complete proposal for the Chollas Material Bins Design-Build Project. WCGC is a successful public works contractors experienced in the construction of projects with extensive site improvements, concrete structures, and steel structures throughout Southern California and many for the City of San Diego.

WCGC has assembled a team of contractors and consultants to deliver a successful and timely project. Enclosed is our Technical Proposal that provides the information required for the City of San Diego (City) to evaluate our personnel, company experience, and job specific plan for delivering the benefits of the Work to the City.

Sincerely,

West Coast General Corporation

Nicholas W. Walters | Vice-President

Title of Project: Chollas Material Bins Design-Build

RFP No.: K-16-1403-DB1-3

Design-Builder: West Coast General Corporation

California Contractors License #:479019

TABLE OF CONTENTS

TEC	HNICA	L PROPOSAL PER ATTACHMENT G 5
1.	Desig	gn-Builder Information
2.	Adde	enda to this RFP
3.	Prop	oser Exception to this RFP
4.	Sum	mary of Proposal
5.	Proje	ect Team
	5.1. E	Design Builder– West Coast General Corporation
	5.1.1.	Civil – Thomas A. Jones, BDS Engineering, Inc
	5.1.2.	Structural – Mark Van Bibber, Aark Engineering, Inc 10
	5.1.3.	Environmental – Dan Weis, Advantage Environmental Consultants, LLC 10
	5.1.4.	Geotechnical – Sani Sutanto, Allied Geotechnical Engineers 11
	5.1.5.	Corrosion
6.	Tech	nical Approach and Design Concept 12
	6.1.1.	Administration of the Design Stage
	6.1.2.	Management Approach 12
	6.1.3.	Technical Approach and Concept for the Design
	6.2. D	Design Elements 15
	6.2.1.	Concrete Material Bins 15
	6.2.1.1.	Civil
	6.2.1.2.	Geotechnical17
	6.2.1.3.	Structural
	6.2.2.	Proposed Design Schedule (LNTP date used is from the RFP, SSP 6.2.4):
7.	Cons	truction Plan
	7.1. P	Proposed Construction Plan
		3 P a g e

	7.1.1.	Construction Approach and Methods	21
	Qu	ality Control	21
	Wa	ter Pollution Control	23
	De	molition and Earthwork	24
	Str	uctural Concrete	25
	Str	uctural Steel	26
	Asj	phalt	26
	7.1.2.	Plan for Operation of Facility during Construction	26
	7.1.3.	Plan for Phasing of Construction Activities	27
	7.1.4.	Proposed Safety Program	27
	7.1.5.	Proposed Emergency Response Plan	30
	7.1.6.	Proposed Construction Schedule	31
	7.1.7.	Traffic Control Management	32
8.	Equ	ual Employment and Contracting Opportunity	33
9.	Ret	ference Checks	33
	Job #	1 – Telegraph Canyon Secant Pile Wall Project	33
	Job #2	2 - Emergency Roadway Alterations – San Ysidro Land Port of Entry	35
	Job #	3 – Otay Mesa Land Port of Entry Emergency Road Repair	36
	Other	Professional References:	37
E	XHIBI	TS	38
	A.	ADDENDA ACKNOWLEDGEMENT	39
	B.	RESUMES	40
	C.	COMPANY PROFILES	41
	D.	DETAILED PROJECT SCHEDULE	42
	E.	PRELIMINARY DESIGN PLAN	43

TECHNICAL PROPOSAL PER ATTACHMENT G

1. Design-Builder Information

- 1.1. Legal Name of Company: West Coast General Corporation
- 1.2. Legal Form of Entity: Corporation
- 1.3. Year of Establishment: 1985
- 1.4. Identify Parent Company: West Coast General Corporation
- 1.5. Address of Main Office: 13700 Stowe Dr., Suite 100, Poway CA 92064
- 1.6. Address of San Diego satellite office if applicable: not applicable
- 1.7. Contact information for firm, including name, title, email address and telephone number: Name: Nicholas Walters

Title: Vice-President

Email: nwalters@wcgcorp.com

Phone: 619.561.4200 x 118 or 858.245.6227 cell

- 1.8. Number of Employees in San Diego: 25
- 1.9. Applicable License(s)
- 1.9.1. City of San Diego Business License No and expiration date: B19992002309, exp. 03/31/16
- 1.9.2. State Contractors License Number: 479019
- 1.9.3. Professional Engineering / Architect License Number, including expiration date: Civil: Tom Jones, BDS Engineering, Inc.: 34867, exp 9/30/17
 Structural: Mark Van Bibber, Aark Engineering Inc.: 5314, exp 9/30/16

2. Addenda to this RFP

- 2.1. WCGC acknowledges all addendum issued by the City in connection with this RFP and has included the Addenda Acknowledgement sheet as required.
- 2.2. WCGC has included the Addenda Acknowledgement sheet in EXHIBIT A ADDENDA ACKNOWLEDGMENT

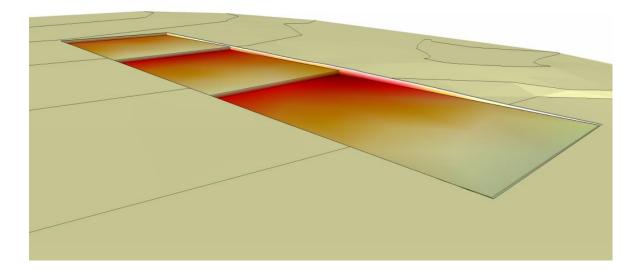
3. Proposer Exception to this RFP

3.1. WCGC takes no exception to this RFP

4. Summary of Proposal

4.1. West Coast General Corporation proposes to design and construct the six (6) new material storage bins at the Chollas Operations Yard requested by the owner and within the limits of work provided in the RFP. The bins clear opening widths will be 45 ft, 30 ft, 20 ft, 20 ft, 20 ft, and 15 ft, and each bin will be 40' clear in depth. The clear height of the bins from finish floor (FF) to bottom of steel canopy structure will be 18 ft. as shown in the City's bridging documents. A slab on grade foundation will be designed based on recommendations from the soils report that will be produced Allied Geotechnical Engineers (Allied). It is anticipated that this slab will be 18" thick and +/- 175 ft x 50 ft.

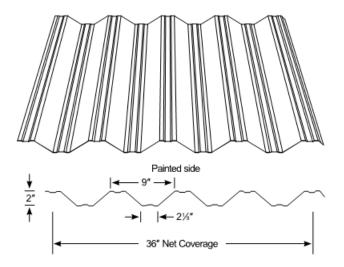
The existing site grade falls from east to west at +/- 2% based on the plans provided in the bridging documents but the individual bins will be level which will require stepping of the slab on grade footing. Excavations will be monitored by qualified personnel to screen potentially impacted soils using visual and olfactory observations and a photo-ionized detector (PID). Below is an exhibit showing the required excavations for the construction of the bins.



The FF elevation of the bins will be in higher elevation than the surrounding improvements to minimize the possibility of run-on contacting the stored material and migrating to the storm conveyance system as required in the City of San Diego Storm Water Manual 3.1.8.

There will be no added impervious surfaces at the site because the bins will be placed entirely on existing asphalt surface lot per the RFP bridging documents and as noted in the Notice of Exemption provided in the RFP under Appendix A, "Concrete bins will be constructed on existing asphalt lot". Runoff from the bin roofs will follow the existing the drainage to the channel in the existing lot. Since impervious surface area will not be increased with the construction of the work there will be no requirement for additional drainage and/or retention facilities.

The steel cover structure will be designed by Aark Engineering (Aark) and will aesthetically match the other bins used as the example for this project. The roof will be AEP Span's X-Span metal roof panel system to meet the requirements of the City of San Diego's Storm Water Manual, Section 3.1.14 – Standard Development Projects to "(a)void the use of galvanized steel or copper for roofs, gutters, and downspouts" and "if using such materials, reduce the potential for leaching of metals by applying a coating".



All work will be performed in accordance with the contract.

5. Project Team

5.1. Design Builder– West Coast General Corporation

The WCGC Design Build Team will be led by Nicholas W. Walters. Mr. Walters joined WCGC in October of 2002 starting as an assistant project manager on its retaining wall division and is now Vice-President. He recently successfully completed the Secant Pile Wall for Telegraph Canyon Road project for the City of Chula Vista. The project completed under the original budget (\$1,758,244.12 original budget vs. \$1,678,118.41 final contract value) and earlier than the original completion date (Original complete date of 11/30/15 vs Actual completion date of 11/3/15, retention payment from the City was received on 11/10/15, 20 calendar days prior to the original scheduled completion date) without any reduction in scope. A resume for Mr. Walters is attached in EXHIBIT B – RESUMES.

Assistant Project Manager for West Coast General Corporation will be Chris Aguilar, EIT. Mr. Aguilar is a Civil Engineering graduate from San Diego State and joined WCGC in March of 2015. Chris started as an intern, then as a project engineer, and has recently taken on assistant project management responsibilities for West Coast General Corporation. Chris is experienced in Critical Path method schedule, traffic control design and implementation, quality control management, and utility coordination planning. His main responsibilities for this project will be to manage and coordinate the quality control program and control the project schedule to ensure that the work is performed per the contract and on time.

The DBT includes consultants BDS Engineering Inc. for Civil Engineer, Aark Engineering, Inc. for Structural Engineering, Allied Geotechnical Engineers for Geotechnical and Corrosion consulting, and AEC Environmental for Environmental consulting. The design consultant's personnel and roles are described in detail below in sections 5.1.1 thru 5.1.5 below.

In addition, WCGC has subcontracted with Rick Fowler Construction for performance of the structural concrete, Richardson Steel, Inc. for the construction of the steel structure, and RAP Engineering to perform the asphalt patch and ramping work. Rick Fowler Construction is a DVBE and SLBE contractor that has been in business since 1987 performing public works and federal government work. He recently completed the parking structure repair project for West Coast General Corporation in downtown San Diego to repair an existing parking garage structure that was damaged.

Richardson Steel, Inc. has been a structural steel contractor in California since 1998. Richardson recently completed the steel canopy that was used for the example project for this RFP. Their familiarity with the site and the construction will be an asset for the project.

RAP Engineering, is a DBE and SLBE asphalt subcontractor established in 2006. RAP is currently performing the asphalt paving for the Downtown San Diego Bus Rapid Transit Project for SANDAG. This work requires significant coordination and timely performance as it requires detouring of traffic off of Broadway and all lanes must be operational by Monday morning. RAP has completed every phase to allow for the temporary striping / tabbing to be completed on time and often earlier than planned.

5.1.1. Civil – Thomas A. Jones, BDS Engineering, Inc.

Thomas Jones, Principle-in-Charge, BDS Engineering, Inc. (BDS) will be the Engineer of Record for the project. He has over 30 years of experience in design for public works construction. His resume is provided in EXHIBIT B - RESUMES

Company Background

BDS is a certified small business enterprise with the State of California. The staff under personal supervision of the principals consists of experienced professional engineers, designers, CADD operators, land surveyors and supporting clerical personnel.

BDS was established in April 1973 by James D. Bement John F. Dainwood and Kent L. Sturgeon. Thomas A. Jones has been with this firm since 1980 and became a principal of the firm in 1986.

The firm served as the City Engineer and Engineering Staff for the City of Imperial Beach, California for over thirty years. A complete company profile is provided in EXHIBIT C – COMPANY PROFILES

5.1.2. Structural – Mark Van Bibber, Aark Engineering, Inc.

Mark Van Bibber, Principal Structural Engineer, Aark Engineering, Inc will be the Structural Engineer for designing the concrete and steel structures for the material bins. Mr. Van Bibber has more than fifteen years of experience in the fields of civil and structural engineering using various structural systems and materials on a vast range of projects utilizing concrete, masonry, steel, timber, aluminum and fiber-reinforced plastics. Mr. Van Bibber's diverse experience includes work on municipal, water treatment, wastewater treatment, utilities, institutional, government, educational, medical, commercial, park, recreation and residential facilities. A resume is attached in EXHIBIT B - RESUMES

Company Background

Aark Engineering Inc. is a San Diego County based engineering firm providing consulting structural engineering services. We take pride in providing technically accurate, innovative structural engineering design solutions and responsive, on-time service. Founded in June of 2007 by its two Principal Engineers, Aaron Steele (California SE 4948) and Mark Van Bibber (California SE 5314), Aark draws upon their combined experience in performing comprehensive structural engineering services for a wide variety of public and private, new and existing facilities, including water and wastewater treatment, utilities, institutional, healthcare, educational, and commercial structures. A complete company profile is attached in EXHIBIT C – COMPANY PROFILES

5.1.3. Environmental – Dan Weis, Advantage Environmental Consultants, LLC

Dan Weis, Advantage Environmental Consultants (AEC) is a Registered Environmental Health Specialist (REHS) and will be responsible for developing a soil monitoring plan for the project and monitoring the any excavated soils to screen for potential contaminates. A copy of Mr. Weis' resume has been included in EXHIBIT B - RESUMES

They have worked with WCGC on significant soil mitigation and monitoring project for the San Diego County Airport Authorities North Side Interior Road Project where over 10,000 cubic yards of impacted soils were excavated and disposed of at the Otay Landfill and the San Ysidro Yard Project where over 7,000 cubic yards of soil were exported to the Otay Landfill and the Asuza landfill.

5.1.4. Geotechnical – Sani Sutanto, Allied Geotechnical Engineers

Mr. Sutanto will be responsible for performing a geotechnical investigation to provide earthwork and design recommendation. This geotechnical investigation to be performed is described in greater detail in the Technical Approach and Design Concept under section 6.2.1.2 of this proposal.

Mr. Sutanto has more than 20 years experience in providing consulting engineering and construction management services for a wide variety of private and public sector projects in southern California. His experience includes the planning, performance and supervision of: regulatory agency coordination and permitting; geotechnical field exploration and laboratory testing programs; construction field monitoring and testing programs; engineering analysis; and report preparation.

Mr. Sutanto has expertise and experience in the design and construction of shallow and deep foundations; earth retaining and buried structures; drainage and erosion control facilities, temporary shoring, construction dewatering measures, and flexible and rigid pavement sections. He has performed engineering evaluation and analysis of soil liquefaction and settlement potential, probabilistic and deterministic seismic hazard, and slope stability. A complete resume is attached in EXHIBIT B - RESUMES

Allied Geotechnical Engineers, Inc. (AGE) is a full service geotechnical consulting firm that is located in Santee, California, and has maintained an active engineering practice in San Diego County over the past 37 years.

The firm provides professional geo-engineering services in soil mechanics, geology and engineering geology, hydrogeology, and environmental site assessments. The scope of services provided by AGE range from desktop geotechnical studies for preliminary planning, predesign and facility siting purposes to comprehensive geotechnical subsurface exploration and testing programs for final design. AGE also provides a wide range of construction support services. A complete company profile is included in EXHIBIT C – COMPANY PROFILES

5.1.5. *Corrosion* – Allied Geotechnical will also be responsible for the corrosion aspects of the project and will provide recommendation for design as needed.

6. Technical Approach and Design Concept

6.1. The following items are described below in detail, (1) Administration of the Design Stage,(2) Management Approach and (3) Technical Approach and Concept for the Design.

6.1.1. Administration of the Design Stage

The WCGC Design Build Team will follow the City of San Diego's Consultant Standards for Plans, Specifications, and Estimates (PS&E) for the preparation of the design and specifications. Per the City of San Diego Supplements to the Greenbook ("Whitebook"), upon LNTP (Chapter 3, Part 1, General Provisions, Design-Build Contracting Only), WCGC will prepare the Order of Magnitude Documents for the City's review. Concurrently beginning all site investigation work necessary to provide a complete and accurate design. Once site investigation is complete and the City has approved the Order of Magnitude Documents, BDS and Aark will begin to work on the design stage drawings. WCGC will administer the design stage to ensure timely completion of the 60%, 90%, and Final design and review. Long lead material shop drawings will be produced from the approved / reviewed 90% design drawings to get a head start on material procurement to ensure that the construction stage can begin as soon as reasonably possible. A detailed project schedule is provided in EXHIBIT D – DETAILED PROJECT SCHEDULE which shows the design stage, and there is a snapshot of just the design stage in section 6.2.2 below.

6.1.2. Management Approach

The WCGC has fashioned its approach to all forms of construction contract delivery systems by committing to cooperation, partnering, problem-solving, fair dealings, honesty, and trust in dealing with its customers. The WCGC strength lies in melding customer goals with innovative design and timely cost evaluation. The key to any successful contract is that both parties obtain the benefits of the contract. This approach achieves the owner's desired result within budget and as scheduled.

The WCGC established corporate methodologies for management of a project include project planning at all levels of management.

- Cost Management
- Time/Scheduling Management
- Quality Assurance/Control Management
- Contract Administration
- Reporting
- Safety/Risk Avoidance Management
- Professional Practices

These practices include protocols for outlining and defining management responsibilities; the structure and reporting hierarchy of the management team; organizing and prosecuting the work through implementation of project controls associated with each of the categories listed above; communication and decision-making responsibilities; and early identification of project design and construction elements that could result in challenges among stakeholders and specific steps to mitigate potential challenges.

A primary driver of the implementation of WCGC project management protocol is timely and proper prosecution of the work for the benefit of all stakeholders. Because elements such as environmental stewardship, safety, and quality workmanship are just as important as schedule, WCG defines timely completion as the successful incorporation of all aspects of the project. This approach ensures that each element is given its proper and full attention.

Management Software: WCGC uses a cloud-based Construction Management Software called Procore. This software provides real-time distribution of information regarding the project's RFI's and Submittals. All project documents are stored on the management system. Procore also has an app that works with Apple and Droid products that allows access to project information.

Onsite Contract Drawings Update: WCGC will use Bluebeam to keep plans up to date with any modifications required

Project Scheduling: WCGC will use Primavera P6 for project scheduling but also has P3 and Microsoft Project if desired by the City.

6.1.3. Technical Approach and Concept for the Design

The approach to the design was simple, (1) follow the very clear and specific instruction of the owner to follow the design of the previously constructed material bins, (2) improve

the design when necessary to better meet the requirements of the City's design guidelines, i.e. City storm water standard, and (3) configure the vertical and horizontal alignment of the bins in a way to meet the storm water standards and mitigate the amount of excavation and ramping of asphalt.

Follow City's Clear and Specific Instructions

The City was very clear in the RFP and the pre-bid meetings and walk that the bins should aesthetically match the existing bins that are onsite. The existing bins appear to provide good functionality as the equipment being used to load and unload the bins fits under the designed height. There seemed to be little benefit to try and modify the basis of design since (1) the City likes the previously installed bins (2) the bins are relatively cost effective, and (3) the bins are functional for their purpose. There were some potential issues with the previous design that we felt needed to be improved, (1) potentially leaking of roof, and (2) galvanizing of roof material.

Improvements to Design to Meet other City Design Standards

Per the City of San Diego's Storm Water Standards, 3.1.14 - Use Non-Toxic Roofing Materials, the design of roofing materials the use of galvanized steel for roofing materials should be avoided and if needed should be coated. In addition, the design for the previously installed bins looks like it they may leak more than anticipated. This creates a potential water pollution control issue since the water could collect pollutants, and runoff to the City's conveyance system. We are proposing to use an AE Span roofing system (further details in section 6.2.1.3 Design Elements – Structural) to address both potential issues of the previous design.

Vertical and Horizontal Alignment of Bins

As for the horizontal and vertical alignment of the bins, we have optimized the layout to (1) minimize the amount of excavation required which will reduce the risk of hitting landfill trash, as well as try to stay within the limits of grading that was recently constructed and compacted in accordance with the previous soils report so that minimum site preparation will be required, (2) ensure the FF elevation of the bins is higher in elevation

that the adjacent improvements for storm water compliance of material storage and (3) mitigate the amount of asphalt ramping to minimize cost both in construction and future maintenance.

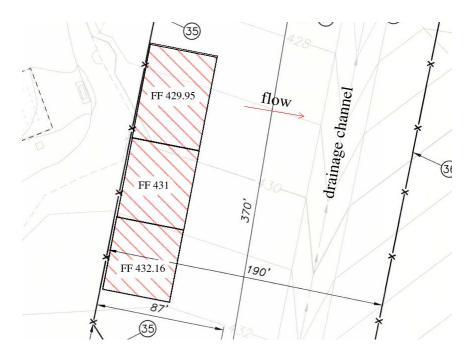
6.2. Design Elements

6.2.1. Concrete Material Bins

6.2.1.1.Civil

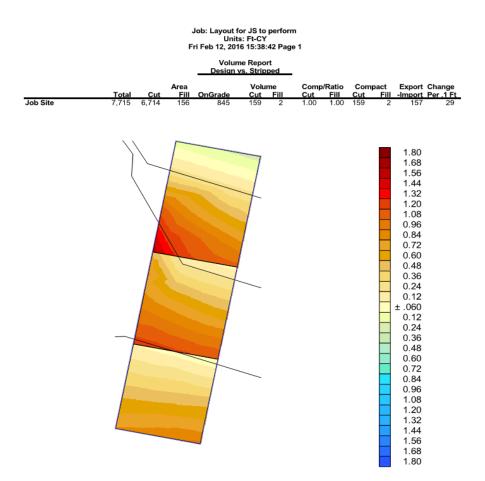
The Finish Floor (FF) of the bins will have three separate levels to allow the slab inside each bin to be level and to minimize the amount of ramping into a bin to a maximum of 1'. Ramping into the bins will be at a ± 11 1V:12H.

Horizontal and Vertical Layout of bins:



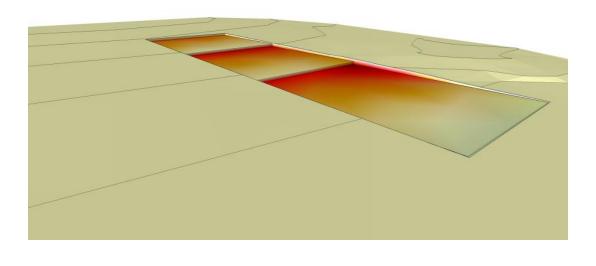
The elevations were based on trying to minimize the steping of the slab and minimize the excavation into the existing soils. This mitigates the potential of hitting trash and other refuse material as well as breaking into existing soils that were below the soils placed and compacted in the previously constructed project.

The bins will be located just to the west of the dirt area so that the entire footprint sits on existing asphalt surface. Since the bins will not be producing any additional impervious surface there is no requirement for retention or detention of surface runoff.



Excavation of Soils after Asphalt Removal:

3D View of Soils Excavation:



6.2.1.2.Geotechnical

Based on a review of readily available data, it is anticipated that the project site is underlain by fill materials that were placed as landfill. A review of Geo-Logic borings indicate that the condition of the fill materials (texture and consistency) vary widely across the landfill site. The underlying formation geologic units are anticipated to consist of Old Paralic Deposits and Mission Valley Formation.

AGE proposed to perform a total of four (4) borings in the area of the proposed bins to a maximum depth of 5 feet below the ground surface. The field investigation will be performed under the direction of an experienced field geologist or engineer from our firm. The borings will be performed with a truck-mounted drill rig. The soil materials encountered in the borings will be visually classified and logged, and representative samples of the soils will be collected for laboratory testing and analysis. During drilling, Standard Penetration Tests (SPT) will be performed with a specially manufactured "split spoon" sampler at selected depths. Relatively undisturbed samples will be obtained by driving a 3-inch (OD) diameter standard California sampler with a special cutting tip and inside lining of thin brass rings into the soils at the bottom of the borehole. Soil cuttings retained in the samplers will be field screened for the possible presence of volatile organic compounds using a MiniRAE 3000 gas monitor. In addition, loose bulk samples will also be collected from each borehole.

Upon completion of the field exploration activities, the borings will be backfilled with bentonite chips. Borings that are located in the paved areas will be repaired with rapid set concrete to match the adjacent pavement surface. The work areas will be cleaned and any excess soil and/or fluid will be removed for offsite disposal

Upon completion of the field and laboratory work, we will analyze the data and prepare a written report for each site to present our findings and recommendations with respect to:

- general surface and subsurface conditions at the sites;
- general geologic conditions;

- groundwater conditions, if and where encountered within the maximum depth of exploration;
- soil excavation characteristics;
- allowable soil bearing capacity and earth pressures;
- Soil settlement characteristics;
- general construction-related considerations, including slope stability, temporary shoring, drainage control, and dewatering; and
- site preparation/earthwork considerations.

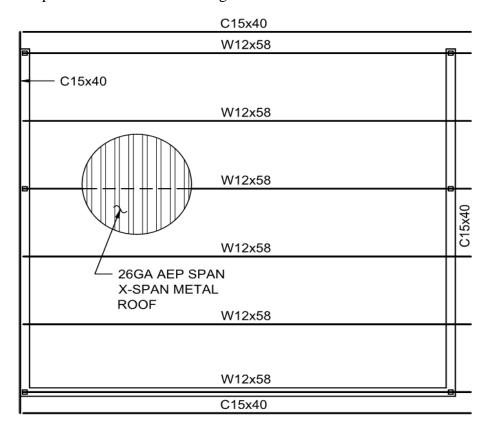
6.2.1.3.Structural

The new material storage bins will be designed and constructed in accordance with the requirements and provisions of the 2013 California Building Code (CBC). Six material storage bins will be provided with the bins having an interior clear dimensions of 45', 30', 20', 20', 20', and 15' wide x 40'-0" deep. The overall footprint of the structure will be approximately 170' long x 50' deep (inclusive of the foundation). See EXHIBIT E – PRELIMINARY DESIGN PLAN.

Each storage bin will have three walls that are structurally independent of the adjacent storage bin walls with a 2" gap between them to accommodate potential settlement issues and ensure that the base slab for each storage bin is sufficiently embedded below finished grade. Consideration was made to have some bins share a wall and have the roof structure span more than one bin. Ultimately with the sometimes unpredictable nature of building on existing landfills it was determined that while it may save money there would be greater risk that if each structure was not capable of being supported independent of the other it would substantially increase the potential risk of the City not obtaining the full desired design life of the bins. Furthermore, the City specifically noted that "each bin will consist of 3 sided retaining walls" so a design that didn't include 3 retaining walls for each bin may not have met the requirements of the RFP.

Similar to the existing material storage bins on site, the new structure will have a continuous, approximately 18" thick, reinforced, cast-in-place concrete mat slab foundation that is founded on soils prepared in accordance with the recommendations provided by Allied Geotechnical Engineers (AGE). The concrete strength will be 4,000 psi with a Water/Cement Ratio of .60 and a Max Slump of 4" +/- 1". The material storage bin walls will be reinforced, cast-in-place concrete and will be approximately 13'-0" tall x 1'-0" thick.

The material storage bins will have a metal roof supported by steel beams and posts that are mounted to the top of the walls. See EXHIBIT E - PRELIMINARY DESIGN PLAN for preliminary design of steel beams. The storage bin roofs will be structurally independent and will slope at a minimum of 1" per 10'. The low end of the roof will be approximately 5'-0" above the top of the walls for a total height of approximately 18'-0" above the storage bin mat slab. All of the steel and hardware for the roof support structure will be hot-dip galvanized in accordance with ASTM A123 and ASTM A153 respectively.



Snapshot of the steel beam design of the 45' wide bin:

Per the City of San Diego's Storm Water Standards, Section 3.1.14 – Standard Development Projects and Section 4.2.14 – Priority Development Projects, the use of galvanized steel should be avoided. For this reason, we are proposing to use AEP Span's X-Span metal roof panel system. These structural metal panels can be provided with a factory applied coating system that provides superior protection to corrosion than a traditional galvanized product; comes with a manufacturer's warranty; and satisfies the requirements of the City of San Diego's Storm Water Manual. Additionally, to ensure that the covers are water proof the metal roof panel system is fastened to the steel support structure with rubber gasketed screws and taped joints to provide a watertight roof structure. Based on the review of the bins constructed adjacent to this planned project it appears that the design of the cover may not be waterproof. The roof system we are proposing will eliminate any leaking problems that may be occurring with the other design.

6.2.2. Proposed Design Schedule (LNTP date used is from the RFP, SSP 6.2.4):

Activity	Activity	Original	Early	Early	Total	Log													201	16			
ID	Description	Duration	Start	Finish	Float	Log Text 1	B		MAR	28 10	APR	8 25		IAY 18 23	30.0	JUN 3 113 120	1 27		UL	25 01	AU0		
esign Phase																							
Pre-Design																							
000010	Proposal Due Date	1	23FEB16	23FEB16	0		V Pr	posa	Due I	Date													
000020	Contract Award Period (estimated)	10	24FEB16	08MAR16	0		-	-70	ontrac	t Awa	rd Perio	od (est	imate	d) (b									
000030	Contract Execution (estimated)	14	09MAR16	28MAR16	0			-		Co	ntract E	xecut	ion (es	timated	(j								
Design Pha	se																						
000040	LNTP	1	29MAR16	29MAR16	0	Per SSP 6.2.4 3/29/16				₹ U													
000041	Order of Magnatude Doc	2	30MAR16	31MAR16	0	WB Chapter 3, part 1, 2-5.7				T (rder of	Magna	atude [Doc									
000045	Site Investigation/Soils/Topo	3	01APR16	05APR16	0					1 🖷	Site In												
000050	60% Design Procurement	10	06APR16	19APR16	0	City Standards for PSE Table 2					-	60%	Desig	n Procu	remen	t							
000060	60% Design Review	15	20APR16	10MAY16	0									60% De									
000070	100% Design Procurement	7	11MAY16	19MAY16	0	City Standards for PSE Table 2							-	7 100)% De	sign Pr	ocure	ment					
080000	100% Design Review	15	20MAY16	09JUN16	0									-		7 100%	Desi	gn Re	view				
000190	Final Design Procurement	6	10JUN16	17JUN16	0	City Standard for PSE Table 2										F	inal D	esign	Proc	ireme	nt		
000200	Final Design Review	15	20JUN16	11JUL16	0											1 H	-	-	Final	Desig	n Revie		
01	NTP	0	12JUL16	11JUL16	0													7	NTP				

Close Up of Dates:

	Activity ID	Activity Description	Original Duration	Early Start	Early Finish
D	esign Phase				
	Pre-Design				
	000010	Proposal Due Date	1	23FEB16	23FEB16
	000020	Contract Award Period (estimated)	10	24FEB16	08MAR16
	000030	Contract Execution (estimated)	14	09MAR16	28MAR16
	Design Phase	e			
	000040	LNTP	1	29MAR16	29MAR16
	000041	Order of Magnatude Doc	2	30MAR16	31MAR16
	000045	Site Investigation/Soils/Topo	3	01APR16	05APR16
	000050	60% Design Procurement	10	06APR16	19APR16
	000060	60% Design Review	15	20APR16	10MAY16
	000070	100% Design Procurement	7	11MAY16	19MAY16
	000080	100% Design Review	15	20MAY16	09JUN16
	000190	Final Design Procurement	6	10JUN16	17JUN16
	000200	Final Design Review	15	20JUN16	11JUL16
	01	NTP	0	12JUL16	11JUL16

7. Construction Plan

7.1. Proposed Construction Plan

After issuance of the Notice to Proceed (NTP) West Coast General Corporation will mobilize to the site, set up the necessary temporary facilities for the project, and establish demo limits. Installation of construction BMP devices will begin and the demolition of the existing asphalt concrete will proceed. After the asphalt has been removed excavation and subgrade preparation will begin and be completed within a few days.

Once subgrade preparation is complete the concrete slab foundation work be performed and curing will begin. Once test results show sufficient strength of the slab has been obtained construction of the walls will begin. Construction of the walls will be performed one set of walls at a time since the adjacent wall will need to be constructed to be used as the form for the next wall. Wall construction will be form, set reinforcement, pour, sufficient curing, remove forms, then repeat until all bins are completed.

Once the walls have reached their minimum design strength the onsite construction of the steel structures will begin. Construction will start from the first concrete walls poured and go in the same sequence as the walls were finished to ensure sufficient curing of the concrete has occurred.

All special inspections will occur as required by the final construction documents.

7.1.1. Construction Approach and Methods

Quality Control

WCGC has long used the three (3) stages of control approach to Quality Control. In 2007, WCGC went exclusively (except in instances when owner's special provisions required alternate methods of QC) using the NAVFAC / USACE Quality Control Management program (there are a few minor modification that we have implemented). In accordance with this program, note WCGC specific actions or approach on quality issues:

- Pre-Construction: Pre-cons are required with all subcontractors and major suppliers on the project. One of the topics covered during the pre-con is Quality Control.
- Weekly Meetings: A topic of every weekly meeting is quality control. We review any NCR logs, review three week lookahead schedules for upcoming new work activities (definable features work).

- Preparatory Meeting (Phase I of Control): Meeting prior to starting a new definable feature of work (DFOW) on the project (i.e. earthwork, concrete, etc). The personnel responsible for the work (subcontractor foreman, superintendent, etc.), Project Superintendent, Owner Rep (if requested), Inspector attend the meeting. In these meeting we go over:
 - \circ Submittals
 - o Material Storage
 - o Review Specification Section, Plan Details, RFI's
 - Testing Requirements
 - o Safety Requirements
 - o Schedule Impacts

If there are any major issues discovered during the Preparatory Phase Meeting (i.e. missing or unapproved submittals, lack of understanding of the work by the subcontractor) a preparatory phase meeting may be rescheduled for the same DFOW.

- Initial Phase (Phase II of Control) Once the Preparatory Phase has been completed and the work is ready to begin on a DFOW, the Project Superintendent, Inspector and Foreman responsible for the DFOW, perform the Initial phase of the work to accomplish the following:
 - Establish Quality of Work
 - Resolve any conflicts in methods
 - \circ Testing of work
 - Safety requirements are being met

If there are significant changes to the crew who performed the Initial Phase work or if a new crew is added to the work they must also perform an initial phase of work. In addition, if there are repeated unacceptable work or non-compliant work issues the Initial Phase will be conducted again. (Depending on the issues a Preliminary Phase may also be reconducted)

 Follow-Up Phase (Phase III of Control) – The follow up phases are the daily inspections of the DFOW and documentation of inspection, testing, quality, and safety related notes in the Contractors Daily Reports. In the event of non-compliant work, we again follow the NAVFAC / USACE procedures. WCGC verbally notifies the party responsible for the non-compliant work. If it is corrected to meet compliance within 24 hours there is no further documentation. If it cannot be or is not corrected within 24 hours WCGC issues a Non-Compliance Report (NCR) to the responsible party. Depending on the issue we may request an action plan or we will just mark to correct to meet conformance with contract documents. Each NCR is documented on the NCR log.

If there are repeated issues by the same party, WCGC will begin the Three Phases of Control over again with the responsible party. WCGC requests that the supervisory for the foreman or the site superintendent attend any re-conducted Prep Phase Meeting, and potentially the Initial Phase work.

If issues continue, WCGC will request removal of the supervisory personnel performing the work on site or replace the responsible party with the concurrence of the owner.

Water Pollution Control

The site will disturb +/- 8500 SF of soil which will require a Water Pollution Control Plan (WPCP). This plan will be developed and maintained by Nicholas W. Walters, who is a QSD and Certified Professional in Storm Water Quality.

The low end perimeter of the site will be protected with fiber rolls with gravel bags placed at 4' O.C. The high end of the perimeter will be protected with gravel bags to help divert any runon away from open excavations. There will be a modified construction entrance placed at the entrance to the work access area. This will be a standard shaker plate. There is also currently another construction entrance on the vehicular access route to the work location within the Chollas Operations Yard. If that construction entrance is still in service it will provide additional track out protection. If necessary WCGC will assist with maintaining that construction entrance.

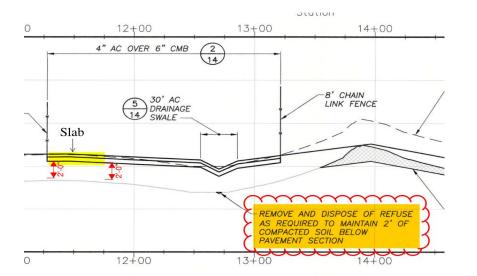
We do not plan on stockpiling excavation material onsite but in the event temporary stockpiles are necessary erosion protection will be to spray soil binder on the material and to place fiber rolls with gravel bags at 4' OC around the stockpile.

Weekly inspections will occur to ensure that the WPCP is proving effective and is working as desired.

Demolition and Earthwork

Demo - The demolition of the existing asphalt will begin by sawcutting the perimeter of slab foundation plus the necessary room for form construction. The removal of the Asphalt will be performed using a cold mill grinding machine and the asphalt grinds will be removed from the site and recycled for re-use at another project. Since the bins are close to the existing fence the demolition operation will be supported with a loader or skidsteer to help remove the hard to access existing asphalt. Once the removal of the asphalt has occurred, the earthwork operation will begin.

Excavation - Before any excavation can begin the Registered Environmental Health Specialist or Industrial Hygienist must be onsite. Excavations to rough grade elevation will be performed using a skiploader. Once at rough grade elevation the site will be inspected by the Geotechnical consultant to confirm approval to proceed with planned subgrade preparation. All export will be removed from the site immediately. It is not anticipated that any refuse will be discovered since excavations into soil will be a max 11.5" and per the previously constructed project the contractor was to remove and dispose of refuse required to maintain 2' of compacted soil below the pavement section (pavement section of 4" AC over 6" CMB).



From South Chollas Landfill – Operations Yard Improvement Plans, Sheet C-12:

In the event refuse is discovered in the excavations it will be properly removed of in accordance with local regulations and the contract.

Subgrade Prep - Since the area of the new bins was recently constructed under the inspection of the City it is assumed that subgrade material under the existing 4" AC and 6" CMB section (South Chollas Landfill – Operations Yard Improvement Plans, Area 2 Final Grading 2, Sheet C-8, note 11) followed at a minimum Whitebook standard of 12" scarification and relative compaction of 95% (Whitebook Rev July 2012, Section 301-1.3). WCGC will make the necessary cut / fills then perform the subgrade compaction to ensure that the top 12" under the rough grade elevation is at 95% relative compaction. Compaction will be made using a water trailer, skiploader, CB44 60" Roller, and a CB14 39" roller. Subgrade will be inspected and approved by the Geotechnical Consultant.

Structural Concrete

The foundations and walls will be formed and constructed in accordance with the final design documents. All forms will be inspected to ensure they are suitable of material and type and sufficiently rigid to resist deflection. Any portion of the slab that will be enclosed or below permanent surface will made of a surfaced lumber.

All reinforcing will be placed in accordance with the final design. Bars will be placed and secured in accordance with standard practice using chairs, spacers, hangers, and wire. All rebar will be cleaned to ensure that there is no reduction of the bond. No placement of concrete shall be allowed until reinforcement placement has been inspected.

Concrete will be placed in multiple pours to control the work and provide a quality product. Depending on the ability to gain access to the backside of the bins, it is our desire to tailgate the concrete. Concrete placement will start at the lowest elevation and proceed to the highest elevation. Concrete will be consolidated to ensure that reinforcement is encased and that the surface is free of voids. A high frequency internal vibrator will be used to ensure compliance. The finish on the slab will be in accordance with the Standard Specification section 302-6.4 (PCC Pavement type finish). The wall finish will be in accordance finish).

Falsework construction for the walls will start 7 days after the concrete slab is placed as long as a minimum compressive strength of 2,000 psi has been obtained. Formwork for walls will be removed after 7 days after concrete is placed. The walls for a single bin will

be constructed concurrently and the bins will be constructed sequentially (see schedule included as EXHIBIT D – DETAILED PROJECT SCHEDULE

Structural Steel

After shop drawing approval is received material procurement will begin. A significant portion of the work will be performed a certified steel fabricator shop. Once the shop fabrication has been completed the steel will be sent out for galvanizing. After galvanizing is completed the canopies will be ready to be shipped and erected at the site.

After the first bins walls have reached the required strength the erection of the steel canopies can begin. It will be a simple installation process working multiple bins as they reach their required strength. Basically erect the columns, the channels and beams, and then install the roof system.

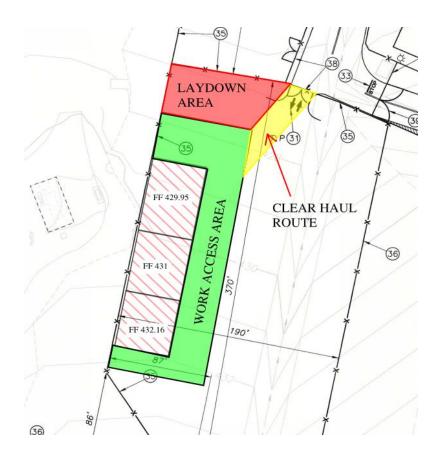
The materials will be handled to avoid damage to any steel members. All members will be matchmarked and diagrammed. Access to the work area will be from the front side of the bins and the structures will be craned, using proper techniques, into place and connected as shown on the drawings. All site inspections will be performed in accordance with California Building Code and the final contract documents.

Asphalt

After construction of the materials bins and as access allows during the erection of the canopies the Asphalt work will begin. The asphalt around perimeter of the bins will be milled as necessary to ensure that no less than 2" section of new AC placed is on existing AC. Then the patch around the bins will made to the existing asphalt elevation. Asphalt work should take 1-2 days and will be performed in accordance with the Standard Specification and the Whitebook.

7.1.2. Plan for Operation of Facility during Construction

There will be no impacts to the existing operation of the Chollas Operations Yard. We are unsure of future plans for the adjacent asphalt lot but currently the lot is not being used. If future plans include use of the adjacent lot during construction, there will be some need to provide clear access thru the lot for deliveries and sufficient space for a laydown yard.



7.1.3. Plan for Phasing of Construction Activities

The plan is that the work will be a one construction phase since there is (1) no impact to public traffic, (2) no impact to the current use of the facility, and (3) no known desire for the owner to begin using portions of the facility prior to completion of all work. A detailed construction schedule is provided in EXHIBIT D – DETAILED PROJECT SCHEDULE

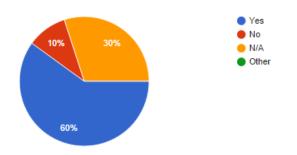
7.1.4. Proposed Safety Program

West Coast General Corporation has an extensive Injury and Illness Prevention Program (IIPP) as part of our overall health and safety program. It is the intent of WCGC to comply with all requirements and spirt of the California Code of Regulations, Title 8, and provide a safe and healthful work environmental for all employees. WCGC expects and requires that all employees follow its written IIPP. In addition, WCGC reviews all subcontractors IIPP for compliance with all Federal and State regulations.

WCGC develops a Site Health and Safety plan for each individual project that includes jobsite specific communication procedures, specific job hazards, and most importantly clear definition and assignment of the personnel responsible for the plan. Weekly tailgate meetings are conducted between the onsite crew and the Site Safety Officer or alternate Site Safety Officer.

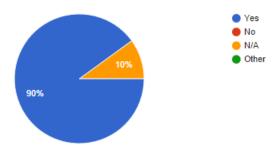
WCGC performs monthly inspections using Google Forms which allows the reporting information to be quickly turned into data and analyzed by WCGC executive management and risk assessment personnel.

Charts from monthly inspection data:



Are hazardous waste storage area inspected weekly? (10 responses)

All containers clearly identify contents? (10 responses)

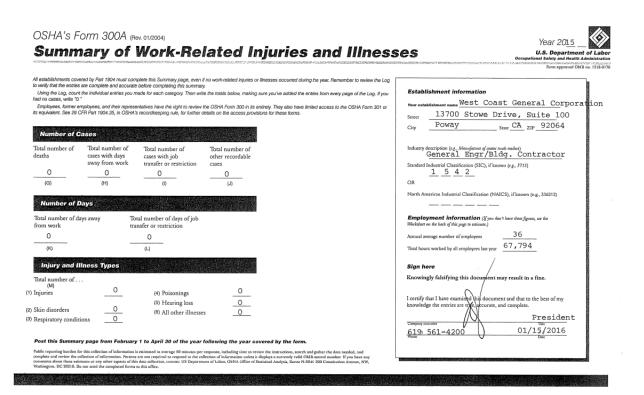


It is easy to say that Safety is your #1 priority but WCGC can back up this statement with results. Over the past two years, WCGC employees have worked **130,187 total hours** and have had $\underline{0}$ total number of days away from work, $\underline{0}$ total number of cases with job transfer or restriction, and $\underline{0}$ total number of other recordable cases.

Below are snapshots of WCGC's Cal/OSHA Form 300A – Annual Summary of Work-Related Injuries and Illnesses for the years 2014 and 2015:

04//00////	Form 300				Year 20 14
Annual	Summa	ary of Woi	′k-Relate	d Injuries and Illnes	Ses Department of Industrial Relations Division of Occupational Safety & Hawith
All establishments of during the year, Remem Using the Log, count had no cases, write "0." Employment	sovered by CCRTitle 8 sher to review the Log to the individual entries you	Section 14300 must complete verify that the entries are comple made for each category. Then we	this Annual Summary, ev te and accurate before comp its the totals below, making the Cal/OSHA Form 300 in	en if no work-related injuries or illnesses occurred	Establishment information Your establishment name West Coast General Corporation Sumet 13700 Stowe Drive, Suite 100
Number of C. Total number of deaths 0	Total number of cases with days away from work 0	Total number of cases with job transfer or restriction O	Total number of other recordable cases O		City <u>Poway</u> State <u>CA</u> <u>zp</u> <u>92064</u> Industry description (<i>e.g. Manufactur al mater avol tation</i> <u>General Engr/Bldg. Contractor</u> Standard Industrial Classification (SIC), If Innews (<i>e.g. SIC</i> 3715) <u>1542</u>
(G) * Alumber of D	(H) a y s	(1)	(J)		Employment information (If you don't have these Algues, us the optional Weekabert to entinate.) Annual average number of employees33
Total number of da Job transfer or rest		otal number of days way from work			Total hours worked by all employees last year 62,393
(X)	· -	<u>о</u>			Sign here Knowingly falsifying this document may result in a fine.
Injury and II Total number of	iness Types	an an Anna an Anna Anna An Anna Anna Ann			I certify that I have exampled this document and that to the best of my knowledge the entries archiver accurate, and complete.
(1) Injuries (2) Skin disorders (3) Respiratory con		(4) Poisonings (5) All other illnesses			Connexy previous (619) 561-4200 01/31/2015 Phone Date

Post this Annual Summary from February 1 to April 30 of the year following the year covered by the form.



West Coast General Corporation's California Workman's Compensation Modifier for the past three years is as follows:

10/1/14 - 10/1/15 - 76%

10/1/13 - 10/1/13 - 74%

10/1/12 - 10/1/13 - 76%

WCGC overall health and safety program is extensive, it includes continuous education, and has produced positive results. Creating the highest probability of success in all aspects of construction is important but when it comes to safety it is imperative. WCGC is proud of our successful safety record but we continuously try and improve. Every incident report from a WCGC project is documented and distributed to site personnel to be reviewed with the crewmember to avoid repeating mistakes. Our IIPP is updated yearly with the new information and new OSHA requirements and reviewed with all WCGC personnel during its annual safety meeting that occurs every June. WCGC doesn't just say safety is #1, it consistently proves it with verifiable results.

7.1.5. Proposed Emergency Response Plan

All onsite personnel shall familiarize themselves with the project Emergency Response Plan. There shall be sufficiently trained emergency response personnel onsite during all work.

Preparation for an emergency shall be discussed on a weekly basis during the tailgate safety meeting and daily when there is (1) an active trench or excavation, (2) shoring, and/or (3) a fall hazard.

Plan:

- The following basics steps should be followed:
 - Maintain calm how the designated person and other trained emergency personnel react will influence the performance of others and aid in the response.
 - Quickly Assess the Situation –Identify the cause that must be controlled to eliminate further damage.
 - Provide Instructions The designated person or most senior person should take charge and designate responsibilities to those around them.

- Eliminate Danger / Provide Protection Control the Area and the issue that caused, is causing, or may cause additional damage. This includes things like traffic control, shutting down equipment and/ or utilities.
- Aid and Manage Provide first aid to those in need. Coordinate excavations if needed and gain a head count to assist when first responders arrive.
- Continue Communication Keep emergency services updated of the events onsite, inform utilities companies of needed services, keep personnel coordinated so that they are prepared to assist when needed.
- Coordinate Emergency Services When possible, send persons to meet emergency services at entrance point and lead them to the emergency location. Provide clear and concise information to emergency responders.
- Once the emergency is controlled, contact management personnel.

7.1.6. Proposed Construction Schedule

A Detailed Project Schedule is provided in EXHIBIT D – DETAILED PROJECT SCHEDULE. The following are some snapshots of that schedule:

0	A	Ontertain	Faster	Faster	1												2016													
Activity	Activity	Original	Early	Early Finish	FEB	Т	MAR		AP	R	N	IAY		JUN		JU	L	AL	JG	5	EP		ост	Т	NO	v	D	EC	JAN	_
ID	Description	Duration	Start	Finish		Ĺ							ΤT																	
Design Phase																														
+Pre-Design																														
		25	23FEB16	28MAR16	1 6		1.1	.																						
+Design Phas		25	231 2010	2010/01/10		-		-	-				-		-									-			1 1			+++
+Design Filas	e	74	00144 D40	44 11 11 40																										
		/4	29MAR16	11JUL16								1		- 1		<u> </u>				_	_		_	_						
+Submittals																														
		27	10JUN16	19JUL16											-	_	-	1 1 1					-7							
+Material Proc	curement																													
		51	10JUN16	22AUG16										-	<u> </u>	_			_	-		_								
Construction Ph	lase																													11
+General Con																														
	ditions	120	12JUL16	09JAN17												_										1.1	1.1		<u> </u>	
		130	12JUL 16	09JAN17		-			-				++		-	-								+			+ +		_	++
+Site Preparat	tion																													
		2	19JUL16	20JUL16													7													
+Structural Co	oncrete																													
		75	28JUL16	09NOV16													•	<u> </u>		C7==		_		+		1				
+Structural St	eel																													
		82	16AUG16	07DEC16	11														÷				-	÷		i i	7			
+Exterior Impr	rovements																													
		91	21JUL16	10NOV16													n	1 1 1	- 1- 1				- 1 - 1	1			-			
Closeout Phase		01	2 1302 10		⊢⊢										-		-	1 1	-				11	-			1			++
+																														
		23	08DEC16	09JAN17																									- 7 E	

Summary Schedule:

General Conditions / Construction Management:

Activity	A saturiau	Ortotal	Franks	Franks	2016
ID	Activity Description	Original Duration	Early Start	Early Finish	JUL AUG SEP OCT NOV DEC JAN FEB
		Duration	Start	Timan	11 18 25 01 08 15 22 29 05 12 19 26 03 10 17 24 31 07 14 21 28 05 12 19 26 02 09 16 23 30 06 13 20
Construction F					
General Con					
010010	Project Management	130	12JUL16	09JAN17	Project Management
010020	Site Supervision	130	12JUL16	09JAN17	V Site Supervision
010030	Engineer Construction Support	130	12JUL16	09JAN17	Pingineer Construction Sup
010040	Health and Safety	130	12JUL16	09JAN17	V Health and Safety
010050	Quality Control	130	12JUL16	09JAN17	VQuality Control
010060	Project Coordination	130	12JUL16	09JAN17	Project Coordination
010070	Set Up Site Facilities	2	12JUL16	13JUL16	Ver Up Site Facilities
010090	Weekly Progress Meeting	130	12JUL16	09JAN17	Weekly Progress Meeting
010100	Monthly Progress Reporting	130	12JUL16	09JAN17	Monthly Progress Reporting
010110	Utility Mark out	2	12JUL16	13JUL16	□
010120	Set Up Temp Water	2	12JUL16	13JUL16	Ver Set Up Temp Water
010580	Mobilization	4	12JUL16	15JUL16	- Mobilization
010080	Maintain Site Facilities	128	14JUL16	09JAN17	Maintain Site Facilities
010130	Temp Water Usage	128	14JUL16	09JAN17	Temp Water Usage
010170	Survey Demo / Grade Limits	1	18JUL16	18JUL16	My Survey Demo / Grade Limits
010160	Geotechnical Inspection, as needed	5	21JUL16	27JUL16	Geotechnical Inspection, as needed
010220	Survey Footing	1	25JUL16	25JUL16	₩ Survey Footing
010240	Inspect Footing	1	09AUG16	09AUG16	▼Inspect Footing
010150	Special Inspections, as needed	60	30AUG16	21NOV16	▼Special Inspections, as needed
010280	Inspect Bin 1	1	30AUG16	30AUG16	₩Inspect Bin 1
010420	Steel Special Inspection, as needed	33	190CT16	02DEC16	The second secon

Structural Concrete Work:

Activity	Activity	Original	Early	Early	2016												
ID	Description	Duration	Start	Finish	JUL AUG SEP OCT NOV DEC 11 18 25 01 08 15 22 29 05 12 19 26 03 10 17 24 31 07 14 21 28 05 12 19 26												
Structural Co	phorete																
010230	Form / Set Reinforcement Footing	8	28JUL16	08AUG16	Form / Set Reinforcement Footing												
010250	Pour Footing	2	10AUG16	11AUG16	🖤 Pour Footing												
010260	Footing Curing to strip forms	6	12AUG16	19AUG16	Footing Curing to strip forms												
010270	Form / Set Reinforc Bin 1	6	22AUG16	29AUG16	Form / Set Reinforc Bin 1												
010290	Pour Bin 1	3	31AUG16	02SEP16	🗬 Pour Bin 1												
010300	Cure for Bin 1 to strip forms	7	05SEP16	13SEP16	Cure for Bin 1 to strip forms												
010350	Construct Bin 4	9	05SEP16	15SEP16	Construct Bin 4												
010310	Construct Bin 2	9	14SEP16	26SEP16	Construct Bin 2												
010360	Cure Bin 4 to strip forms	7	16SEP16	26SEP16	Cure Bin 4 to strip forms												
010320	Cure Bin 2 to strip forms	7	27SEP16	05OCT16	Cure Bin 2 to strip forms												
010370	Construct Bin 5	9	27SEP16	07OCT16	Construct Bin 5												
010330	Construct Bin 3	9	06OCT16	18OCT16	Construct Bin 3												
010380	Cure Bin 5 to strip forms	7	10OCT16	18OCT16	Cure Bin 5 to strip forms												
010340	Cure Bin 3 to strip forms	7	19OCT16	27OCT16	Cure Bin 3 to strip forms												
010390	Construct Bin 6	9	19OCT16	310CT16	Construct Bin 6												
010400	Cure Bin 6 to strip forms	7	01NOV16	09NOV16	Cure Bin 6 to strip forms												

7.1.7. Traffic Control Management

There will be minimal impacts to public traffic as the additional vehicular traffic entering and existing the Chollas Operations Yard will represent a very small increase compared to the normal traffic. Export of material will be less than 20 truck loads. Delivery of concrete asphalt, and steel will be +/- 100 trucks total (with a max of about 8 truck loads on any single day). Some signage will be provided to assist with project deliveries being routed thru the existing facility.

8. Equal Employment and Contracting Opportunity

- 8.1. WCGC has submitted all required EOCP information required by the RFP, all EOCP forms are included in the Price Proposal as required per the RFP 13.3.6
- 8.2. Subcontractor Documentation
- 8.2.1. WCGC has provided a listing of its 3 largest subcontractors and all other Subcontractors that are known using the required forms AA05 and AA25, these forms have been included in the Price Proposal as required per the RFP 13.3.6
- 8.2.2. For any Work that requires Subcontractors that have not been listed in this proposal WCGC will follow all competitive bidding requirements of the City and Public Contract Code.
- 8.2.3. For any Work that requires Subcontractors that have not been listed in this proposal WCGC will use the "lowest responsible bidder" competitive process for awarding the contracts.
- 8.2.4. Understood
- 8.2.5. Understood
- 8.2.6. SLBE, ELBE, and/or DVBE participation percentages have been included on the required forms and submitted with the price proposal as required by RFP 13.3.6

9. Reference Checks

9.1. WCGC has listed and provided a brief explanation for previous jobs that incorporated civil engineering design.

Job #1 – Telegraph Canyon Secant Pile Wall Project

Project Name: Telegraph Canyon Secant Pile Wall Project

Agency: City of Chula Vista

Owners Rep Contact: Kalani Camacho, kcamacho@chulavista.gov, 619.397.6113

Original Contract Value: \$1,758,244.12

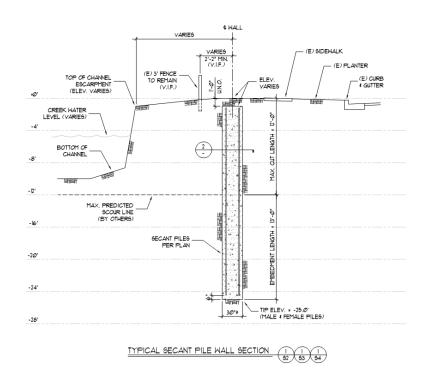
Final Contract Value: \$1,678,118.41

Original Completion Date: 11/30/15

Actual Completion Date: 11/3/15

WCGC Project Manager: Nicholas Walters

Description of Work: Installation of a secant pile wall along Telegraph Canyon Road including clearing and grubbing, replacement of 18" RCP drain, 19,200 SF of pile wall, removal and replacement of split rail fence, sidewalk replacement, soil excavation and replacement of damaged trees and plants.



During Drilling and Foundation Pour:



After completion of the work:



Job #2 - Emergency Roadway Alterations – San Ysidro Land Port of Entry

Project Name: Emergency Roadway Alterations - San Ysidro Land Port of Entry

Agency: United States General Services Administration

Owners Rep Contact: Scott Shin, scott.shin@gsa.gov, 213.894.3902

Original Contract Value: \$1,239,343

Final Contract Value: \$1,154,063

Original Completion Date: 11/1/2012

Actual Completion Date: 12/7/12

Note on completion: At the request of the federal government WCGC completed the realignment of the road early to allow for the testing of the facilities which required the completion of the lighting to be delayed.

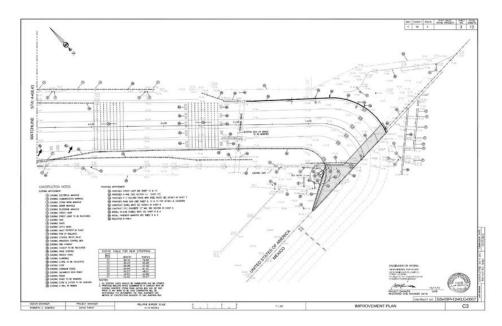
From San Diego Union Tribune (http://www.sandiegouniontribune.com/news/2012/oct/23/first-southbound-cars-tocross-at-mexicos-el-chap/):

TIJUANA — Mexican customs inspectors processed passenger vehicles at the El Chaparral port of entry for the first time on Wednesday morning, seven days before its scheduled formal opening on Nov. 1.

The new lanes are located west of the current southbound access lanes at Puerta Mexico. **El Chaparral** will triple the southbound inspection capacity of the world's busiest land border crossing.

WCGC Project Manager: Nicholas Walters

Description of Work: This was a federal project for the GSA that required an emergency design build contract to transition existing lanes on I-5 freeway to join the access road to the new El Chaparral Border crossing at the San Ysidro International Border Station. The need for the work was overlooked by the GSA while accommodating the improvements under construction on the Mexican side of the border, and had to be designed and completed to meet the opening of the crossing. WCGC worked days and nights to complete the work while keeping the design ahead of the construction. This project involved freeway traffic control, demolition, earthwork, structural concrete, fencing, striping, signage, and site electrical.



Job #3 – Otay Mesa Land Port of Entry Emergency Road Repair Project Name: Otay Mesa LPOE Emergency Road Repair Agency: United States General Services Adminstration Owners Rep Contact: Tom Moore (Nordic Construction) – 619.589.1190 Original Contract Value: \$236,212.00 Final Contract Value: \$252,582.16 Original Completion Date: 9/22/10 Actual Completion Date: 10/15/10 WCGC Project Manager: Joe Solorzano Description of the Work: This was a federal project for the GSA that required an emergency design build contract to repair the damaged truck lanes at the International Otay Border Station. International truck traffic degraded the travel ways to a point that underlying utilities were damaged interrupting security systems serving the ICE and DHS. Soil sampling, testing, reporting and engineering redesign of the road bed and underlying utility trench protection was required. The removal of the existing structural road section, repair of the security systems utilities, placement of protective concrete trench caps, and construction of a newly designed road section to handle the increased truck traffic was performed at night while routing and handling all international truck traffic.

Other Professional References:

City of San Diego, Lisa Adams, <u>lhadams@sandiego.gov</u>, 858.573.5023 SANDAG, Angel Morales, <u>angel.morales@sandag.org</u>, 619.248.1495

EXHIBITS

A. ADDENDA ACKNOWLEDGEMENT

39 | P a g e

B. RESUMES

NICHOLAS W. WALTERS, QSD

EL CAJON, CA 92020 nwalters@wcgcorp.com (858) 245-6227

EXPERIENCE

Oct 2002 to current - West Coast General Corporation

- Vice-President, 2015 current
- Vice-President, Project Management, 2012 current
 - Blue Line Crossovers Project –\$37 mil track, signal and civil construction of the system and track upgrades of the San Diego Trolley Blue Line.
 - Orange Line Station Improvement Project \$13 mil station upgrade project for the use of new low-floor model trolley's along the San Diego Trolley Orange Line.
- Project Manager, Civil Engineering 2004 2012
 - Park to Bay Link, Phase I and II, San Diego, CA, \$16 million
 - o Rancho Sante Fe Road Street Improvements, San Marcos, CA,\$14 million
 - o Bird Rock Coastal Traffic Flow Improvements, La Jolla, CA, \$4.5 mil.
 - Miramar College Infrastructure Project, San Diego, CA, \$16 mil
 - o Downtown San Diego Quiet Zone, San Diego, \$8 mil
 - Blue Line Palm Ave Grade Crossing Project, \$500K
 - Grossmont College Life Safety Road, La Mesa, CA \$6 mil
 - Capri Hotel Raze and Demolition, San Diego, CA \$800K
 - Ziggurat Playground Improvements Project, Laguna Niguel, CA \$1.5 mil
 - o Camino Ruiz Neighborhood Park, San Diego, CA \$6.5 mil
 - Torrey Del Mar Neighborhood Park, San Diego, CA \$4.5 mil
- Project Manager, Wall Division, 2002 2004
 - Multiple MSE Retaining Wall Projects from 2002 to 2004. Total Contracts \$8.5 mil

July 2001 to September 2002 – Whiting-Turner Contracting Company (as self-employed consultant)

- Project Consultant, Target Mission Valley Conversion, San Diego, CA, \$17.5 Mil
- Project Coordinator, Target El Cajon Remodel, El Cajon, CA, \$4.5 Mil

SKILLS & TRAINING:

USACE Construction Quality Management Program Suretrak Primavera, P3, P6 and Contractor Scheduling Microsoft Project Scheduling CPSWQ QSD 30 Hour OSHA

PROFESSIONAL REFERENCES:

SANDAG Sr. Construction Manager, Angel Morales, 619.248.1495 US General Service Administration, Brian Stilley, 949.275.4191 City of San Diego, Jerry Borja, 619.980.6310 or Lisa Adams, 619.823.5472

PROFESSIONAL ORGANIZATIONS:

AGC / CALTRANS Liaison Committee Member AGC / City of San Diego Liaison Committee Member EGCC Council Member



RESUME

Education

1979 / B.S.C.E. San Diego State University

Registration

1982 / Registered Civil Engineer/ California #34867

1991 / Registered Land Surveyor/ California #6622

Experience

34 years with current firm

Affiliations:

- American Society of Civil Engineers (ASCE);
- Society of American Military Engineers (SAME);
- American Public Works Association (APWA);
- American Concrete Institute (ACI);
- Construction Specifications Institute (CSI).



Thomas A. Jones

Principal-in-Charge

Mr. Jones has been involved in Civil Engineering for over 34 years; 28 years as a principal for this consulting firm. Mr. Jones is a Registered Civil

Engineer and Licensed Land Surveyor in the State of California.

Responsible for supervision of design of major public and private improvement projects such as:

- subdivisions
- street improvements
- storm drainage
- flood control improvements
- sewerage facilities
- · water and reclaimed water system improvements
- roadway design
- earthwork, including mining and reclamation plans
- structural design and other related items

Projects also include work for clients such as:

- Various Cities and County Municipalities
- University of California San Diego
- San Diego State University
- Multiple School Districts
- Multiple Hospital Districts
- Multiple Water Districts
- Department of Defense
- USDA Forest Service

Mr. Jones has served on the Society of American Engineers (SAME) board of directors and was their Readiness Director. He has also served on the 7-11 Advisory Committee for Ramona Unified School District.

Projects of Distinction that Mr. Jones was the principal in charge of civil engineering design are: Education Village, National City, CA received an Award of Merit for Education 2005; Nobel Library and Athletic Area (aka North University Community Library) Opened Sept 2007 received the APWA Project of the Year 2007.

EDUCATION

University of California, Berkeley M.S., Civil/Structural Engineering, 1987

California State University, Long Beach B.S., Civil Engineering, 1986

PROFESSIONAL LICENSES

Registered Civil Engineer No. 051873 (CA), 1994

City of San Diego Registered Deep Foundation Special Inspector No. 630, 1995

YEARS IN PRACTICE

26 Years

PROFESSIONAL AFFILIATION

American Society of Civil Engineers

American Society for Testing and Materials

REFERENCES

Mr. Jeff McDonald, Superintendent Turner/PCL/Flatiron Joint Venture PCL Construction Services, Inc. Tel: (619) 985-1904

Mr. Jeff Soriano Project Manager Associate Engineer City of San Diego Engineering & Capital Projects Tel: (619) 533-5140

EXPERIENCE SUMMARY

Mr. Sutanto has more than 20 years experience in providing consulting engineering and construction management services for a wide variety of private and public sector projects in southern California. His experience includes the planning, performance and supervision of: regulatory agency coordination and permitting; geotechnical field exploration and laboratory testing programs; construction field monitoring and testing programs; engineering analysis; and report preparation.

Mr. Sutanto has expertise and experience in the design and construction of shallow and deep foundations; earth retaining and buried structures; drainage and erosion control facilities, temporary shoring, construction dewatering measures, and flexible and rigid pavement sections. He has performed engineering evaluation and analysis of soil liquefaction and settlement potential, probabilistic and deterministic seismic hazard, and slope stability.

RELEVANT PROJECT EXPERIENCE

Selected examples of Mr. Sutanto's experience with the design and construction of public infrastructure projects include the following:

- Project Manager responsible for the planning and performance of the geotechnical investigation and construction support services for final design and construction of the Packages 1A and 1B - Terminal 2 West Airside Expansion, San Diego International Airport Terminal Development Program for the San Diego County Regional Airport Authority.
- Project manager responsible for detailed geologic logging and construction support services for the City of San Diego new Central Library Project which included the construction of a nine-story library building over a two story parking facility.
- Project Manager responsible for the planning and performance of the geotechnical investigation for final design and construction support services for the City of San Diego Sewer Pump Station No. 1 and Pump Station No. 2 Electrical Upgrades and New Electrical Building at Pump Station No. 2 Design-Build.
- Project manager responsible for preliminary planning studies, design level geotechnical investigation and construction support services for the City of San Diego Chollas Creek Water Quality and Habitat Improvement - widening and improvement of a 1,000 feet long segment of Chollas Creek in the Lincoln Park area.
- Senior Engineer in charge of planning and the performance of geotechnical services for more than 15 Sewer and Water Group jobs for the City of San Diego. The services were performed for various task orders that were issued by the City of San Diego Engineering and Capital Projects Department under a contract for As-Needed Geotechnical Engineering Services for the period from 2001 to 2003.

EDUCATION

University of California, Berkeley Graduate Studies, Geology, 1970-1971

University of California, Berkeley B.A., Geology, 1969

Bandung Institute of Technology, Bandung, Indonesia B.A., Geology, 1965

PROFESSIONAL LICENSES

Professional Geologist No. 3472 (CA), 1978

Certified Engineering Geologist No. 1012 (CA), 1978

TOTAL YEARS OF EXPERIENCE

39 years

PROFESSIONAL AFFILIATION

American Society of Civil Engineers -Geotechnical Division

Association of Engineering Geologists

National Groundwater Association

North American Society for Trenchless Technology

San Diego Association of Geologists

REFERENCES

Kevin Gibson, P.E. Project Manager Rick Engineering Company Tel: (619) 291-0707

Mr. Richard Leja Deputy Director Right of Way Design Division City of San Diego Tel: (619) 533-5112

EXPERIENCE SUMMARY

Mr. Liem has more than 35 years experience in the technical and managerial aspects of geotechnical projects. His experience covers a wide range of professional consulting services ranging from field exploration through report preparation. He has served as project manager and principal-in-charge for geotechnical, geologic hazard, and environmental investigations for use in preliminary facility planning and siting studies, pre-design and design, as well as construction of a wide variety of private land development and public infrastructure works projects. His public works experience includes: transportation infrastructure; water, wastewater and reclaimed water treatment and storage facilities, including pumping stations, conveyance pipelines and tunnel outfalls; erosion and drainage control structures; electrical and telecommunication facilities; central utility plants; public schools; airport facilities; and public park, athletic, and recreational facilities.

RELEVANT PROJECT EXPERIENCE

Selected examples of public works projects for which Mr. Liem has provided technical supervision, QA/QC, and project management services include:

- Principal geologist in charge of construction support services, including geologic logging/mapping of the tunnel face and sidewalls, tunnel muck sampling and testing, earthwork observation and testing, and concrete sampling and testing during construction of the San Diego County Water Authority San Vicente to Second Aqueduct Pipeline/Tunnel Project.
- Principal geologist in charge of the geotechnical investigation and construction support services for final design and construction of the Packages 1A and 1B -Terminal 2 West Airside Expansion, San Diego International Airport Terminal Development Program for the San Diego County Regional Airport Authority.
- Principal geologist involved in the detailed geologic logging and construction support services for the City of San Diego new Central Library Project.
- Principal in charge of geotechnical investigation to evaluate the feasibility of implementing "Low Impact Development" (LID) measures which may include infiltration planters and/or porous paving, and guidelines for their design and construction for the City of San Diego Metropolitan Wastewater Department.
- Principal geologist responsible for the geotechnical investigation for final design of the City of San Diego Avenida De La Playa Storm Drain and Water & Sewer Group Job 809
- Project manager in charge of geotechnical investigation for final design of the City of San Diego Torrey Pines Road/La Jolla Shores Road Water Line Replacement, Phase 3 Project.



Education

B.S., Civil Engineering San Diego State University, 2001

Registration

Structural Engineer California, No. S5314

Structural Engineer Arizona, No. 54701

Civil Engineer California, No. C66993

Experience

Aark Engineering Inc. Principal Structural Engineer (April 2007 to Present)

Richard Brady & Associates Project Manager (June 2002 to May 2007)

R. L. Biggers and Associates Assistant Engineer (2000 to June 2002)

MARK VAN BIBBER, S.E.

Background

Mr. Van Bibber has more than fifteen years of experience in the fields of civil and structural engineering using various structural systems and materials on a vast range of projects utilizing concrete, masonry, steel, timber, aluminum and fiber-reinforced plastics. Mr. Van Bibber's diverse experience includes work on municipal, water treatment, wastewater treatment, utilities, institutional, government, educational, medical, commercial, park, recreation and residential facilities.

Relevant Projects

PUBLIC WORKS PROJECTS - LIST

Borrego Water District - Rams Hill Booster Pump Station Caltrans - Desert Hills Administration Building Canopies Caltrans - El Centro Maintenance Facility Canopies City of Huntington Beach - Overmyer Reservoir Rehabilitation and Pump Station City of Huntington Beach - Sewage Lift Station No. 25 Replacement City of Huntington Beach - Sewage Lift Station No. 28 Rehabilitation City of Huntington Beach - Well No. 8 Irrigation Project City of Imperial Beach - Public Works Yard Improvements City of San Diego - 69th and Mohawk Pump Station City of San Diego - Alvarado Water Treatment Plant Phase II Expansion City of San Diego - Emergency Generators for Wastewater Facilities City of San Diego - Fire Stations #3, #8 and #15 Improvements City of San Diego - La Jolla Shores Underground Pump Station No. 27 Expansion and Repairs City of San Diego - Linda Vista Community Park 'Skateboard Park' Pedestrian Bridge City of San Diego - Miramar Fleet Services Mezzanine City of San Diego - Otay Water Treatment Plant Upgrades Phase 1 & 2 City of San Diego - Park de la Cruz Improvements City of San Diego - Soledad Pump Station Upgrades City of San Diego - South Bay Water Reclamation Plant Demineralization Project City of San Diego - Tierrasanta Pump Station Marine Corps Base Camp Pendleton - 13 Sewage Lift Stations Repair and/or Replacement Marine Corps Base Camp Pendleton - FY-12 MCON Project NAWTP and Las **Pulgas Pump Stations** National City - Public Works Relocation National City - Kimball Park Equipment Enclosure Naval Air Station, Lemoore - P-331 New Potable Water Well Rainbow Municipal Water District - Pala Mesa Booster Pump Station San Diego County Water Authority - San Marcos Desalination Vent Modifications





Education

B.S., Civil Engineering San Diego State University, 2001

Registration

Structural Engineer California, No. S5314

Structural Engineer Arizona, No. 54701

Civil Engineer California, No. C66993

Experience

Aark Engineering Inc. Principal Structural Engineer (April 2007 to Present)

Richard Brady & Associates Project Manager (June 2002 to May 2007)

R. L. Biggers and Associates Assistant Engineer (2000 to June 2002)

MARK VAN BIBBER, S.E.

Relevant Projects

CITY OF SAN DIEGO - TIERRASANTA PUMP STATION

This new potable water pump station includes an approximately 3,600 square foot concrete masonry building with steel framed roof, a motor control center and electrical equipment room, and a separate pump room with operable skylights for pump removal. Additionally, the pump room includes an overhead rail system for flow meter repairs or removal and a below-grade accessible pipe trench. Site structures include retaining and screen walls, valve vaults, generator foundations, sound enclosures and miscellaneous equipment supports and anchorage. Mr. Van Bibber is acting as the Structural Engineer of Record for this project. It is currently in the design phase.

Project Manager: Dwayne Abbey

Phone: (619) 533-5154

CITY OF SAN DIEGO - SOUTH BAY WATER RECLAMATION PLANT DEMINERALIZATION PROJECT

Mr. Van Bibber is the Structural Engineer of Record for this project. The project includes design of anchorage and supports for relocated, trailer mounted EDR Units. EDR Units #4 and #5 are being relocated from the North City Water Reclamation Plant, serviced and permanently installed at the South Bay Water Reclamation Plant. The design of the anchorage and foundation for the EDR Units is unique due to the piping, utilities and access requirements for the project. The project also includes a chemical storage tank containment area, including foundations and anchorage of the chemical storage tanks; foundation and anchorage for three vertical pumps; an approximately 2,250 square foot steel canopy shade structure with operable skylights; foundations and anchorage for a bridge crane to access pump motors, valves and piping; site retaining walls; and foundation and anchorage of a prefabricated steel electrical building. This project is in construction.

Project Manager: Brian Vitelle Phone: (619) 533-7413

CITY OF SAN DIEGO - INSTALLATION OF EIGHT EMERGENCY GENERATORS FOR WASTEWATER FACILITIES 1, 64, 65, PENASQUITOS, EMTS LAB AND NCWRP

This project includes the structural design for foundations, anchorage and supports for eight (8) emergency generators, including supporting electrical equipment and fuel tanks, at six (6) wastewater facilities. Permanent generators (fixed base) and trailer mounted generators are included. The trailer mounted generators are designed for easy removal of supports and anchorage for easy relocation for use at other facilities during emergencies. Mr. Van Bibber is acting as the Structural Engineer of Record for this project. It is currently in the construction phase.

Project Manager: Margaret Quach

Phone: (858) 292-6430

aark

ENVIRONMENTAL DUE DILIGENCE AND REMEDIATION SPECIALISTS

DANIEL A. WEIS, R.E.H.S. Branch Manager – Western Regional Office

EDUCATION

- Bachelor of Arts University of Delaware, Newark, DE (1995)
- Master of Science Public Health, San Diego State University, San Diego, CA (1998)

PROFESSIONAL REGISTRATIONS, LICENSES, AND CERTIFICATIONS

- Registered Environmental Health Specialist #8172 in the State of California
- OSHA 40-hour Hazardous Waste Operations Worker and Supervisor Certifications and Annual Refreshers

PROFESSIONAL SUMMARY

Mr. Weis is the branch manager of AEC's western regional office based in the City of San Marcos, San Diego County, California. He has 14 years of experience in the environmental sciences and consulting fields and is supported by Professional Geologists, Engineers and other technical team members of AEC staff. His responsibilities at AEC include client development and management, project management, technical oversight and quality control for assessment and remediation services, project staffing, and office financial management. Mr. Weis also completes technical services (including field activities) required of select projects completed by AEC. He has a proven ability to manage multiple personnel and technical projects, negotiate with regulatory agencies and maintain strong and trusting client relationships. Such clientele include but are not limited to local government entities, redevelopment agencies, affordable housing developers, Federal government entities, environmental and land use attorneys, architectural and engineering firms, commercial lending institutions, conservancies, commercial/industrial real estate owners/managers, insurance companies, wireless telecommunication carriers and real estate developers. He is also very experienced in the completion of assessment, construction and remediation quality assurance during the completion of urban redevelopment/brownfields projects, many of which have been located in downtown San Diego, Los Angeles and other urban communities throughout the State of California. Mr. Weis has a deep understanding of environmental due diligence guidelines including:

- American Society for Testing and Materials (ASTM) E1527-13, Standard Practice for Environmental Site Assessments (ESAs)
- ASTM E2247-08, Standard Practice for ESA: Phase I ESA Process for Forestland or Rural Properties
- ASTM E1903-97 (Re-approved 2002), Standard Practices for Environmental Site Assessments: Phase II ESA Process
- ASTM E2600-10, Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions
- 40 Code of Federal Regulations (CFR) Part 312 Standards for Conducting All Appropriate Inquiry (AAI)
- 33 CFR Part 137 Oil Spill Liability Standards for Conducting AAI
- United States Department of Housing and Urban Development Guide to Multifamily Accelerated Processing
- Other financial institution specific guidelines including The United States Small Business Administration, Fannie Mae and Freddie Mac

PROFESSIONAL EXPERIENCE

Mr. Weis has completed over 1,000 due diligence related environmental assessments (i.e. Phase I ESAs, Transaction Screen Analyses, etc.) and has managed over 200 subsurface environmental investigations of soil gas, soil and/or groundwater. Such investigations have also included human health and ecological risk assessments, evaluations of indoor air conditions based on interpretations of subsurface conditions, underground storage tank (UST) evaluation/closure and hazardous waste characterization/management. Subsurface activities performed include the completion of soil borings using various drilling technologies, soil and groundwater sampling, installation and sampling of groundwater monitoring wells, free product evaluations, exploratory trenching and real-time delineation using mobile analytical laboratories and other soil screening technology. Assets evaluated include industrial, commercial, residential, agricultural and vacant land sites throughout the State of California and numerous additional states of the Nation, with many of the assessments completed under the regulatory oversight of local environmental regulatory agencies, the California Regional Water Quality Control Boards (RWQCBs) and the California Environmental Protection Agency Department of Toxic Substances Control (DTSC). Mr. Weis has also conducted and/or managed hundreds of public/environmental health related assessments including electromagnetic field surveys, radionuclide surveys, indoor air quality investigations, radon surveys, drinking water assessments, asbestos containing materials (ACM) and lead-based paint (LBP) surveys and mold/microbial evaluations.

Mr. Weis has managed over 50 remediation related projects primarily related to source removal of subsurface contaminants including but not limited to petroleum hydrocarbons, chlorinated solvents, heavy metals, organochlorine pesticides and other agricultural related chemicals, dioxins and furans and polychlorinated biphenyls (PCBs). Cost effective solutions and various remedial action options are provided prior to remedial action implementation. He is very proficient in developing remediation cost estimates and evaluating multiple remedial strategies on specific projects and conducting budget tracking to ensure the accuracy of such estimates during remedial implementation. Mr. Weis also assists clients with the preparation of contractor bid specifications, contractor bid and change order reviews for such projects, contractor agreements and project status reports/updates and has conducted presentations to client personnel, regulatory agencies and/or the public pertaining to such remediation related projects. He has also assisted numerous clients in cost recovery efforts from private parties and State/Federal funding programs for environmental assessment and remediation work.

SPECIFIC PROJECT EXPERIENCE

48 Property State Lands Exchange Project, Various Locations Throughout San Bernardino and Inyo Counties, California - Project director for the completion of a Phase I ESA in accordance with ASTM Practice E 1527-05, 40 CFR Part 312 Standards for Conducting AAI, and other Federal Agency specific guidelines at forty eight State of California School Lands properties ranging in size from 40 acres to 666.54 acres, located in San Bernardino and Inyo Counties, California and either partially or entirely within Death Valley National Park or the Mojave National Preserve. Due to the remoteness of the properties, the site reconnaissance was conducted via helicopter flyover with intermittent landings as needed to evaluate conditions on the properties. Prior to the site reconnaissance, Geographical Information Systems (GIS) technology was utilized to determine the coordinates of each property (corners and center) and such data was subsequently provided to the aviation company in a format compatible with the helicopter's navigation system. Additional components of the ESA (i.e. interviews, regulatory research and historical research) were completed in strict accordance with the applicable guidelines. The assessment revealed no evidence of recognized environmental conditions (RECs) in connection with the properties and additional assessment was not recommended. The assessment also included an evaluation of several non-scope ASTM considerations including ACM, LBP, radon potential and lead in drinking water. None of the non-scope ASTM evaluation items were found to be a potential concern with respect to the subject properties.

Industrial Facility, West Bradley Avenue, El Cajon, California – Technical lead on pre-business acquisition due diligence (i.e. Phase I/II ESAs) at a facility that conducts the manufacturing of forged metal products for the medical field and aerospace/defense industry and that was historically used for related industrial purposes. Investigation revealed releases of chlorinated solvents to the vadose zone and groundwater underlying the facility, as well as off-site sources of chlorinated solvents to the property in groundwater. Two phases of due diligence related subsurface investigation consisted of 25 direct-push soil

Daniel A. Weis, R.E.H.S. Page 3 of 4

borings and the collection of soil, groundwater, and soil gas samples. The analytical laboratory data was evaluated, deliverables were prepared and preliminary evaluations of risk conducted using County of San Diego Department of Environmental Health and DTSC Johnson and Ettinger vapor intrusion risk models. The case was subsequently referred to the DTSC due to permit by rule conditions and Mr. Weis oversaw and participated in the preparation a current conditions report, Facility Investigation (FI) Work plan and Community Profile for the property under a Corrective Action Consent Agreement between the interested parties and the DTSC. The FI Work Plan described the investigation objectives, pertinent background information related to the facility, current conditions, and a description of each identified Solid Waste Management Unit and Area of Concern identified at the facility. The document also included a Quality Assurance Project Plan (QAPP), data management plan and information pertaining to the proposed reporting structure. Mr. Weis also served as the project lead/coordinator for the implementation of the FI Work Plan which included the installation of sub-slab and at-depth soil gas probes and multiple groundwater monitoring wells, and the drilling of several direct-push soil borings. On-going regulatory negotiation is being conducted in efforts to reach a quantifiable approach to future monitoring of subsurface conditions at the property.

Santa Monica Beach Public Restroom Facilities Replacement Project, Santa Monica, California -Project director and lead on the completion of a Phase I ESA in accordance with ASTM Practice E 1527-05 of eight public restroom facilities on the Santa Monica State Beach in the City of Santa Monica, Los Angeles County, California. ACM, LBP and PCB surveys were also completed in conjunction with the ESA. All components of the ESA were completed in strict accordance with the applicable guidelines. The assessment revealed no evidence of RECs in connection with the properties and additional assessment was not recommended. Recommendations were provided regarding abatement of ACM and LBP identified at the facilities.

Seventh and Market Street Property - 7th and 8th Avenues and Market Street, San Diego, California -Project lead and manager for remediation planning assistance associated with a proposed 55,000 square foot mixed-use redevelopment project including a multiple level subterranean parking garage) in downtown San Diego. Subsurface characterization utilized in conjunction with prior site data included the drilling of ten soil borings using a hollow-stem auger drill rig, excavation of ten exploratory test pits using a backhoe and sampling/analysis of soil samples for various contaminants of concern. The additional data obtained was used for evaluating the feasibility of alternative remedial strategies, revising remedial cost estimates for multiple redevelopment scenarios and preparation of a mitigation plan and community health and safety plan for the project. Eligible costs for the site characterization related work were recovered from the State Water Resources Control Board (SWRCB) Orphan Site Cleanup Account (OSCA) program on behalf of the client. Although redevelopment plans for the project changed due to various factors, funding remained secured for the project and remediation work consisting of a removal action of lead and petroleum hydrocarbon impact soil was conducted. Over 15,000 tons of contaminated soil was removed from the property during the remediation effort. Mr. Weis served as the project lead and manager for the remediation phase of work which included the excavation and segregation of lead and petroleum hydrocarbon contaminated soils within an approximately 30,000 square foot remediation area, backfilling the excavation with non-contaminated soil generated from the proposed excavation as well as soil to be imported to the property and reconstruction of the property to City of San Diego surface parking lot standards. The remediation activities required the displacement of approximately 27,000 cubic yards of soil. Pre-remediation work completed by Mr. Weis included revising the mitigation plan to account for changes to the project plan, assistance with the preparation of technical bid specifications pertaining to the proposed site remediation, pre-bid meeting representation and responding to questions/inquiries from prospective bidders regarding the technical specifications, drawings and other items related to the proposed remediation effort and associated construction activity. Over 99% of \$1,500,000 in SWRCB OSCA grant funds for the cleanup was recovered on behalf of the client.

Proposed Charter School Athletic Field Complex, Temple Avenue and Hoover Street, Los Angeles, California - Project lead and manager for the completion of a Phase I and II ESA during a property acquisition due diligence period at this approximately one-acre property located in the northern portion of the downtown area of the City of Los Angeles. The Phase I ESA was completed under ASTM-2005/AAI protocol and supplemental DTSC guidelines. Prior uses of the property included metal plating activity and a gasoline service station. Other deliverables provided and approved by the DTSC included a Preliminary

Daniel A. Weis, R.E.H.S. Page 4 of 4

Environmental Assessment (PEA) Work Plan, QAPP and a Site Specific Health and Safety Plan. Additional subsurface investigation was subsequently completed to close data gaps pertaining to contaminant distribution and remediation costs prior to a removal action completed at the property. Such investigation included the drilling of over 70 soil borings and sample collection/analysis of soil, soil gas and groundwater samples. Remediation (excavation) at the property was completed by on a turn-key basis and consisted of the excavation and disposal of approximately 2,500 cubic yards of metals contaminated soil and removal of a UST under Los Angeles Fire Department oversight. Other duties completed during the course of the project included regulatory negotiation and litigation support. Community outreach associated with the project included a public hearing with the Los Angeles Department of Building and Safety pertaining to the site permit grading and haul route for trucking of contaminated soil and mass mailing of fieldwork notification activities to all properties situated within a 300 foot radius of the property.

Strata - 9th and 10th Avenues and Market Street, San Diego, California - Project manager for the completion of California SWRCB OSCA Program application assistance pertaining to a portion (former gasoline station) of this downtown San Diego redevelopment site, which included a four-level subterranean parking garage. Initial tasks included a review of prior environmental assessments, written response to SWRCB inquiries pertaining to historical site uses and principal contamination sources and preparation of select sections of OSCA Pre-Assessment and Cleanup Grants. Portions of the Grants included a summary of background information pertaining to the property, detailed scopes of work pertaining to prior eligible assessment response work and proposed cleanup response actions and specific budget details. Cost recovery efforts from the OSCA program were successful. Mr. Weis also served as the project lead for general remediation planning assistance which included the preparation of multiple variations of remediation cost estimates for the project and attendance of meetings with the development team. The remediation cost estimate variations were broken down by physical address (parcel) and three contaminant types (lead, chlorinated solvents and petroleum hydrocarbons) and differing combinations of the referenced parameters. The cost estimation included interface with UST removal, excavation, shoring and dewatering contractors, landfill/recycling facilities, trucking companies, vapor barrier design and installation companies and analytical laboratories. Mr. Weis oversaw subsequent third-party oversight activities on behalf of the client as the property was sold to a third-party and included field oversight of remediation activities, budget tracking, invoice approval, compliance with the OSCA Grant conditions, attendance at meetings and other tasks.

Tijuana River Watershed Project, San Diego State University Graduate School of Public Health - In early stages of the project, implemented a stormwater sampling program within various areas of watershed including the use of auto sampling apparatus triggered by rainfall and flow of rivers and creeks of interest. Personally performed analytical laboratory analysis of water and sediment samples using University owned instruments for constituents of concern including heavy metals, nutrients, and bacteriological indicators and maintained chemistry and flow databases for the development of pollutographs, mass loading estimates and calibration of GIS models.

PUBLICATIONS

- Gersberg, R.M., Brown, C., Zambrano, V., Worthington, K., and Weis, D. (2000) Quality of urban runoff in the Tijuana River watershed. In Westerhoff, P. (editors), SCERP Monograph Series (no.2) on Water Issues Along the United States and Mexico Border. : Southwest Center for Environmental Research and Policy, 31-45.
- Weis, D.A., Callaway, J.C., and R.M. Gersberg (2001). Vertical Accretion Rates and Heavy Metal Chronologies in Wetland Sediments of the Tijuana Estuary. Estuaries 24(6A).
- Gersberg, R.M., Pitt, J.L., Weis, D.A., and D.D. Yorkey. Characterizing In-Stream Metal Loading in the Tijuana River Watershed. (2002). National TMDL Science and Policy Conference, Specialty Conference Proceeding on CD Rom, November 13-16, Phoenix, Arizona

AFFILIATIONS

National Brownfields Association San Diego Housing Federation C. COMPANY PROFILES

BDS

Engineering, Inc. Civil Engineering Land Surveying

COMPANY BACKGROUND

Bement-Dainwood-Sturgeon, Civil Engineers, was established in April 1973 by James D. Bement John F. Dainwood and Kent L. Sturgeon (all have since retired). These three principals brought to the firm a diverse and varied background consisting of experience in civil design, municipal engineering, construction inspection, construction administration, surveying and materials engineering.

Thomas A. Jones has been with this firm since 1980 and became a principal of the firm in 1986.

In 1997, the remaining original founder retired and the firm changed its name to BDS Engineering, Inc.

SERVICES

BDS Engineering, Inc. is a certified small business enterprise with the State of California. The staff under personal supervision of the principals consists of experienced professional engineers, designers, CADD operators, land surveyors and supporting clerical personnel.

A full range of general civil engineering services are provided by BDS Engineering, Inc. These include primarily:

Grading Plans Sewer Systems Water Systems Street Improvements Construction Inspection Drainage Improvements Construction Documents Land Surveying Contract Administration Computer Aided Design and Drafting

Our firm served as the City Engineer and Engineering Staff for the City of Imperial Beach, California for over thirty years.

Although our work is heavily oriented toward public agencies, we also work for private clients. We have designed thousands of public and private improvements throughout the years which have given us the required experience for processing through various public agencies throughout San Diego, San Bernardino and Riverside Counties. We have also worked on Federal/Military projects all over the State of California as well as Nevada and Arizona.

When one of our projects requires services outside of our expertise, we are able to draw from a selection of consultants experienced in areas of engineering which complement our services.

PROJECT APPROACH

The principals of BDS Engineering, Inc. approach each project with close personal attention. We review each project to see which of our staff might best be suited to accomplish the required work. Our experience shows us that by combining the proper personnel we are able to meet the project time schedules and provide an excellent quality of work.

COST ESTIMATING

Project cost estimates are a very important part of each job. Because BDS Engineering, Inc. is involved in the administration of construction projects; we have access to actual contractors' current unit prices for items of work. This allows us to prepare project budget estimates, which reflect the contractor's current bidding conditions. We use this data in addition to published references such as "Means" and "Saylor".

FACILITIES

CADD

We have full computer aided design and drafting capabilities. This includes "State of the Art" color plotters, current Auto Cad Rel's, (Autodesk 2013 and Civil 3D)) and Civil Engineering Software (Haestad, etc.)

SURVEYING

We have "state of the art" electronic surveying equipment, including data collectors that interface with our computers and GPS. Which includes:

Spectra Precision Focus 30 Total Station. Fully robotic instrument which includes a motorized drive system at the instrument, a tracking sensor to track the range pole and prism and a communication connection between the instrument and range pole and prism.

Spectra Precision Ranger 3 Data Collector and Survey Pro Software

COMPANY PROFILE ALLIED GEOTECHNICAL ENGINEERS, INC.

Allied Geotechnical Engineers, Inc. (AGE) is a full service geotechnical consulting firm that is located in Santee, California, and has maintained an active engineering practice in San Diego County over the past 37 years.

The firm provides professional geo-engineering services in soil mechanics, geology and engineering geology, hydrogeology, and environmental site assessments. The scope of services provided by AGE range from desktop geotechnical studies for preliminary planning, predesign and facility siting purposes to comprehensive geotechnical subsurface exploration and testing programs for final design. AGE also provides a wide range of construction support services.

AGE's key personnel includes engineers and geologists with practical experience, ranging from 10 to more than 40 years, in the design and construction of a broad spectrum of private land development and public infrastructure projects. Our key personnel are familiar with and possess a solid working knowledge of the City of San Diego's engineering design and construction standards and procedures. AGE has extensive experience with the design and construction of more than 140 projects for the City of San Diego, including water, wastewater, storm water and recycled water collection, treatment, storage, and conveyance facilities; new buildings and renovation of existing buildings; roadways and bridges; and public park, athletic and recreational facilities.

Selected examples of relevant projects that have been completed within the last 3 years include: New Central Library, Upas Street Water Line Replacement, Alvarado Trunk Sewer Phase IIIA, Abandonment of Otay 1st and 2nd Pipelines, Sewer Pump Station No. 2 Power Reliability & Surge Protection, Miramar Clearwell Improvements, Tierra Santa Water Pump Station, Barrett Flume 10% Predesign, Condition Assessment of 3 Water Transmission Pipelines, Condition Assessment of 12 Potable Water Reservoirs, and Pacific Beach Pipeline - South.

AGE is certified as an Emerging Local Business Enterprise (ELBE) by the City of San Diego. AGE is also certified as a Small, Minority & Disadvantaged Business Enterprise (S/M/DBE) under the California Unified Certification Program (CUCP), and as a Small Business Enterprise (SBE - Micro) by the California Department of General Services.

Affiliations

Structural Engineers Association of California, San Diego

American Society of Civil Engineers

National Council of Examiners for Engineering and Surveying - Model Law Structural Engineer

American Institute of Steel Construction

American Wood Council

American Concrete Institute

Certifications

State of California **Certified Small** Business - Micro (#60334)

NETConnect Certified Small Business Enterprise (#161416)

Certified Small Business Enterprise -The Network (#28102)

City of San Diego **Emerging Local Business Enterprise** (#11AE0348)

FIRM PROFILE

Company Background

Aark Engineering Inc. is a San Diego County based engineering firm providing consulting structural engineering services. We take pride in providing technically accurate, innovative structural engineering design solutions and responsive, on-time service. Founded in June of 2007 by its two Principal Engineers, Aaron Steele (California SE 4948) and Mark Van Bibber (California SE 5314), Aark draws upon their combined experience in performing comprehensive structural engineering services for a wide variety of public and private, new and existing facilities, including water and wastewater treatment, utilities, institutional, healthcare, educational, and commercial structures.

Our principals' personal involvement with our clients during all project phases ensures consistent high quality service throughout design and construction. Our staff has participated on a vast range of large and small projects for public and private clients, allowing us the opportunity to develop solutions for unique and sophisticated design problems.

Mission Statement

Aark Engineering Inc. endeavors to provide the public with safe structures of dependable performance through the application of state-of-the-art Structural Engineering principles, resources, and design tools.

Contact

Mark Van Bibber, Principal Structural Engineer

Address:	1870 Cordell Court, Suite 202, El Cajon, CA 92020
Phone:	619.312.6336
Facsimile: Email:	619.383.6560 vanbibber@aarkengineering.com
Firm Structure:	Subchapter S Corporation

Number of Employees: 10 (inclusive of Principals)







D. DETAILED PROJECT SCHEDULE

Activity Description	Original Early Duration Start	Early Finish	Late Start	Late Finish	Total Float	Log Text 1	2016 FEB MAR APR MAY JUN JUL AUG SEP OCT 15 22 29 07 14 21 28 04 11 18 25 02 09 16 23 30 06 13 20 27 04 11 18 25 10 08 15 22 29 05 12 19 26 03 10 17 24 31 0
Proposal Due Date	1 23FEB16	23FEB16	23FEB16	23FEB16	0		V Proposal Due Date
Contract Award Period (estimated)	10 24FEB16	08MAR16	24FEB16	08MAR16	0		Contract Award Period (estimated)
Contract Execution (estimated)	14 09MAR16	28MAR16	09MAR16	28MAR16	0		Contract Execution (estimated)
_NTP	1 29MAR16	6 29MAR16	29MAR16	29MAR16	0	Per SSP 6.2.4 3/29/16	
Order of Magnatude Doc	2 30MAR16		30MAR16	31MAR16	0	WB Chapter 3, part 1, 2-5.7	
Site Investigation/Soils/Topo	3 01APR16		01APR16	05APR16	0		Site Investigation/Soils/Topo
60% Design Procurement 60% Design Review	10 06APR16 15 20APR16		06APR16 20APR16	19APR16 10MAY16	0	City Standards for PSE Table	60% Design Procurement
100% Design Procurement	7 11MAY16		11MAY16	19MAY16	0	City Standards for PSE Table	
100% Design Review	15 20MAY16		20MAY16	09JUN16	0		100% Design Review
Final Design Procurement	6 10JUN16	17JUN16	10JUN16	17JUN16		City Standard for PSE Table 2	Final Design Procurement
Final Design Review	15 20JUN16 0 12JUL16	11JUL16 11JUL16	20JUN16 12JUL16	11JUL16 11JUL16	0		V Final Design Review VTP
NTP	0 12JUL 16	TIJULI6	12JUL 16	TIJULIO	0		
Roofing SD/PD Subm Proc	5 10JUN16	16JUN16	25AUG16	31AUG16	53d		Roofing SD/PD Subm Proc
WPCP Subm Proc	5 10JUN16	16JUN16	07JUL16	13JUL16	18d		WPCP Subm Proc
QC / Special Inspection Plan	10 10JUN16		05OCT16	180CT16	82d		▼QC / Spe
Concrete Submittal Review Roofing SD/PD Subm Review	5 17JUN16		22AUG16 01SEP16	26AUG16 07SEP16	45d 53d		▼ Concrete Submittal Review ▼ Roofing SD/PD Subm Review
WPCP Subm Rev	5 17JUN16		14JUL16	20JUL16	18d		WPCP Subm Rev
Steel SD Review	5 24JUN16	30JUN16	07SEP16	13SEP16	52d		▼ Steel SD Review
Reinforcement SD Review	5 24JUN16	30JUN16	05JUL16	11JUL16	6d		Reinforcement SD Review
Formwork Design	6 12JUL16	19JUL16	05AUG16	12AUG16	18d		Formwork Design
urement Steel SD Procurement	10 10JUN16	23JUN16	24AUG16	06SEP16	52d		Steel SD Procurement
Reinforcement SD Procurement	10 10JUN16	23JUN16	20JUN16	01JUL16	6d		Reinforcement SD Procurement
Concrete Submittal Procurement	5 10JUN16	16JUN16	15AUG16	19AUG16	45d		Concrete Submittal Procurement
Steel MP	25 12JUL16	15AUG16	14SEP16	180CT16	46d		The second
Reinforcement MP Concrete MP	12 12JUL16	27JUL16 13JUL16	12JUL16 29AUG16	27JUL16	0 34d		Reinforcement MP
Roofing MP	2 12JUL16 30 12JUL16	22AUG16	08SEP16	30AUG16 19OCT16	42d		
BMP's Procurement	3 12JUL16	14JUL16	18JUL16	20JUL16	4d		BMP's Procurement
Formwork Procurement	5 20JUL16	26JUL16	15AUG16	19AUG16	18d		Formwork Procurement
nase itions							
Project Management	130 12JUL16	09JAN17	12JUL16	09JAN17	0		
Site Supervision	130 12JUL16	09JAN17	12JUL16	09JAN17	0		
Engineer Construction Support	130 12JUL16	09JAN17	12JUL16	09JAN17	0		
Health and Safety Quality Control	130 12JUL16 130 12JUL16	09JAN17 09JAN17	12JUL16 12JUL16	09JAN17 09JAN17	0		
Project Coordination	130 1230E10	09JAN17	12JUL16	09JAN17	0		
Set Up Site Facilities	2 12JUL16	13JUL16	12JUL16	13JUL16	0		■ Set Up Site Facilities
Weekly Progress Meeting	130 12JUL16	09JAN17	12JUL16	09JAN17	0		
Monthly Progress Reporting Utility Mark out	130 12JUL16 2 12JUL16	09JAN17 13JUL16	12JUL16 20JUL16	09JAN17 21JUL16	0 6d	Whitebook 7-18.2.2	□ Utility Mark out
Set Up Temp Water	2 12JUL16	13JUL16	12JUL16	13JUL16	0		▼ Culling Walk Out
Vobilization	4 12JUL16	15JUL16	14JUL16	19JUL16	2d		- ▼ Mobilization
Maintain Site Facilities	128 14JUL16	09JAN17	14JUL16	09JAN17	0		
Temp Water Usage	128 14JUL16	09JAN17	14JUL16	09JAN17	0		Survey Demo / Grade Limits
Survey Demo / Grade Limits Geotechnical Inspection, as needed	1 18JUL16 5 21JUL16	18JUL16 27JUL16	20JUL16 03AUG16	20JUL16 09AUG16	2d 9d		Survey Demo / Grade Limits
Survey Footing	1 25JUL16	25JUL16	27JUL16	27JUL16	2d		Survey Footing
nspect Footing	1 09AUG16		09AUG16	09AUG16	0		₩ Inspect Footing
Special Inspections, as needed	60 30AUG16		15SEP16	07DEC16	12d		
nspect Bin 1 Steel Special Inspection, as needed	1 30AUG16 33 19OCT16		30AUG16 24OCT16	30AUG16 07DEC16	0 3d		₩ Inspect Bin 1
on	33 1900116	U2DEC 16	2400116	U/DEC 16	30		
3MP Installation	1 19JUL16	19JUL16	21JUL16	21JUL16	2d		P BMP Installation
Demo / Clear	1 20JUL16	20JUL16	22JUL16	22JUL16	2d		Province in the second se
	0 00 11 11 40	0000000	00.000.00	00010010			
Form / Set Reinforcement Footing Pour Footing	8 28JUL16 2 10AUG16	08AUG16	28JUL16 10AUG16	08AUG16 11AUG16	0		Form / Set Reinforcement Footing
Footing Curing to strip forms	6 12AUG16		12AUG16	19AUG16	0		Four sound the strip forms
Form / Set Reinforc Bin 1		29AUG16	22AUG16	29AUG16	0		Form / Set Reinforc Bin 1
Pour Bin 1	3 31AUG16		31AUG16	02SEP16	0		♥ Pour Bin 1
Cure for Bin 1 to strip forms	7 05SEP16	13SEP16	05SEP16	13SEP16	0	7 days per GB 303-1.4	Cure for Bin 1 to strip forms
23FEB16							
09JAN17 23FEB16							
20FEB16							
23FEB16							

West Coast General Corporation Chollas Material Bin Design-Build

© Primavera Systems, Inc.

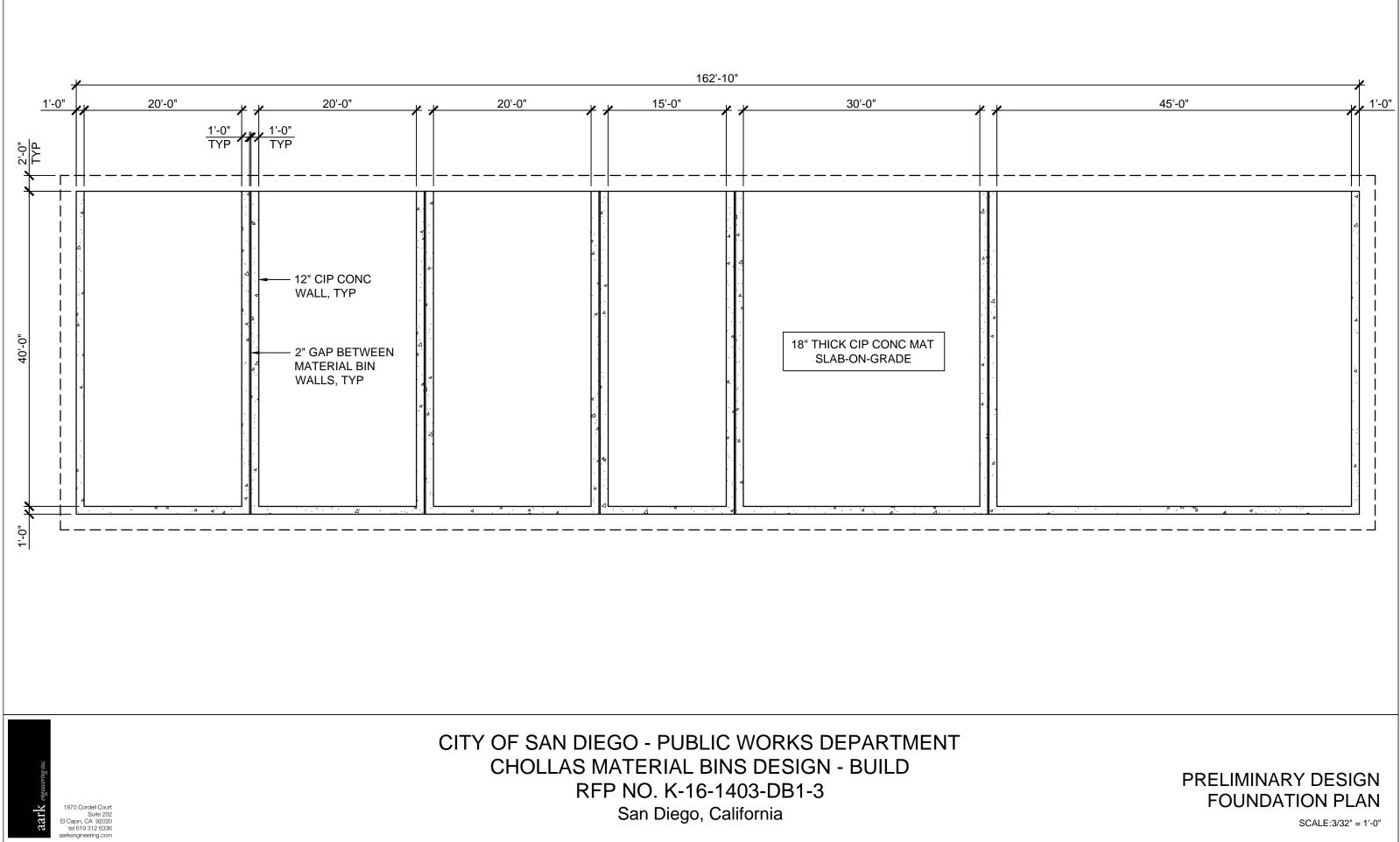
	NOV		Т		DEC	:	_		, L	AN		-	F	EB		20		MAR		_		AP	'R	_	MAY
07		21	28	05	12	19	26	02	09		23	30	06	13	20	27	06	13	20	27	03	10		24	01
		1		1						1								1			1	1	1		
										1															
										1													1		
	 	 		 						 													 	 	i
		1																							
										1													1		
																									-
ecial	Insp	ectio	on P	lan																					
										1													1		
1		1	1							1												1	1		
										1															
5																									
MP										1													1		
										1													1		
-	1		-	1			_					_			_								1		
		1																							
											t Ma uper			ent											
1	1		1	1					T Ei	ngin	eer (Cons	struc	tion	Sup	por							1		
									7 н	ealth	and	d Sa	fety										1		
- +	⊢										y Co t Co			on									+ ·	I	-
-																									
1				1							y Pr ly P					a							1		
1									+ (VI	Jun	.у Г [.]	Jyn		p	or ut l	ฮ									
T = =					_																				
									₹м	aint:	ain S	Site F	acil	ities											
1	1					_					Wat														
				 														 			 		 		l
ł				_		ial '		at:-																	
-	1	1		- 7 8	spec	ial Ir	ispe	ctio	11S, á	as n	ede	a										1	1		
			_	-7 8	Steel	Spe	ecial	Insp	pect	ion,	as n	eed	ed			_									
1																									
1										1												1	1		
										1													1		
- ÷																							- - -		
																				E	arly	bar			
																			▼	To	otal f	loat	poir bar	nt	
																				P	rogre	ess	bar		
																				C	ritica	al ba	ir bar		
																				P	rogre	ess	poin	t	
																			\bigtriangledown	S	umn	al po nary	poir	nt	
																				S	tart i	mile	ston	e po ne p	int oin
																			~				5510	ne p	511

Activity	Activity	Original	Early	Early	Late	Late	Total Log			2016				2017
ID	Description	Duration	Start	Finish	Start	Finish	Total Log Float Text 1	FEB MAR	APR MAY 11 18 25 02 09 16 23 30 06	JUN JUL AUG	SEP OCT 22 29 05 12 19 26 03 10 17 24	NOV DEC	JAN FEB	MAR APR MAY
010350	Construct Bin 4		05SEP16	15SEP16	13SEP16	23SEP16	6d incl form, rebar, inspect, pour	13 22 29 07 14 21 20 04	11 18 23 02 09 18 23 30 00	0 13 20 27 04 11 16 23 01 06 13	Construct Bin 4	31 07 14 21 20 00 12 19 2	0 02 09 10 23 30 00 13 20	21 00 13 20 21 03 10 11 24 01
010310	Construct Bin 2	9	14SEP16	26SEP16	14SEP16	26SEP16	0 incl form,rebar,inspect,pour		$\begin{array}{cccccccccccccccccccccccccccccccccccc$		Construct Bin 2			
010360	Cure Bin 4 to strip forms	7	16SEP16	26SEP16	26SEP16	04OCT16	6d 7 days per GB 303-1.4				Cure Bin 4	o strip forms		
010320	Cure Bin 2 to strip forms	7	27SEP16	05OCT16	27SEP16	05OCT16	0 7 days per GB 303-1.4				Cure Bin 2	to strip forms		
010370	Construct Bin 5	9	27SEP16	07OCT16	05OCT16	170CT16	6d incl form,rebar,inspect,pour		T		Cor	struct Bin 5		· - · · · · · · · · · · · · · · · · · ·
010330	Construct Bin 3	9	06OCT16	180CT16	06OCT16	18OCT16	0 incl form,rebar,inspect,pour				Co	nstruct Bin 3		
010380	Cure Bin 5 to strip forms	7	10OCT16	180CT16	180CT16	26OCT16	6d 7 days per GB 303-1.4		$\begin{array}{cccccccccccccccccccccccccccccccccccc$		· · · · · · · · · · · · · · · · · · ·	Cure Bin 5 to strip forms		
010340	Cure Bin 3 to strip forms	7	19OCT16	270CT16	19OCT16	270CT16	0 7 days per GB 303-1.4					Cure Bin 3 to strip forms		
010390	Construct Bin 6	9	19OCT16	310CT16	27OCT16	08NOV16	6d incl form,rebar,inspect,pour					Construct Bin 6		
010400	Cure Bin 6 to strip forms	7	01NOV16	09NOV16	09NOV16	17NOV16	6d 7 days per GB 303-1.4					Cure Bin 6 to strip for	ms	
Structural S	teel													
010410	Steel Pre-Meeting	1	16AUG16	16AUG16	19OCT16	19OCT16	46d				▼ St	el Pre-Meeting		
010430	Steel Structure/Roofing- Bin 1	9	19OCT16	310CT16	20OCT16	01NOV16	1d					Steel Structure/Roofing- Bin 1		
010440	Steel Structure/Roofing- Bin 2	8	280CT16	08NOV16		08NOV16	0					Steel Structure/Roofing- Bi		
010450	Steel Structure/Roofing- Bin 3		04NOV16			15NOV16	0		$\begin{array}{cccccccccccccccccccccccccccccccccccc$		$\begin{array}{cccccccccccccccccccccccccccccccccccc$	Steel Structure/Roofing		
010460	Steel Structure/Roofing- Bin 4		11NOV16			22NOV16	0					Steel Structure/Ro		
010470	Steel Structure/Roofing- Bin 5		18NOV16			29NOV16	0					Steel Structure		
010480	Steel Structure/Roofing- Bin 6	8	28NOV16	07DEC16	28NOV16	07DEC16	0					Steel Stru	cture/Roofing- Bin 6	
Exterior Imp	rovements		1											
010200	Rough Grade		21JUL16	21JUL16	25JUL16	25JUL16	2d			Rough Grade				
010210	Subgrade Prep		22JUL16	22JUL16	26JUL16	26JUL16	2d inc inspection			Subgrade Pre	əp			
	Asphalt Grind & Pave	1	10NOV16	10NOV16	07DEC16	07DEC16	19d					Asphalt G	rind & Pave	
Closeout Pha	se													
02	Punchlist Walk		08DEC16			08DEC16	0					V Punchlist		
010510	Generate Punchlist		09DEC16		09DEC16	29DEC16	0 15 WD required per WB 6-8.1.	2					Generate Punchlist	
010540	As-Builts to Microstation		09DEC16	15DEC16	03JAN17	09JAN17	17d						As-Builts to Microstation	
010550	Final Inspection Reports		09DEC16	12DEC16		09JAN17	20d	_					Final Inspection Reports	
010560	Closeout Paperwork		09DEC16	12DEC16	06JAN17	09JAN17	20d	<u></u>	+				Closeout Paperwork	\
010520	Complete Punchlist Items		30DEC16	05JAN17	30DEC16	05JAN17	0						Complete Punchlist Items	
010530	Demobilize	_	06JAN17	09JAN17	06JAN17	09JAN17	0	-					Demobilize	
03	Project Complete	0	10JAN17	09JAN17	10JAN17	09JAN17	0						Project Complete	

Start date	23FEB16
Finish date	09JAN17
Data date	23FEB16
Run date	20FEB16
Page number	2A
© Primavera	Systems, Inc.

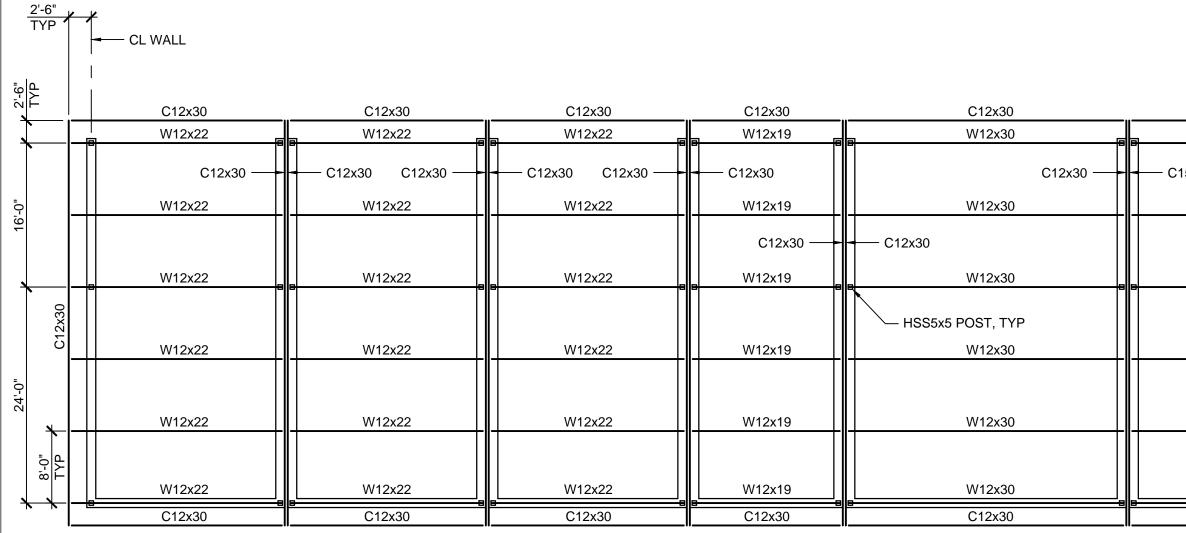


E. PRELIMINARY DESIGN PLAN



San Diego, California

SCALE:3/32" = 1'-0"





CITY OF SAN DIEGO - PUBLIC WORKS DEPARTMENT CHOLLAS MATERIAL BINS DESIGN - BUILD RFP NO. K-16-1403-DB1-3 San Diego, California

	C15x40	
	W12x58	
C15x40		
	W12x58	
	W12x58	C15x40
	W12x58	Ù
└── 26GA AEP SPA X-SPAN META ROOF		
	**12700	
	W12x58	
	C15x40	8

PRELIMINARY DESIGN ROOF FRAMING PLAN

SCALE:3/32" = 1'-0"