

City of San Diego

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F. Hossan / A. Parra / N. Alkuree

PROPOSAL DOCUMENTS

1-Step RFP



FOR

SOLAR IMPLEMENTATION AT CHOLLAS BLDGS A & B AND SOLAR IMPLEMENTATION AT ETDC

RFP NO.: K-23-2109-DB1-3-A
SAP NO. (WBS/IO/CC): B-21068, B-21069
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 4, 7
PROJECT TYPE: BS

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

PROPOSALS DUE:

2:00 PM

MARCH 7, 2023

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

DEPUTY CITY ENGINEER

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



For City Engineer

01/03/2023

Date

Seal:



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REQUEST FOR PROPOSAL

1. INTRODUCTION AND PROJECT OVERVIEW

1.1. SOLICITATION

- 1.1.1. This is the City of San Diego's (City) solicitation process to acquire Design-Build services for the **SOLAR IMPLEMENTATION AT CHOLLAS BLDGS A & B AND SOLAR IMPLEMENTATION AT ETDC** Design-Build project.
- 1.1.2. This RFP describes the Project, the required Scope of Work and Services, the Design-Builder selection process, the minimum information that shall be included in the Proposal for this Project and the terms and conditions governing the Work. Failure to submit all requested information in accordance with the requirements of this Request for Proposal (RFP) may be cause for disqualification.
- 1.1.3. Each Proposal, properly executed as required by this RFP, shall constitute a firm offer which may be accepted by the City within the time specified in the Proposal.
- 1.1.4. This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.
- 1.1.5. Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public, shall receive prior written approval from the City.
- 1.1.6. The Design-Builder, by submitting a response to this RFP, agrees to provide the required services for the terms and conditions noted in this RFP and its exhibits if awarded by the City. The agreement and other terms and conditions are included in the Design-Build Contract and The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- 1.1.7. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design may not be eligible to participate in the competition with any Design-Build Entity. It is the responsibility of the Design-Build entity to obtain the required legal advice necessary to resolve such matters.

2. **SUMMARY OF WORK:** This is the City's solicitation process to acquire Design-Build services for a Design-Build project to design and construct a complete solar photovoltaic system that produces the maximum output possible based on the available space at the roofs of Chollas Buildings A and B and at the parking lot of Employment Training Development Center (ETDC) building. For additional information refer to Attachment A.

3. **FULL AND OPEN COMPETITION:** This contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
4. **PROPOSAL DUE DATE AND TIME ARE: MARCH 7, 2023 at 2:00 PM.**
5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$2,425,000.**
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classifications: **B or C-10 or C-46.**
7. **CONTRACT PERIOD:** The Project shall be completed within **264 Working Days** from the Notice to Proceed (NTP).
8. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
9. **RESERVED.**
10. **PRE-PROPOSAL MEETING AND SITE VISITS:**

10.1. ENCOURAGED ONLINE PRE-PROPOSAL MEETING:

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

The Pre-Proposal Meeting will be held on Tuesday, **January 31, 2023 10:00 AM** (PDT) at:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 219 703 479 204

Passcode: nuNKgL

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 323-813-7079,,724078377#](#) United States, Los Angeles

Phone Conference ID: 724 078 377#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

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

The purpose of the meeting is to discuss the scope of the Project, Evaluation Criteria, and any Equal Opportunity Contracting Program requirements.

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

The meeting will open thirty minutes prior to the start times listed above to allow the attendees the opportunity to sign in.

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

Time: 10:00 AM

Date: February 6, 2023

Locations: CHOLLAS BLDGS A & B, at 2797 Caminito Chollas, San Diego, CA, 92105 (Please see Appendix E - Location Map)

**And then ETDC at 5510 Kiowa Dr., San Diego, CA, 92120
(Please see Appendix F - Location Map)**

Time: 2:00 PM

Date: February 16, 2023

Locations: CHOLLAS BLDGS A & B, at 2797 Caminito Chollas, San Diego, CA, 92105 (Please see Appendix E - Location Map)

**And then ETDC at 5510 Kiowa Dr., San Diego, CA, 92120
(Please see Appendix F - Location Map)**

11. SUBCONTRACTING PARTICIPATION PERCENTAGES:

11.1. The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.

11.2. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

Total voluntary subcontractor participation percentage for this project is 10%.

12. SELECTION AND AWARD SCHEDULE:

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

12.2. Pre-Proposal Meeting January 31, 2023

**12.3. Pre-Proposal Site Visits February 6, 2023 / February 16, 2023
(Not Mandatory)**

12.4. Proposal Due Date March 7, 2023

12.5. Presentations or Interviews April 2023

12.6. Selection and Notification May 2023

12.7. Limited Notice to Proceed July 2023

INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS

1. PREQUALIFICATION OF CONTRACTORS AND CALIFORNIA STATE LICENSE:

- 1.1. Contractors submitting a Proposal must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
 - 1.3.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
 - 1.3.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
 - 1.3.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
 - 1.3.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.4. Complete information and links to the on-line prequalification application are available at:

<http://www.sandiego.gov/cip/bidopps/prequalification>
- 1.5. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

- 2. ELECTRONIC FORMAT RECEIPT AND OPENING OF PROPOSALS: Proposals will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <https://www.sandiego.gov/cip/bidopps/> and are due by the date, and time shown on the cover of this solicitation.**
- 2.1. PROPOSERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic proposal.
- 2.2.** The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3.** Upon entry of their proposal, the system will ensure that all required fields are entered. **The system will not accept a proposal for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. PROPOSALS REMAIN SEALED UNTIL DUE DATE AND TIME.** eBids and eProposals are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Proposals submitted prior to the Due Date and Time are not available for review by anyone other than the submitter, who will have until the Due Date and Time to change, rescind or retrieve its proposal should they desire to do so.
- 2.5. PROPOSALS MUST BE SUBMITTED BY DUE DATE AND TIME.** Once the deadline is reached, no further submissions are accepted into the system. Once the Due Date and Time has passed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, Equal Opportunity Contracting Program (EOCP) compliance and other issues.
- 2.6. TECHNICAL PROPOSAL AND PRICE PROPOSAL ARE TO BE SEPARATE.** The proposer is to submit two separate proposal PDFs by the due date and time.
- 2.6.1.** The Technical proposal, which should contain the items detailed below and in Attachment G. There is to be **NO PRICING** information within this proposal. If a Technical proposal contains pricing information, the submission may be deemed non-responsive and ineligible for further consideration, and
- 2.6.2.** The Price proposal, which should detail the cost structure and include any forms as required herein.

- 2.7. RECAPITULATION OF THE WORK.** Proposals shall not contain any recapitulation of the Work. Conditional proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- 2.8. PROPOSALS MAY BE WITHDRAWN** by the Proposer prior to, but not after, the time set as Due Date and Time.
- 2.8.1. Important Note:** Submission of the electronic proposal into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the proposer's submission to upload and be received by the City's eBidding system. It is the proposer's sole responsibility to ensure their proposals are received on time by the City's eBidding system. The City of San Diego is not responsible for proposals that do not arrive by the required date and time.
- 2.9. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** : To request a copy of this solicitation in an alternative format, contact the Purchasing & Contracting Department, Public Works Division Contract Specialist listed in the cover of this solicitation at least five (5) working days prior to the Proposal due date to ensure availability.

3. ELECTRONIC SUBMISSIONS CARRY FULL FORCE AND EFFECT

- 3.1.** The proposer, by submitting its electronic proposal, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- 3.2.** By submitting an electronic proposal, the proposer certifies that the proposer has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its proposal, the proposer acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- 3.3.** The Proposer, by submitting their electronic proposal, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this proposal are true and correct.
- 3.4.** Each properly signed Proposal shall constitute a firm offer that may be accepted by the City within the time frame specified herein.
- 3.5.** The Proposer agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.
- 4. PROPOSALS ARE PUBLIC RECORDS:** Upon receipt by the City, proposals shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information

contained within the proposal's General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. EQUAL OPPORTUNITY CONTRACTING

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

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

5.3. Design-Builder's Work Force

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

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

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

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

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

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

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

5.5. Contractor Registration and Electronic Reporting System

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

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

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

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

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

- 5.5.3.1. The City may retain progress payments if:

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

- 5.5.3.3. EOCP reporting is delinquent or inadequate.

- 5.5.3.4. Underpayment has occurred.

6. PRE-PROPOSAL ACTIVITIES

6.1. Submission of Questions

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

JEEspindola@sandiego.gov.

- 6.1.2. Questions received less than 14 Days prior to the Proposal due date may not be considered.
- 6.1.3. Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- 6.1.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Design-Builder's responsibility to be informed of any Addenda that have been issued and to adjust its Proposal accordingly.

6.2. Revisions to the RFP

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

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

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

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

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

- 9. **DESIGN SUBMITTALS:** The City's review of the Design-Builder's Design Submittals shall not relieve the Design-Builder from its responsibilities under the Contract, or be deemed to be an acceptance or waiver by City of any deviation from, or of the Design-Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for acceptance by the

Design-Builder and accepted by City. Where approval or acceptance by City is required, it is understood to be general approval only, and does not relieve the Design-Builder of responsibility for complying with all applicable laws and good professional practices as the Design-Builder shall be the Engineer of Record.

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

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

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

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

- Legal name of company.
- Legal form of entity (partnership, corporation, joint venture, or other). If joint venture, identify the members of the joint venture, and provide all information required under this section for each member.
- Year of establishment of entity.
- If company is subsidiary of a parent company, identify the parent company.
- Address of main office.
- Address of San Diego satellite office if applicable.
- Contact information for firm, including name, title, email address and telephone number.
- Number of employees in San Diego County.
- Applicable License(s):
- City of San Diego Business License Number, including expiration date.
- State Contractor's License Number including expiration date, and all classifications. Professional Engineering/Architect License Number, including expiration date.
- Failure to provide all required information may result in the Proposal being considered non-responsive and ineligible for further consideration.

- 11.1.1. The Technical Proposal shall be concise, well organized, and demonstrate the Design-Builder's qualifications and experience applicable to the Project. The Technical Proposal is recommended to be 50 one-sided pages (8^{1/2}" x 11"), exclusive of resumes, graphics, forms, pictures, photographs, dividers, front and back cover, etc., that address the Technical Proposal contents; and of Equal Opportunity Contracting documentation. Font Type is recommended to be Times New Roman in a minimum 12 Point font size, with a minimum 1" margin for text pages. A cover letter may be submitted but shall not contain any information that is a required element of the Technical Proposal. Any Technical Proposal that does not comply with these formatting standards may not be considered.
- 11.1.2. The Technical Proposals submitted in response to this RFP shall be in accordance with the requirements listed in ATTACHMENT G. The contents of the Technical Proposal shall be organized consistent with the format in Attachment G.
- 11.1.3. Design elements which deviate from the Scope of Work, City's design guidelines, or material substitutions which differ from the Approved Material List shall be highlighted in accordance with Attachment G.
- 11.1.4. Failure to comply with this section may render the Design-Builder's submittal non-responsive and ineligible for further consideration.

11.2. PRICE PROPOSAL REQUIREMENTS

- 11.2.1. A clearly marked, signed PDF of the Price Proposal is to be submitted in a separate PDF. This **is not** to be included with the Technical proposal. Refer to Attachment H of this RFP for any Price Proposal forms required to be used.
- 11.2.2. The Price Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.
- 11.2.3. The lowest proposed price is not the determining factor for award of this contract. See Attachment G for the criteria by which the proposals will be evaluated.
- 11.2.4. In the event of any discrepancies, written numbers will govern over numerical. Also, the sum of all lump sum line items, unit price line items, allowance line items and any other priced items will govern over the "Total Design-Build Proposal" line item.
- 11.2.5. The required EOC information such as Subcontractor and Supplier listings shall be submitted as part of the Price Proposal.

12. SELECTION CRITERIA AND SCORING

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

- 12.2. Proposals will be ranked according to the selection criteria set forth in Attachment G.
- 12.3. The Panel will review all proposals received. Interviews or presentations will be conducted as needed in accordance with Attachment G.
- 12.4. Based upon this technical review, the Panel will rank the Design-Builders' proposals in accordance with the selection criteria set forth in Attachment G of this RFP.
- 12.5. Once the Technical Proposals have been ranked by the Panel, the Design-Builders' price proposals will be made available to the panel and forwarded to EOCP for review and scoring of subcontractor participation. The EOCP score will then be added to the Design-Builders' cumulative scores.

13. SUBCONTRACTOR INFORMATION:

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

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor - regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

- 13.2. **LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals

shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

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

14. AWARD

- 14.1.** After the Technical Proposals have been evaluated, scored and ranked; the Price proposals will be factored in according to the criteria set forth in Attachment G. A Design-Builder selection will then be made.
- 14.2.** The City will announce in writing to all the RFP participants the selected Design-Builder. The announcement will show the results of the evaluation. This notification to the Design-Builders shall constitute the public announcement of the selected Design-Builder. In the event that the selected Design-Builder is subsequently deemed non-responsive or non-responsible, a new public announcement will be provided to all proposers with the name of the newly designated selected Design-Builder.
- 14.3.** This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.
- 14.4.** Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public shall receive prior written approval from the City.
- 14.5.** Design-Builders who submit a response to this RFP agree to provide the required services in accordance with the terms and conditions noted in this RFP and its attachments upon award by the City. The agreement and other terms and conditions are included in the Design-Build Contract, The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- 14.6.** Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project’s preliminary design may not be eligible to participate in the competition with any Design-Build Entity

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

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

15. ADDITIONAL POLICIES, PROCEDURES, TERMS AND CONDITIONS

- 15.1. The Program's Selection Process is based on the policies, procedures and guidelines set forth in the City Municipal Code Chapter 2, Article 2, Division 33.
- 15.2. **Protests.** A Design-Builder may protest the award of the Contract to another Design-Builder in accordance with San Diego Municipal Code.
- 15.3. **Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified in its proposal as "key personnel" without the written consent of the City. The Design-Builder shall not change or substitute any material, supplier, or subcontractor identified in its Proposal without written consent of the City. The City's consent will not be unreasonably withheld.
- 15.4. **Project Team.** The Design-Builder shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule which may be adjusted as mutually agreed upon by the City and the Design-Builder.
- 15.5. **Submittal of "Or Equal" Items.** See 4- 6, "Trade Names or Equals" in the SSP and as modified by the Scope of Work ATTACHMENT A.`
- 15.6. **Subcontract Limitations.** The Design-Builder's attention is directed to Standard Specification for Public Works Construction, Section 3-2, "Self-Performance" which requires the Design-Builder to perform not less than the specified amount under this RFP. Failure to comply shall render the Proposal non-responsive.
- 15.7. **San Diego Business Tax Certificate.** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
- 15.8. **City Standard Provisions.** The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.
 - 15.8.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - 15.8.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.

- 15.8.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 15.8.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 15.8.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 15.8.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 15.8.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 15.8.8. The City's Information Security Standards are defined in the City Information Security Standards and Guidelines.

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

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/ecp/edocref/greenbook	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-05
CALTRANS Standard Plans https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 6 (CA MUTCD Rev 6) https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files	2014	PWPI060121-10
<p>NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

CERTIFICATIONS AND FORMS

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

COVID-19 VACCINATION ORDINANCE

CERTIFICATION OF COMPLIANCE

I hereby certify that I am familiar with the requirements of San Diego Ordinance No. O-21398 implementing the City's Mandatory COVID-19 Vaccination Policy.

TERMS OF COMPLIANCE

The City's Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires ALL City contractors, who interact in close contact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
3. "Close contact" means a City contractor is **within 6 feet** of a City employee for a **cumulative total of 15 minutes or more over a 24-hour period** (for example, three individual 5-minute exposures for a total of 15 minutes).
4. City contractors who interact in close contact with City employees must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
5. City contractors with employees or subcontractors who interact in close contact with City employees must certify that those members of their workforce, and subcontractors regardless of tier, who work indoors at a City facility, are fully vaccinated and that the City contractor has a program to track employee compliance.
6. City contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

CONTRACTOR CERTIFICATION

PRODUCT ENDORSEMENT

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

ATTACHMENTS

ATTACHMENT A

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

ATTACHMENT A
PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATION,
AND/OR BRIDGING DOCUMENT

1.0 Project Description

- 1.1** The Design-Builder shall design and construct a solar photovoltaic (PV) system that produces maximum output possible based on the available space at the roofs of Chollas Buildings A & B, approximately 236 kW AC solar photovoltaic (PV) system. The Design-Builder is to design and construct a solar photovoltaic (PV) system that produces maximum output possible based on the available space at the Employment Training Development Center (ETDC) building's parking lot, approximately 190 kW AC solar photovoltaic (PV) system.
- 1.2** The design of the on-site solar PV system shall be the responsibility of the Design-Builder. This document establishes the minimum technical and installation specifications required by the City for solar PV projects. It is the intent of these specifications to ensure that the PV systems are consistent with and adhere to any and all California Building Codes and standards, [the California Solar Initiative program](#), applicable utility rules and tariffs, and any and all California Electrical Code (CEC) technical and installation specifications and guidelines developed and established. The Design-Builder is advised to be familiar with these rules, requirements, and specifications as they pertain to the installation of solar PV systems on City of San Diego facilities.

2.0 Scope of Work

- 2.1** The Design-Builder shall perform commissioning of the renewable energy systems and meters/submeters for both the ETDC and Chollas sites.
- 2.2** The Design-Builder shall provide and install a complete solar photovoltaic system for Chollas Buildings A & B. The solar photovoltaic system will provide energy to the two Chollas Buildings. The Design-Builder shall provide all design, permits, materials for construction/installation, utility coordination, and testing and commissioning of approximately 236 kW of solar power systems total (Approximately 105 kW for Building A and 131 kW for Building B), or system that produces maximum output possible based on the available space. The system will include rooftop mounted solar systems.
- 2.3** The Design-Builder shall provide and install a complete solar photovoltaic system for the Employment Training Development Center (ETDC) parking lot and interconnect to ETDC building. The solar photovoltaic system will provide energy to the ETDC building. The Design-Builder shall provide all design, permits, materials for construction/installation, utility coordination, and testing and commissioning of approximately 190 kW of solar power systems total, or system that produces maximum output possible based on the available space. The system will include rack/canopy mounted systems (parking lot).

- 2.4 The Design-Builder shall design and construct each site to obtain the highest kilowatt-hour (kWh) output at the lowest cost and be installed as necessary to accommodate the individual aesthetics and requirements based on building characteristics, location, and ease of access. All solar power generating equipment, inverters, and metering must meet the manufacturer's equipment installation and warranty requirements.
- 2.5 The Design-Builder shall assist the City in the preparation and submittal of Net Energy Metering (NEM) Interconnection Application and Agreement for the solar photovoltaic systems, in accordance with Rule 21 from local electric utility service company. All equipment required for SDG&E interconnection including meters should be the Design-Builder's responsibility.
- 2.6 The Design-Builder shall evaluate and provide recommendation on the final system size based on available data and facility need.
- 2.7 The Design-Builder shall incorporate the accessibility requirements in the design where applicable. For the Preliminary Accessibility Evaluation report, please refer to [Attachment CC](#). It is the Design-Builder's responsibility to ensure that the project design complies with current accessibility codes and regulations.
- 2.8 The Design-Builder shall incorporate environmental requirements in both the design and construction where applicable. For the Preliminary Environmental Assessment report, please refer to [Attachment DD](#) for Chollas Buildings A and B and [Attachment EE](#) for ETDC Building.

3.0 Facility Descriptions

- 3.1 Chollas Buildings A and B include rooftop mounted solar photovoltaic system on top of Building A with an approximate area of 7,010 square feet and Building B with an approximate area of 8,700 square feet. Please refer to [Attachment AA](#) - Location Map Chollas Buildings A and B.
- 3.2 ETDC includes parking lot with an approximate area of 12,670 square feet available for rack/canopy solar photovoltaic system. Please refer to [Attachment BB](#) - Location Map ETDC Building.

4.0 Solar Photovoltaic System Design Specifications:

- 4.1 **Design Requirements** - All system design documents and engineering calculations will be submitted to and approved by a licensed professional engineer (or engineers) who is certified to practice in the State of California and is a professional engineer in good standing. System design documents and engineering calculations that are submitted for review without the appropriate professional engineering stamp will not be reviewed and will be returned as incomplete.

4.1.1 System design documents shall include but not limited to the following:

- a) System layout
- b) Photo Simulations based on the architectural design for the following sites may be required.

- c) System schematics
- d) System capacity calculations
- e) Single line electrical diagram
- f) Point of Interconnection schematics
- g) Point of Interconnection single line electrical diagram
- h) Construction plans (structural, civil, mechanical, electrical, etc.)
- i) Structural calculations and structural and mounting details
- j) Wind loading and seismic calculations
- k) List of Equipment and Materials Schedule
- l) Construction schedule
- m) Geotechnical Report / Foundation Recommendations as applicable
- n) Updated parking lot layout at ETDC
- o) Control and monitoring

4.2 PV Systems General

- 4.2.1** Provide and install complete photovoltaic (PV) power systems, including all support structures necessary to mount the systems on rooftops, parking structures or ground applications. All equipment and work shall comply with Occupational Health and Safety Administration (OSHA) directives.
- 4.2.2** Unless otherwise specified or dictated by site condition, all PV arrays should be oriented to achieve maximum kWh production.
- 4.2.3** Systems should require minimal maintenance.
- 4.2.4** PV array and auxiliary equipment must meet all seismic requirements
- 4.2.5** Array/inverter design must meet CEC 690.7 and 690.8 correction factors for voltage and current.
- 4.2.6** Exposed conduits shall be galvanized rigid steel conduit at both locations, Chollas Buildings A and B and ETDC Building.
- 4.2.7** Each system shall include an inverter (power conditioning unit) with AC output rated at least to the maximum output of the array under highest insulation and lowest temperature expected. However, the City will consider an array to inverter ratio that exceeds 100% if the solar provider can provide data showing that there will be no clipping of the generated solar power within the first 5 years of system operation. For the temperature and insulation characteristics

of the City of San Diego, the generally accepted maximum array to inverter ratio is 120%. The inverter shall be capable of automatic and continuous operation.

- 4.2.8** All inverters provided must utilize Maximum Power Point Tracking (MPPT). The inverter must be properly matched with the array operating characteristics to maximize its MPPT capabilities.
- 4.2.9** The inverter(s) selected must be able to operate reliably under the expected AC voltage range.
- 4.2.10** Inverters must have integrated ground fault detection and interruption.
- 4.2.11** Inverter must have a built-in nighttime disconnect to minimize tare losses.
- 4.2.12** If used outside, the inverter must be rated for outdoor use with safety enclosure. A NEMA 3R cover must be provided to shade the inverter and provide protection from the elements.
- 4.2.13** All materials including fasteners are to be corrosion and UV resistant.
- 4.2.14** DC disconnects are required at the array/combiner box location to facilitate quick shut off in the event of a fault. Disconnect enclosure must be NEMA 3R for both buildings, Chollas Buildings A and B and ETDC Building.
- 4.2.15** All system components must be clearly specified as to the type, manufacturer, and model number for replacement and service as required, and documented in the System Manual. Sources for this equipment should also be identified. It is required that the supplier/installer either maintain or have a ready source for replacement components as needed for required warranties or service.
- 4.2.16** A complete set of replacement fuses of the same type and rating for all fuses in the system must be supplied with each system. Fuses, any keys required to access any equipment (panel box, inverter, disconnects), a laminated 11X17 inch one line diagram and copy of the operation and maintenance manual shall be stored in a box (furnished by the Contractor) located near the solar equipment (location to be agreed upon by installer, host customer, and utility). If located outside the box is to be watertight and corrosion resistant.
- 4.2.17** All electrical materials and equipment used on this project must meet the following general requirements:
 - 4.2.17.1** The articles must be manufactured in the united states, or the cost of domestic components must exceed 50% of the cost of all the components. If non-domestic products are submitted, notice is hereby given that extensive testing shall be required to ensure quality and conformance to the Specifications. Testing shall be done by a recognized testing agency, acceptable to the City, and all tests shall be witnessed by City personnel.

- 4.2.17.2** All systems, including but not limited to PV modules, inverters, and mounting systems, must be designed and installed using Underwriters Laboratories (UL) listed components. All materials and equipment shall bear a UL inspection label, where applicable. Other agency's certifications are not acceptable unless there are no other products or materials available that have the requisite UL rating.

4.3 Modules

- 4.3.1** PV modules must be listed on the California Energy Commission's PTC list and must qualify for eligibility under the California Solar Initiative Program.
- 4.3.2** System must comply with IEEE 1262 "Recommended Practice for Qualifications of Photovoltaic Modules".
- 4.3.3** Modules must be UL listed and certified to UL 1703 - "Flat-Plate Photovoltaic Modules and Panels".
- 4.3.4** Modules must have performance data reported IAW IEC 61215 "Crystalline Silicon Terrestrial Photovoltaic (PV) Modules - Design Qualification and Type Approval or IEC 61646 "Thin-film terrestrial photovoltaic (PV) modules Design qualification and type approval (as appropriate).
- 4.3.5** PV module interconnect wiring must be sunlight-resistant and must be attached to module junction boxes using weather-tight strain relief. The module wiring interconnections shall use a connector device that allows quick assembly and disassembly of the arrays under no load conditions. These connectors must be listed by a NRTL, and be weather-sealed, guarded and polarity protected. Once this wiring leaves the array it must be enclosed in conduit.

4.4 Electrical Power Requirements

- 4.4.1** The City's standard specifications should be reviewed in detail for applicability to this project.
- 4.4.2** Power provided must be compatible with the onsite distribution system.
- 4.4.3** Power capacity should be measured at the inverter AC output using the PVUSA Test Conditions (PTC), i.e., 1,000 Watts/m, 20 degree C ambient temperature and wind speed of 1 m/s.
- 4.4.4** The System must include all the hardware needed for the solar PV.
- 4.4.5** All systems must be installed in accordance with all applicable requirements of the City design guidelines, master specifications, California Solar Initiative, and the California Electrical Code (CEC), including but not limited to Article 690, "Solar Photovoltaic Systems" and California Electrical Code Article 705 - "Interconnected Electrical Power Production Sources".

- 4.4.6** Systems must be designed and installed using UL listed components, including mounting systems.
- 4.4.7** Inverters must comply with the following requirements:
- a) IEEE 1547 – Standard for Interconnecting Distributed Energy Resources with Electric Power Systems
 - b) UL 1741 – Standard for Static Inverters and Charge Controllers for use in Photovoltaic Systems
 - c) IEEE 929 and FCC Part 15 Class A and Class B for radiated approvals
 - d) Listed on the CEC list of eligible inverters
- 4.4.8** Other technical codes that will apply include:
- a) NFPA 853 (solar PVs near buildings)
 - b) NFPA 70 (electrical components)
 - c) National Electrical Safety Code – ANSI C2 – current edition
 - d) Calif. Dept. of Forestry & Fire Protection “Solar Photovoltaic Installation Guideline”
 - e) All applicable State Building Codes and requirements
- 4.4.9** All Balance of Systems (wiring, component, wiring, conduits, and connections) must be suited for conditions for which they are to be installed. All equipment, such as disconnect switches and other devices) located in exterior locations must be installed in weatherproof enclosures and comply with NEMA.
- 4.4.10** Inverters located inside, out of the weather, should be in a minimum NEMA 12 enclosure. If inverters are in exterior locations, they shall be installed in all-weather NEMA 3R enclosures for Chollas Buildings A & B, and NEMA epoxy-coated 3R for ETDC Building.
- 4.4.11** An interval data meter must be installed to measure the AC output of the inverter. This meter should be located in a location accessible to City facilities personnel.
- 4.4.12** All circuit breakers, fuses, and disconnects must be listed or recognized for use in DC circuits where applicable. Equipment only rated for use in AC circuits will not be permitted for use in DC circuits.
- 4.4.13** Color coding of DC conductors shall be as follows: Ungrounded conductors = Red or Black, Grounded conductor = White, Ground = Bare or Green, or Green with Yellow stripes.
- 4.4.14** AC side voltage drop to be one percent or less at full capacity.

- 4.4.15** Interconnection must comply with San Diego Gas & Electric's (SDG&E) "Rule 21, Interconnection Standards for non-Utility Generation". The Design-Builder shall assist the City in preparing and submitting appropriate interconnection agreements with SDG&E. This shall be done at no cost or liability to the City.
- 4.4.16** PV module interconnect wiring must be sunlight-resistant and must be attached to module junction boxes using weather-tight strain relief. The module wiring interconnections shall use a connector device that allows quick assembly and disassembly of the arrays under no load conditions. These connectors must be listed by a NRTL, and be weather-sealed, guarded and polarity protected. Once this wiring leaves the array it must be enclosed in conduit.
- 4.4.17** All conduits containing DC conductors where routed indoors must have conspicuous labels affixed at intervals of five feet maximum worded "Caution: DC Circuit". All wiring needs to be copper.
- 4.4.18** Conduits to be terminated in inverter must utilize manufacturer's provided conduit entry points. In outdoor locations all hubs to be listed UL rainproof or wet location hubs complying with UL 514B for entry into the enclosure. All openings to be sealed.
- 4.4.19** With the exception of the module interconnect wiring, all terminations must use listed box terminal or compression type connections and must be made with an appropriate junction box or enclosure. Exposed, field splices between conductors will not be permitted. Twist on wire splices, crimped, soldered, or taped connections are not permitted for the required field installed wiring of DC circuits. Proper torque specifications should be provided for all of the required field connections, and all the termination points should be liberally coated with an anti-corrosion spray to preserve the quality of all connections over time.
- 4.4.20** All system conductors must have appropriate means for disconnecting and overcurrent protection, and require the use of switches, fuses, or circuit breakers as applicable. All overcurrent devices shall have trip ratings no greater than the derated ampacity of the conductors that it protects. DC disconnects are required at the array location.
- 4.4.21** All series connected strings of modules (source circuits) must include a series fuse as required by UL and CEC Standards to prevent excessive reverse current flow through modules in source circuits under fault conditions, and diodes must be contained in a listed junction/combiner box.
- 4.4.22** An outdoor rated disconnect device must be installed in all systems at the interface between the PV system inverter and the utility metering. This disconnect device shall be a visible break, lockable device, and shall be installed at a convenient location near the service point/point of common coupling and accessible to utility personnel. Where interconnection ties to a

transformer serving a customer a fused disconnect or fused pullout must be installed between the metering and the interconnection tap.

- 4.4.23** A standard utility watt-hour meter socket enclosure shall be provided on the PV system side of this disconnect. The meter shall be capable of being electrically isolated for maintenance by visible openings (disconnects/fused pull-outs) on both sides of the meter.
- 4.4.24** All electrical equipment, enclosures, disconnects, and overcurrent devices must be clearly marked and identified. Markings must reference the same designations called out in the one line.
- 4.4.25** Plaques/equipment device labeling must meet required font size, be etched on laminated phenolic resin designed for outdoor use and fastened with adhesive and rivets. Fastening method shall not void UL listing. A one-line diagram of the system must be kept on site for reference. Plaques must be provided per code and utility requirements. A site map must be located at the service entrance denoting location of PV (AC) utility disconnect.
- 4.4.26** Any taps required must be engineered, meet U.L. 891 Standards, not void the existing UL label.
- 4.4.27** All interruptions of electrical power during installation shall be kept to a minimum.
- 4.4.28** Lock-out - Tag-out shall be enforced by the contractor during construction.
- 4.4.29** Certifications must be current for equipment operation on site (crane, forklift, man lift, etc.).
- 4.4.30** Work outside of normal working hours or on weekends cannot be performed without advanced written authorization from the City's representative. Generally, work that does not need to be immediately inspected and hoisting of materials on weekends will be allowed with prior approval as noted.

4.5 Meters & Solar PV Data Monitoring

- 4.5.1** Design-Builder shall provide revenue grade Interval Data Recording (IDR) meters complete with industry standard telemetry for communication with Ethernet, cellular or other common output capabilities. Metering system must provide all data required to meet the requirements of the CSI program and Information Security Standards.
- 4.5.2** Meters must connect to a monitoring/data collection system recording solar production through Time of Use (TOU) increments applicable to the local utility standards, with a minimum 15-minute intervals, compatible with the AlsoEnergy used at other PUD facilities.
- 4.5.3** Design Builder shall provide a turnkey data acquisition and display system that allows the City to monitor, diagnose, and track the solar energy output of the

solar PV system consistent with City requirements and Information Security Standards. Minimum requirement is the provision of a web-based monitoring and tracking system that meets CSI requirements and that includes historical database and real time data on time-of-day use, peak loads in minimum 15-minute intervals. The system should also provide hours of operation, site irradiance, air and cell temperature, wind direction, and wind speed.

4.5.4 If multiple inverters or string level monitoring are employed the monitoring system shall provide detailed operating data (power, voltage, amperage, status) at the inverter level/string level. The total production for these inverters/strings shall also roll up for one total view of the site.

4.5.5 A Data Acquisition and Monitoring System (DAS) shall be provided for all points of interconnect. The system shall include, but not be limited to, the measurement, calculation, display, and reporting of the following items:

- a) Secure Remote access via internet dashboard
- b) PV production in 15-min real time reporting intervals.
- c) Real-time notifications of any system/equipment failures or problems
- d) Weather data in 15-min reporting intervals
- e) System electrical functions (instantaneous and accumulated power output (kW and kWh), AC and DC system voltage and amperage, and peak value tracking with associated time stamps).
- f) Pounds of CO2 emissions avoided from the generation of PV energy at the site (compared to local utility fuel mix electric carbon content).
- g) Generation data in the Western Renewable Energy Generation Information System (WREGIS) format.
- h) Data from the DAS needs to comply with the City's current policy on data availability, retention, and security.
- i) Any City system that is collecting data or connected to the City network will be reviewed by the City's Information Technology Governance Board and Cyber Security approval prior to the system activation. Contractor shall complete a Technology Questionnaire in coordination with City staff familiar with the Governance process.
- j) DAS shall allow customer or customer's third-party designee to programmatically download data through Application Program Interface ("API"). This data shall, at a minimum, include PV production data, energy consumption data, weather station and/or satellite data, and alarm status readings. All data shall be available over multiple timescales, ranging from 15-min intervals to annual intervals and shall include both real-time and historic data.

k) DAS shall be able to communicate on BACNet for potential connection to Building Automation System (BAS).

4.5.6 Cellular data shall be used for communications with the DAS and metering systems. In the absence of cellular service availability, the City may, at its own discretion, provide internet connections on a site-by-site basis.

4.5.7 When the installation of software is required on City provided computers, the Contractor shall install software following the City's Information Technology requirements and approval, in coordination with City staff familiar with those requirements.

4.5.8 A weather station shall be provided at each site. The station shall provide at a minimum: solar irradiation (coplanar and horizontal), ambient temperature, wind speed and any other data relevant to weather correction of solar PV system performance.

4.6 Structural Requirements

4.6.1 All structures and structural elements, including array structures, shall be designed in accordance with all applicable California Building Codes and standards pertaining to the erection of such structures.

4.6.2 The Design-Builder shall provide structural calculations, stamped by a licensed professional structural engineer in good standing with the State of California. Structural calculations must be performed for any new structures or existing structures where PV panels will be located.

4.6.3 All structural components, including array structures, shall be designed in a manner commensurate with attaining a minimum 30-year design life. Particular attention shall be given to the prevention of corrosion at the connections between dissimilar metals.

4.6.4 Building roof penetrations must be kept to a minimum. Any roof penetrations must be designed and constructed in collaboration with the roofing professional or manufacturer responsible for the roof and roofing material warranty for the specific site, to ensure that the existing roof warranty is not invalidated by the installation of the PV system.

4.6.5 Roof walking pads are recommended for areas around rooftop equipment that requires periodic maintenance. The decision to provide walking pads should be based on the recommendations of the PV Design-Builder in consultation with the roofing contractor.

4.6.6 For rooftop installations where there is no parapet or the parapet is less than 42", a 6' safety zone from the roof edge to the PV system must be maintained. A 4' clear path of travel must be maintained to and around all rooftop equipment, skylights and ventilation hatches.

- 4.6.7** Provide adequate walking space between solar panels so that maintenance PUD: workers can get around to perform repair and maintenance.
- 4.6.8** The Design-Builder shall include structural calculations and mounting details in their cost proposal.
- 4.6.9** The Design-Builder shall include wind loading and seismic calculations in their cost proposal.
- 4.6.10** Carport height cannot be less than 21 feet and 1 inch at its highest point to accommodate City's vactor truck. Carport height cannot be less than 15 feet at its lowest point.

4.7 Lighting Requirements

- 4.7.1** Lighting design must be in accordance with City design guidelines, City's Outdoor Lighting Policy and City Master Specifications. The Design-Builder shall provide a photometric analysis that shows compliance with City requirements.
- 4.7.2** The Design-Builder must install a lighting system that provides a minimum of 0.5 foot-candles on the pavement under any canopy and all pavement outside any canopy footprint. Any existing pole light may be removed to accommodate carport.
- 4.7.3** The Design-Builder must provide automatic lighting controls per City design guideline.

4.8 Commissioning and Acceptance Test of PV System

- 4.8.1** During the start-up, the City shall observe and verify the PV system's performance. Required commissioning and acceptance test services for the PV system will include:
 - a) Verification that installation is complete including that the system is permanently installed, wired completely, that as-built conditions match final plan set and that punch list is completed. Check to confirm that equipment is designed for the elements and that all required labeling is permanently affixed.
 - b) Verification that installation is safe. Verify project permit signed off, and that working clearances and grounding are adequate. Verify connections and proper torque. Verify proper fuse/breaker type and size. Verify working access to the array and fall protection is adequate.
 - c) Determination of acceptable productive solar power output as measured in kW (AC) at the building electrical interconnection point.
 - d) Verification that the PV system must meet the Guaranteed Minimum Output Performance requirements during the testing startup.

- e) Determination that the PV system meets the AC Power Delivery Schedule for the first thirty days.
- f) Performance measurements and documentation, performed under cloudless skies between 10 AM and 2 PM of the following:
 - i. Voc of each string
 - ii. String fuses continuity
 - iii. Megger test of each home run
 - iv. Inverter startup
 - v. Imp for each string
 - vi. Solar irradiance and cell temperature
 - vii. System output compared to peak dc rating corrected for temperature and irradiance and system derating factor.
 - viii. Status of system communications

4.8.2 Final contract payment will be tied to successfully completing acceptance testing, and delivery of the complete System Manual. The Design-Builder shall also be required to provide a minimum of two, three-hour training sessions. Topics to be covered in this training include theory of operation, operating requirements, component descriptions and specifications, maintenance requirements and schedule, safety precautions, and overview of the System Manual and record keeping.

4.8.3 A Certification of Completion will be issued by the City to the Licensee upon the approval of the Commissioning and Acceptance Test.

4.9 Operation & Maintenance (O&M) Manuals and As-Built Drawings

4.9.1 The Design-Builder shall provide to the City three (3) hardcopy sets and one electronic (CD) of site- specific operation, maintenance, and parts manuals for each installed solar PV system. These O&M Manuals shall cover all components, options, and accessories supplied. The Manuals shall include maintenance, troubleshooting, and safety precautions specific to the supplied equipment at the site. The Manuals shall also include all equipment manufacturers' specifications and operations manuals, including those for PV modules, inverters, and BOS equipment.

4.9.2 The Design-Builder shall also provide one 1 set of As-Built drawings as described in City's current CADD Standards. These requirements shall be delivered prior to acceptance of the site-specific solar PV system.

4.10 Warranties and Guarantees

4.10.1 The Design-Builder shall provide evidence of the following warranties:

- a) 10-year complete solar PV system warranty, except for the warranties listed below:
- b) 15-year inverter full replacement warranty.
- c) 10-year roof penetration and building penetration warranty.
- d) 25-year linear power warranty
- e) 10-year product warranty for all modules
- f) Minimum 10-year warranty on all other equipment.
- g) 15 years on panel racking

4.11 Substantial Completion will require:

4.11.1 Solar Provider inspection and testing of system observed by City.

4.11.2 SDG&E Inspection and approval of system.

4.11.3 Commissioning, Verification, and Operation

5.0 Photovoltaic Equipment

5.1 The Design-Builder shall be responsible for the installation of solar PV systems at Chollas Buildings A and B and ETDC Building. The PV systems shall be complete and operable in accordance with the Contract Documents.

5.2 The Design-Builder shall evaluate each proposed site to determine if PV system is feasible to install.

5.3 The Design-Builder shall evaluate each location's past twelve months available energy consumptions and propose a system that maximizes the PV system output for the available area.

5.4 The Design-Builder shall include list of materials and equipment schedule.

5.5 The Design-Builder shall match finish surface to the existing.

5.6 Reference Specifications, Codes and Standards. Without limiting the generality of other requirements of these specifications, all work specified herein shall conform to or exceed the applicable requirements of the California Electrical Code (CEC) 2019; local utility rule for interconnection and local permit bulletin of PV system provided, that where a local code or ordinance is in conflict with the CEC, the provisions of said local code or ordinance shall take precedence.

5.6.1 Codes:

- a) CEC California Electrical Code 2019

5.6.2 Commercial Standards:

- a) IEEE Institute of Electrical and Electronics Engineers
- b) NFPA National Fire Protection Association
- c) UL Underwriters' Laboratories, Inc.
- d) NEMA National Electrical Manufacturers Association

5.7 Related Sections

5.7.1 The work of the following section applies to the work of Section 5. Other sections, not referenced below, shall also apply to the **extent** required for proper performance of this work.

- a) Section 6.0 Low Voltage Electrical Service and Distribution

5.7.2 Operation and Maintenance. The Design-Builder shall submit operation and maintenance information in accordance with Section 3-8, 'Submittals' of the Standard Specifications for Public Works Construction (The GREENBOOK) and the City Supplement (The WHITEBOOK). The submittal shall be supplemented by written text and shall include the following:

- a) Operating procedures
- b) Maintenance procedures
- c) Manufacturers' parts list, illustrations, assemblies, and diagrams.

5.7.3 Submittals. The Design-Builder shall submit shop drawings and performance specifications of all equipment in accordance with 3-8, 'Submittals' of The GREENBOOK and The WHITEBOOK.

5.8 Products

5.8.1 Materials: All materials and equipment furnished under this section shall be new; they shall be in accordance with the requirements of the Institute of Electrical and Electronics Engineers, the National Electrical Manufacturers Association, the National Fire Protection Association, and the National Electrical Code. All materials and equipment shall bear the Underwriters' Laboratories label.

5.8.2 Equipment: All equipment necessary for this PV system shall be compatible.

- 5.8.3 Enclosure Requirements:** All outdoor equipment, fixtures, and wiring devices shall be of approved, weatherproof construction.
- 5.8.4 Standard Products:** Materials and equipment submitted for approval shall be the cataloged products of companies regularly engaged in the manufacture of such items, of the latest standard design that conforms to the specification requirements, and shall essentially duplicate material and equipment that has been in satisfactory use for several years.
- 5.8.5 Identical Equipment:** All equipment of the same type shall be identical and interchangeable.
- 5.8.6 Equipment Ratings:** All equipment shall be rated for the worst-case service conditions regardless of rating factors or duty cycles.
- 5.8.7 Inverters:** Manufacturer shall meet UL 1741 – Standard for Inverters, Converters, Controllers.

5.9 Panels

- 5.9.1 Type:** Solar panels shall be based on the most cost-effective panel by the manufacturer and shall be non-reflecting type, Made in America. The article must be manufactured in the United States. The cost of domestic components must exceed 50 percent of the cost of all the components.
- 5.9.2 Output:** Panels shall develop a minimum of 90% rated output after 10 years, and 80% rated output after 25 years. Must have a bell-curve output that produce minimum power at sunrise and sunset using the latest technology available.
- 5.9.3 Performance:** 25-year linear guarantee, or better without requirement for the City to purchase additional Maintenance Package. In the event that proposal performance guarantee is contingent on a separate maintenance contract, the Design-Builder’s proposal would be deemed non-compliant to this RFP.
- 5.9.4 Warranty:** A 10-year product warranty.

5.10 Panel Racking

- 5.10.1 Type:** A ballasted roof mounted racking system that is readily available on the market, compatible with the project panel, and meets the design loads. A carport/shade structure that is compatible with the project panel and meets the design loads.
- 5.10.2** The racking system material must be high-grade stainless steel for both locations, Chollas Buildings A and B and ETDC Building.
- 5.10.3** The racking system must accommodate a tilt angle of 10 degrees for the most cost-effective solar panel facing in the south direction.

5.10.4 The racking system adjustments shall be capable of compensating the slight roof pitch.

5.10.5 Must have integrated grounding and wiring management.

5.10.6 UL 1703 Class A system fire classification rating.

5.10.7 Warranty: A minimum 15-year warranty.

5.11 Inverters

5.11.1 Type: Inverters shall be free standing or wall mounted grid tie inverters. Multiple inverters shall be used for each location. In case one fails others can continue to provide power.

5.11.2 Enclosure: Inverter housing shall have a minimum rating of NEMA 3R for Chollas Buildings A & B and NEMA epoxy-coated 3R for ETDC Building. Inverter needs to be outdoor rated and weatherproof.

5.11.3 Anchoring: Inverter shall be capable of being anchored to a concrete slab. Manufacturer to provide recommended bolt size and bolt layout.

5.11.4 Ratings: Inverter rating shall match the ratings on the construction drawings.

- a) Output Rating: Size depends upon the number of panels per
locations to total 236 kW AC generated power for Chollas and 190 KW AC at ETDC Building or sized based on previous 12 months energy consumption at 100%
- b) Output Voltage: Per existing service available at each facility to be verified by the Design-Builder
- c) Input Voltage: 480 VDC (nominal)
- d) Min. Efficiency: 96.5%
- e) Min. DC Ratio: 1.30

5.11.5 Ground Fault Protection: Inverter shall have integrated ground fault protection. Ground fault protection shall trip inverter offline and provide a status contact for customer use.

5.11.6 Control Power: Inverter shall require an external control power source.

5.11.7 Inverter shall have the ability to communicate via serial or Ethernet and shall report current inverter status, alarms, input and output voltages and current and metering data on the Internet via AlsoEnergy or a similar energy platform. If no hardwire connection to the internet is available, the communication portal must be capable of connecting to the internet.

5.11.8 Environmental: Inverters shall be designed to operate at full capacity outdoors at the project site without any external cooling or heating.

5.11.9 Warranty: Inverters shall have a minimum warranty of 15 years.

5.11.10 Equipment Listed: Inverters shall bear UL 1741 or certified by independent testing agency, approved by local authority having justification.

5.12 Disconnecting Means. Means shall be provided to disconnect all current-carrying conductors from all other conductors in a building or other structures per Article 690 of the NEC.

5.13 Installation.

5.13.1 General: All electrical equipment shall be installed securely in place. Equipment shall be mounted parallel and perpendicular to the walls, floors, and ceilings. Sufficient walking space be provided to safely gain access to solar panels for maintenance and repair. DB shall walk the site and will propose best location for all electrical equipment as part of their proposal. Chollas and ETDC both have existing electrical rooms, but it will be up to the DB to ensure there is adequate space.

5.13.2 Anchors: All anchors and fasteners shall be types designed for the intended purpose and shall be capable of adequately, safely, and permanently securing the material in place. Generally, screws shall be used on wood surfaces, masonry anchors in concrete or brick, toggle bolts on hollow walls, machine screws, bolts, or welded studs on steel. Nails shall be used only for temporary attachment or support. DB to submit anchoring calculations.

5.13.3 Omissions of Conflicts: Omissions or conflicts on the specifications shall be brought to the attention of the CONSTRUCTION MANAGER and City RESIDENT ENGINEER for clarification before proceeding with the work.

5.13.4 Preparation: The Design-Builder shall make all necessary provisions throughout the site to receive all equipment as construction progresses and shall furnish and install adequate backing, supports, inserts, and anchor bolts for the hanging and support of all electrical cabinets, enclosures, conduits, panel boards, and switches, and shall furnish and install sleeves through walls, floors, or foundations where electrical lines are required to penetrate.

5.13.5 Commissioning: The solar PV system should be delivering energy at full capacity to the meter after the system is fully checked.

6.0 Low Voltage Electrical Service and Distribution

6.1 The Design-Builder shall provide all electrical service sections, control and terminal cabinets, and all appurtenant work, complete and operable, in accordance with the Contract Documents.

6.2 Reference Specifications, Codes and Standards

6.2.1 Without limiting the generality of other requirements of these Specifications, all work specified herein shall conform to or exceed the applicable requirements of the California Electrical Code (CEC) 2019 provided, that where a local code or ordinance is in conflict with the CEC, the provisions of said local code or ordinance shall take precedence.

6.2.2 Codes:

- a) CEC California Electrical Code 2019

6.2.3 Commercial Standards:

a)	ANSI/NEMA ICS-2	Devices, Controllers, and Assemblies for Industrial Control
b)	IEEE	Institute of Electrical and Electronics Engineers
c)	NFPA	National Fire Protection Association
d)	UL	Underwriters' Laboratories, Inc.
e)	NEMA	National Electrical Manufacturers Association

6.3 Operation and Maintenance

6.3.1 The Design-Builder shall submit operation and maintenance information. The submittal shall be supplemented by written text and shall include the following:

- a) Operating Procedures
- b) Maintenance Procedures
- c) Manufacturers' parts list, illustrations, assemblies, and diagrams

6.4 Contract Submittals

6.4.1 The Design-Builder shall submit shop drawings and performance specifications of all equipment in accordance with 3-8, 'Submittals' of The GREENBOOK and The WHITEBOOK.

6.5 Products

- 6.5.1 Materials:** All materials and equipment furnished under this Section shall be new; they shall be in accordance with the requirements of the Institute of Electrical and Electronics Engineers, the National Electrical Manufacturers Association, the National Fire Protection Association, and the National Electrical Code. Where available, all materials and equipment shall bear the Underwriters' Laboratories label.
- 6.5.2 Equipment:** All equipment for the same purpose shall be of the same make.
- 6.5.3 Enclosure Requirements:** All outdoor equipment, fixtures, and wiring devices shall be of approved, weatherproof construction.
- 6.5.4 Standard Products:** Materials and equipment submitted for approval shall be the cataloged products of companies regularly engaged in the manufacture of such items, of the latest standard design that conforms to the specification requirements, and shall essentially duplicate material and equipment that has been in satisfactory use for several years.

6.6 Installation - General

- 6.6.1 General:** All electrical equipment shall be installed securely in place. Equipment shall be mounted parallel and perpendicular to the walls, floors, and ceilings.
- 6.6.2 Anchors:** All anchors and fasteners shall be types designed for the intended purpose and shall be capable of adequately, safely, and permanently securing the material in place. Generally, screws shall be used on wood surfaces, masonry anchors in concrete or brick, toggle bolts on hollow walls, machine screws, bolts, or welded studs on steel. Nails shall be used only for temporary attachment or support.
- 6.6.3 Omissions or Conflicts:** Omissions or conflicts on the Drawings or between Drawings and Specifications shall be brought to the attention of the CONSTRUCTION MANAGER and City RESIDENT ENGINEER for clarification before proceeding with the work.
- 6.6.4 Preparation:** The Design-Builder shall make all necessary provisions throughout the site to receive all equipment as construction progresses and shall furnish and install adequate backing, supports, inserts, and anchor bolts for the hanging and support of all electrical cabinets, enclosures, conduits, and switches, and shall furnish and install sleeves through walls, floors, or foundations where electrical lines are required to penetrate.
- 6.6.5 Leveling:** Floor-standing equipment shall be leveled with shims as required to maintain horizontal surfaces within 1/32 inch per horizontal foot; after leveling, equipment shall be anchored, and then grouted so that no space exists between concrete and equipment support beams.
- 6.6.6** All connections, wiring, and terminations should be made with copper material.

7.0 Design Deliverables

- 7.1** Design deliverables during the design process shall include 60%, 90%, and 100% phases. Plans and Specifications shall be delivered for review at each phase.
- 7.2** Design-Builder shall provide five (5) full size (24" x 36"), five (5) on-half size (11" x 17"), and one (1) CD of design drawings, and five (5) sets of specifications for each phase of design submittals. Design-Builder shall provide final as-built drawings in Mylar.
- 7.3** Design-Builder shall follow the City CADD Standards, Survey Standards, and provide all CAD files (e.g., survey base files, alignment, profile, design topo) to the City as part of the project deliverables. Design-Builder shall submit a completed Survey Deliverables Checklist at each phase of the design. Please refer to [Attachment FF](#) for the Survey Deliverables Checklist.

8.0 General Notes

- 8.1** It is the Design-Builder's responsibility to determine the need, type, and methodology of any subsurface investigation. The Design-Builder shall conduct soil and pavement investigation to determine the existing pavement and soil conditions. Design-Builder shall conduct soil testing to characterize the underlying soils and provide recommendations to be incorporated in the design. The results shall be documented in a geotechnical report and shall follow the City's Guideline for Geotechnical Reports. The Design-Builder shall prepare an exhibit showing approximate locations of geotechnical borings or trenches to the City to determine if the work shall be subject to Information Bulletin 511 "Requirements for Public Projects Site Reconnaissance and Testing".
- 8.2** It is the Design-Builder's responsibility to restore concrete pavement. Concrete pavement restoration shall extend beyond the edge of the trench cut to the nearest joint (full width of concrete panel, joint to joint around the perimeter of the excavation).
- 8.3** It is the Design-Builder's responsibility to restripe parking areas as required.
- 8.4** It is the Design-Builder's responsibility to develop and implement any stormwater requirements required for the project including but not limited to Best Management Practices, etc.
- 8.5** Chollas Buildings have 24/7 emergency functions with services that cannot be interrupted during construction.
- 8.6** The Design-Builder shall coordinate the construction schedule and the working hours with the City Resident Engineer at each location.
- 8.7** The Design-Builder shall coordinate with the City Project Manager and City Environmental Planner during the design for any archeological and paleontological monitoring and reports needed.

8.8 The Design-Builder shall consider the cost of all special inspections, if any, during the submittal of their bid.

8.9 Permits, Permitting Agencies, and Coordination

8.9.1 It is the Design-Builder's responsibility to identify and secure any permits necessary for the construction of the PV system and supporting structures. This includes any building permits, electrical permits, or any other permits necessary. The design and construction plans shall be in compliance with all the permits, codes and standards.

8.9.2 Design-Builder shall include all the support services necessary for DSD, other agencies permit applications and coordination as part of their lump sum bid items, "Engineering and Design Services".

8.9.3 Only actual fees for the DSD building permits shall be paid for using the allowance bid items, "Building Permit (EOC – Type I)". Other necessary agencies' permit fees outside building permits shall be paid for using the allowance bid items, "All Permits – (EOC – Type I)".

8.9.4 It is solely the responsibility of the Design-builder to coordinate with any third-party agencies, such as the Development Services Department (DSD) or San Diego Gas and Electric (SDG&E), or any other agency necessary to obtain permits.

9.0 Attachments

- [Attachment AA](#) – Location Map: Chollas Buildings A & B
- [Attachment BB](#) – Location Map: ETDC Building
- [Attachment CC](#) – Preliminary Accessibility Evaluation Report
- [Attachment DD](#) – Preliminary Environmental Assessment Report (Chollas)
- [Attachment EE](#) – Preliminary Environmental Assessment Report (ETDC)
- [Attachment FF](#) – Survey Deliverables Checklist
- [Attachment GG](#) – City of San Diego – Information Security Standards and Guidelines

Refer to the As-Builts provided in the following link:

https://drive.google.com/drive/folders/1TmWV41jWGFVO7NZPiO64x5G_IP_SaOdL

10.0 The Work shall be performed in accordance with:

10.1. The Work shall be performed in accordance with:

10.1.1. The Request For Proposal, and Attachment A, Project Description, Scope of Work, Technical Specifications, And/or Bridging Documents, inclusive.

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

See **Appendix E - Location Map: Chollas Buildings A & B**, and **Appendix F - Location Map: ETDC Building**.

ATTACHMENT B

RESERVED

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

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

B. GENERAL.

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

C. DEFINITIONS.

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

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

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

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

- a) You, your Subcontractors, and Suppliers shall comply with the requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517. You shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. You shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. You understand and agree that the violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions.

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

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

E.

EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

- g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.
- h) You shall disseminate your EEO Policy to union and community organizations.
- i) You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.
- j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- k) You shall maintain a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- l) You shall encourage all present employees, including people of color and women employees, to recruit others.
- m) You shall maintain all employment selection process information with records of all tests and other selection criteria.
- n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.
- o) You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.
- p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

F. SUBCONTRACTING.

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBEs, and OBEs.
2. For Subcontractor participation level requirements, see the Contract Documents where applicable.

3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
 - a) "Field Orders" and "City Contingency" Bid items.
 - b) Alternate Bid items.
 - c) Allowance Bid items designated as "EOC Type II".
4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.
2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or \$10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).
3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency.
4. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.
5. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101 with a copy to the Engineer.
3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.

4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
7. A Contractor whose Bid is accepted shall not:
 - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or its duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
 - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
 - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
 - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
 - iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
 - v. When you demonstrate to the City or its duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
 - vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.
 - vii. When the City, or its duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or

that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.

- viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
 - ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
 - b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or its duly authorized officer.
 - c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.
8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

I. PROMPT PAYMENT.

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

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

1. The City will hold retention from you and will make prompt and regular incremental acceptances of portions, as determined by the Engineer, of the Work and pay retention to you based on these acceptances.
2. You or your Subcontractors shall return all monies withheld in retention from a Subcontractor within 30 Calendar Days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by the City.
3. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 Calendar Days may take place only for good cause and with the City's prior written approval. Any violation of this provision by you or your Subcontractor shall subject you or your Subcontractor to the penalties, sanctions, and other remedies specified in §7108.5 of the Business and Professions Code.
4. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a Subcontractor.

K. CERTIFICATION.

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

L. CONTRACT RECORDS AND REPORTS.

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.

3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
 - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

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

A. GENERAL.

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

B.

DEFINITIONS.

1. The following definitions shall be used in conjunction with these specifications:

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

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

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

single defined business enterprise for which purpose they combine their capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

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

C. SUBCONTRACTOR PARTICIPATION.

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

the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

- ii. If the materials or supplies are obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation a Supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.
 - iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.
- d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 – List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:

- i. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.
- ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.
- iii. The SLBE-ELBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- iv. The SLBE-ELBE may lease trucks from another SLBE-ELBE firm including an owner-operator who is certified as a SLBE-ELBE. The SLBE-ELBE who leases trucks from another SLBE-ELBE receives credit for the total value of the transportation services the lessee SLBE-ELBE provides on the contract.
- v. The SLBE-ELBE may also lease trucks from a non-SLBE-ELBE firm, including an owner-operator. The SLBE-ELBE who leases trucks from a non-SLBE-ELBE is entitled to credit for the total value of transportation services provided by non-SLBE-ELBE lessees not to exceed the value of transportation services provided by SLBE-ELBE owned trucks on the contract. Additional participation by non-SLBE-ELBE lessees receive credit only for the fee or commission it receives as a result of the lease arrangement.
- vi. A lease shall indicate that the SLBE-ELBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SLBE-ELBE so long as the lease gives the SLBE-ELBE absolute priority for use of the leased truck.

D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

1. Contracts valued at \$1,000,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
 - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
 - b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.

- c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
2. Contracts Valued over \$500,000 and under \$1,000,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
 - a) 5% bid discount for SLBE-ELBE firms.
 - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.
 - c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.
 - d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
 - e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.
3. Contracts valued over \$250,000 up to \$500,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
4. Contracts valued at \$250,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

E. JOINT VENTURES.

1. The City may allow for Joint Venture bid discounts on some Contracts. Contracts that allow for Joint Venture bid discounts will be designated in Bid documents. A firm that is bidding or competing for City Contracts may partner with a certified SLBE or ELBE to compete for Contracts as a Joint Venture.
2. A Joint Venture shall be between two entities with the same discipline or license as required by the City. Joint ventures will receive bid discounts depending on the SLBE or ELBE percentage of participation. To be eligible for a discount, a Joint Venture Agreement shall be approved by the City at the time of Bid submittal. The maximum allowable discount shall be 5%. The parties shall agree to enter in the relationship for the life of the projects.

3. Joint Venture shall submit a Joint Venture Management Plan, a Joint Venture Agreement, or both at least 2 weeks prior to the Bid due date. Copies of the Joint Venture applications are available upon request to the Contract Specialist. Each agreement or management plan shall include the following:
 - a) Detailed explanation of the financial contribution for each partner.
 - b) List of personnel and equipment used by each partner.
 - c) Detailed breakdown of the responsibilities of each partner.
 - d) Explanation of how the profits and losses will be distributed.
 - e) Description of the bonding capacity of each partner.
 - f) Management or incentive fees available for any one of the partners (if any).
4. Each Joint Venture partner shall perform a Commercially Useful Function. An SLBE or ELBE that relies on the resources and personnel of a non-SLBE or ELBE firm will not be deemed to perform a Commercially Useful Function.
5. Each Joint Venture partner shall possess licenses appropriate for the discipline for which a proposal is being submitted. If a Joint Venture is bidding on a single trade project, at the time of bid submittal, each Joint Venture partner shall possess the requisite specialty license for that trade bid.
6. The SLBE or ELBE partner shall clearly define the portion of the Work to be performed. This Work shall be of the similar type of Work the SLBE or ELBE partner performs in the normal course of its business. The Joint Venture Participation Form shall specify the Bid items to be performed by each individual Joint Venture partner. Lump sum Joint Venture participation shall not be acceptable.
7. Responsibilities of the SLBE or ELBE Joint Venture Partner:
 - a) The SLBE or ELBE partner shall share in the control, management responsibilities, risks and profits of the Joint Venture in proportion with the level of participation in the project.
 - b) The SLBE or ELBE partner shall perform Work that is commensurate with its experience.
 - c) The SLBE or ELBE partner shall use its own employees and equipment to perform its portion of the Work.
 - d) The Joint Venture as a whole shall perform Bid items that equal or exceed 50% of the Contract Price, excluding the cost of manufactured items, in order to be eligible for a Joint Venture discount.

F. MAINTAINING PARTICIPATION LEVELS.

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

G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

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

- d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.
- e) Use the services and assistance of the City's EOC Office and the SLBE-ELBE Directory.
- f) If you award subcontracts, require your Subcontractors to take the steps listed above.

H. GOOD FAITH EFFORT DOCUMENTATION.

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

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

I. SUBCONTRACTOR SUBSTITUTION.

- 1. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment. This section does not replace applicable California Public Contract Code.

J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

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

K. RESOURCES.

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

<http://www.sandiego.gov/eoc/programs/slbe.shtml>

ATTACHMENT D
PREVAILING WAGE

ATTACHMENT D

PREVAILING WAGE

1. PREVAILING WAGE RATES: Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

1.1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

- 1.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.
- 1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

 - 1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.
- 1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- 1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- 1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

- 1.11. List of all Subcontractors.** The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.
- 1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:
- 1.12.1. Registration.** The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)
- 1.12.2. Certified Payroll Records.** The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
- 1.12.3. List of all Subcontractors.** The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11 above. (Labor code section 1773.3).

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2021 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Construction Contracts.
 - b) General Provisions (B) for Design-Build and Multiple Award Construction Contracts.

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

1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK", item 55, "Normal Working Hours", ADD the following:

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

Normal Working Hours - Normal Working Hour core periods shall be **7:00 AM – 5:00 PM**, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays are excluded. Normal Working Hours on Roadways are defined as **8:30 AM - 3:30 PM**. Task Order Normal Working hours shall be defined in the Task or the Traffic Control Permits.

2-2 PERMITS, FEES, AND NOTICES. To the "WHITEBOOK", ADD the following:

2. The Contractor will obtain the following permits:

- a) Building Permits

SECTION 3 – CONTROL OF THE WORK

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

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

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

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:

- a) Post-Closure Land Use Plan, dated August 3, 2018, by Ninyo & Moore .

6. The reports listed above are available for review at the following link:

<https://drive.google.com/file/d/17lf5geMCZjYb6wJGxu3p5Vt6toSdDVQ1/view>

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

3-10 SURVEYING (DESIGN-BUILD).

3-10.1 General.

1. You shall provide all required site layout not specified in this section.
2. Unless surveying services are provided by the City, only the Design Firm, not the Contractor, shall be allowed to hire a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California to provide all surveying services needed for the design, and if requested by the City, also for the construction activities required for the completion of the Project. Surveying services include, but are not limited to: land, aerial, topographic and construction.
3. If requested by the City, the Design Firm shall submit a letter to the City's Project Manager identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the design and/or construction phase survey services for the Project.
4. Where applicable, notify the City in writing at least 2 Working Days prior to requesting survey services to be provided by the City.
5. The Design Firm is responsible for performing and meeting the accuracy of surveying standards adequate for design and construction through the Design Firm's Licensed Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.
6. All Survey Services deliverables shall be submitted per the City's CADD Standards and pertinent Public Works Department Engineering Deliverable specifications.
<https://www.sandiego.gov/ecp/edocref/drawings>
7. All Survey Services and deliverables which reveal non-compliance with the requirements of the Construction Documents and standards shall be corrected as deemed necessary by the City at the Design-Builder's expense.
8. Where Survey Services are provided by the City, all construction survey stakes, control points, and other survey related marks shall be preserved for the duration of the Project. If any construction survey stakes, control points, or other survey related marks are lost or disturbed and need to be replaced, such replacement shall be performed at the Design-Builder's expense.
9. The City's Land Survey Section (LSS) shall be notified a minimum of 2 Working Days (large projects may require more) before any ground is to be disturbed within the City of San Diego (concrete, asphalt, or dirt). The LSS may need to inspect the site and provide monumentation information.

3-10.2 Monument Perpetuation.

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

3-10.3 Line and Grade.

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

3-10.4 Topographic and Monument Survey – Preliminary Design.

1. Topographic field survey shall include all existing ground surface topography, fencing, hardscape, utilities, roadway surface, and curb returns within the delineated mapping limit. Monument survey shall include the sufficient collection of existing record survey monuments to perform right-of-way (ROW) analysis along within subject mapping limits.
2. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).
<https://www.nspss.com/page/ALTANSPPStandards>
3. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per Record of Survey Map No. 14492 (ROS 14492). It is required to tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three mile radius. Horizontal control measurements shall be collected in conformance with the local standard of practice.
4. Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (*) in the City Benchmark book are not to be used together for Vertical Control – common adjustment sets are to be used.

5. All topographic field survey data shall be collected using conventional survey methods utilizing total station instrumentation.
6. Deliverables.
 - a) Horizontal and Vertical Control.
 - i. Completed Calibration sheet as provided indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.
 - b) Field Data.
 - i. Data collected as points and break lines to define a proper DTM if requested outside of aerial mapping.
 - ii. Includes utilities collected on surface as required.
 - iii. Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
 - iv. Includes record monument points.
 - v. Data collector project files.
 - vi. Raw (unedited) data file.
 - vii. Project file.
 - viii. Point comma delimited text file formatted.
 - c) Topography.
 - i. Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) of all field collected survey points.
 - The contours produced from the surface digital terrain model (dtm) shall meet or exceed ASPRS 90 standards where 68% (1σ) of the contours tested fall within $1/3$ contour interval. Any point tested that is more than 3σ out shall be regarded as a blunder. These standards closely parallel the familiar National Map Accuracy Standards.
 - d) Records Research.
 - i. All public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.
 - City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.

- After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.
- e) Survey Monument Measurements.
- i. All found monuments located within, or near, the survey limits shall be searched and measured. Sufficient additional monuments to control all boundaries extending from the survey limits shall be tied (i.e. block corners, Points of Curve etc.) to the next available survey monument past the survey limits.
- All Monuments found shall be described with details as to what was found along with identifying number.

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

1. The monument survey, for each designated site, shall be of sufficient coverage and quality for a Right-of-Way boundary analysis performed and provided in conformance with City CADD standards.
2. Surveyor shall deliver to the City all requested survey information and CADD data, as specified below, upon completion of the Monument Survey and Boundary Analysis.
3. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).
<https://www.nspss.com/page/ALTANSPPStandards>
4. Field monument survey to be performed and provided in conformance with City CADD standards.
5. Field Measurements shall be collected in conformance the local standard of practice.
6. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet units, per City of San Diego Record of Survey Map No. 14492 (ROS 14492). All Project survey control shall be based upon field-tied measurements to a Horizontal First Order monument as shown on ROS 14492. Where existing First Order monument cannot be recovered or located within a 3-mile radial distance from the project site a Horizontal Second-Order Monument may be used as Project survey basis. The Project vertical control datum shall be based on NGVD29 per benchmarks identified in the City of San Diego Vertical Control Bench Book (Bench Book). All Project benchmarks shall be selected from a common Bench Book source group:
 - a) Benchmarks with elevations updated per U.S.C.G.S adjustment of 1970, identified with an asterisk (*).

- b) Benchmarks not adjusted per the 1970 adjusted values (non-asterisked identifiers).
7. Deliverables.
- a) Horizontal and Vertical Control.
 - i. Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.
 - b) Field Data.
 - i. Complete, Correct CADD file in conformance with City CADD Standards and industry standards.
 - Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
 - Includes Monument points covering the area of work.
 - ii. Data collector project files.
 - Raw (unedited) data file.
 - Project file.
 - Point comma delimited text file.
 - c) Records Research.
 - i. If requested, all public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.
 - ii. City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
 - d) Boundary Ties
 - i. All monuments within the survey limits shall be searched and tied if found. Sufficient additional monuments to control all boundaries extending from the survey limits shall be tied (i.e. Block Corners, Points of Curve etc.) to the next available survey monument past the survey limits.
 - All Monuments found shall be described details as to what was found along with identifying number.

3-10.6

Field Monument Survey and Topographic Utility Survey.

1. The right-of-way monumentation survey data shall be provided to the City.
2. Surveyor shall perform a right-of-way monument survey and existing utility survey (locating feature centers). Surveyor shall also collect ground surface topography over any aerial obscured areas.
3. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).

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

4. Field Measurements shall be collected in conformance with the local standard of practice.
5. Project Horizontal and Vertical Control.
 - a) The Horizontal and Vertical Control for this project shall be based on the same datum, basis of bearing, calibration and benchmark as used for the Aerial Survey.
 - b) Horizontal Control Shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per ROS 14492. It is required to tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three mile radius.
 - c) Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (*) in the City Benchmark book are not to be used together for Vertical Control – common adjustment sets are to be used.
 - d) If adjacent City projects have been found and are included in the research packages, measurements to a minimum of 3 common control or ROW points shall be made for evaluation and consistency between projects. These projects can be used for establishing common horizontal or vertical control, joining or adding to existing data, and/or as an inventory of survey monuments for search purposes.
6. Deliverables.
 - a) Horizontal and Vertical Control.
 - i. Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey. The horizontal and vertical control shall be set by the Surveyor that's issued the first Notice to Proceed.

- b) Field Data.
- i. Data collected as points and break lines to define a proper DTM beyond the identified mapping limits if requested.
 - ii. Include utilities collected on surface as required.
 - iii. Include horizontal control points from ROS 14492 to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
 - iv. Include Monument points covering the area of work.
 - v. Data collector project files.
 - Raw (unedited) data file.
 - Project file.
 - Point data text file in “comma delimited format”.
 - vi. CADD File.
 - A digital design file displaying all field work, existing right-of-way monuments, and utility feature data per City CADD standards. The design file shall be complete, correct, and free of duplicate elements.
 - The following data shall be included in the electronic mapping file: Name of Design/Engineering Firm and/or Surveyor doing the project, Company Logo (if available), Name of project, Work order number, Date & Scale.
 - Include right-of-way monument elements.
 - Use appropriate levels and attributes for all elements to meet City of San Diego CADD Standards.
- c) Topography
- i. Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) as a result of the geometry report of the final .ALG file.
 - ii. Use appropriate levels and attributes for all elements to meet City of San Diego CADD Standards.
- d) Records Research.
- i. If requested, all public or private records acquired to assist with right-of-way monument collection.
 - ii. City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.

- iii. After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.
- e) Right-of-Way Monument Survey Locations
 - i. All monuments within the survey limits shall be searched and located if found. Sufficient additional monuments to control all boundaries extending from the survey limits shall be located to facilitate LSS ROW Mapping (i.e. block corners, points of curve, and etc.).
 - All found survey monuments shall describe the character and identifying reference marks.
 - City survey notes and City drawings can be provided, as applicable.
 - f) The appropriate City of San Diego cell library (V8 City existing.cel), font resource file (V8 City font.rsc), color table (V8 City color.tbl), line style (V8 City Line style.rsc), level scheme, and seed file parameters are to be used for placement of all elements in the design files, with strict adherence to "Working Units" and seed file "Global Origin". Base map level schemes are attached. A CD containing the most current version of the above seed files, cell libraries and font resource files will be provided, if needed, upon request.

3-10.7 Construction Survey/Staking.

1. Construction staking surveying shall be performed with the standards customarily adhered to by an experienced and competent land surveying firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City is required, it is understood to be general approval only and shall not relieve the Design Firm of their responsibility to comply with all applicable laws, codes, and good consulting practices.
2. Field Measurements shall comply with the local standards of practice. All construction staking with a gradient of less than 1.5% shall be performed by a total station survey instrument. Gradients less than 0.2% shall require a level run prior to construction, and all said services shall be performed by the Surveyor.
3. The following are minimum requirement guidelines for various types of staking:
 - a) Limits of work 50-foot maximum interval.
 - b) Limits of Demolition 50-foot maximum interval.
 - c) Rough grade stakes 50-foot maximum interval.
 - d) Finish grade stakes 50-foot maximum interval.
 - e) Slope staking at 50-foot maximum interval.
 - f) Contour staking @ 50-foot maximum interval.

- g) Curb stakes with offset to face of curb, and grade to top of curb with 50-foot maximum interval.
- h) Storm drain at 50-foot maximum interval where grade exceeds 1%.
- i) Sewer lines at 50-foot maximum interval where grade exceeds 1%.
- j) Water lines at 50-foot' maximum interval offset to near curb face (no grades – minimum cover).
- k) Dry utilities at 50-foot maximum interval where grade exceeds 1%.
- l) Construction staking involving horizontal and vertical curves shall be staked at 25-foot maximum intervals, and further densification for deltas on applicable curb returns and pipe joints.
- m) Storm Drain inlet stakes shall be on face of curb produced, and on string line grade.
- n) Walls staked at footing breaks, with station interval of 25-foot maximum intervals.
- o) Buildings – offsets to outside face of wall.
- p) Bridge abutments and bents on opposing sides.

3-10.8 Payment.

The payment for the “**Survey Services**” shall include all applicable work as identified in Section 3-10 of the Supplementary Special Provisions.

SECTION 4 - CONTROL OF MATERIALS

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

- 11. You shall submit your list of proposed substitutions for an “equal” item **no later than 5 Working Days after the issuance of the Notice of Intent to Award** and on the City’s Product Submittal Form available at:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

5-4 INSURANCE.

- 1. The insurance provisions herein shall not be construed to limit your indemnity and defense duties set forth in the Contract.

5-4.1 Policies and Procedures.

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

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

5-4.2 Types of Insurance.

5-4.2.1 General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.

4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

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

5-4.2.2 Commercial Automobile Liability Insurance.

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

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

1. In accordance with the provisions of California Labor Code section 3700, you shall provide, at your expense, Workers’ Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers’ compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with this requirement.
2. Statutory Limits shall be provided for Workers’ Compensation Insurance as required by the state of California, and Employer’s Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California’s Workers’ Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work.

5-4.2.6 Contractors Builders Risk Property Insurance.

1. You shall provide at your expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance shall be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits shall be 100 percent of the value of the Work under this Contract, plus 15 percent to cover administrative costs, design costs, and the costs of inspections and construction management.

2. Insured property shall include material or portions of the Work located away from the Site but intended for use at the Site and shall cover material or portions of the Work in transit. The policy or policies shall include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies shall cover the cost of removing debris, including demolition.
3. The policy or policies shall provide that all proceeds shall be payable to the City as Trustee for the insured, and shall name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. The City, as Trustee, will collect, adjust, and receive all monies that become due and payable under the policy or policies, may compromise any and all claims, and will apply the proceeds of this insurance to the repair, reconstruction, or replacement of the Work.
4. Any deductible applicable to the insurance shall be identified in the policy or policies documents. The responsibility for paying the part of any loss not covered because of the deductibles shall be apportioned among the parties, except for the City, as follows: if there is more than one claimant for a single occurrence, then each claimant shall pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City shall be entitled to 100 percent of its loss. You shall pay the City any portion of the loss not covered because of a deductible; at the same time the proceeds of the insurance are paid to the City as Trustee.
5. Any insured, other than the City, making claim to which a deductible applies shall be responsible for 100 percent of the loss not insured because of the deductible.

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

1. For Contracts with required engineering services, including Design-Build and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of Professional Liability coverage with a limit of no less than **\$3,000,000** per claim and **\$3,000,000** aggregate per policy period of one year.
2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of three years after completion of the Project or termination of the Contract, whichever occurs last. You agree that, for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.

3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - a) Certify this to the City in writing, and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth here.

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

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

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

5-4.4 Evidence of Insurance. You shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), prior to your commencement of Work under this Contract. In addition, The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- i. Ongoing operations performed by you or on your behalf,
- ii. your products,
- iii. your work, e.g., your completed operations performed by you or on your behalf, or
- iv. premises owned, leased, controlled, or used by you.

5-4.5.1.2 Primary and Non-Contributory Coverage. The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if

appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

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

5-4.5.2 Workers' Compensation Insurance and Employers Liability Insurance.

5-4.5.2.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

5-4.5.5 Builders Risk Endorsements.

5-4.5.5.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and that arise from Work performed by the Named Insured for the City.

5-4.5.5.2 Builders Risk – Partial Utilization. If the City desires to occupy or use a portion or portions of the Work prior to Acceptance,, the City will notify you, and you shall immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies shall not be cancelled or lapse on account of any use or occupancy. You shall obtain the endorsement prior to the City's occupation and use.

5-4.6 Deductibles and Self-Insured Retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

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

5-4.8 **Notice of Changes to Insurance.** You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.

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

5-7.1.4 **Emergency Drills.** To the “WHITEBOOK”, Item 1, ADD the following

You shall participate in the City’s initiated emergency drills.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 **Construction Schedule.** To the “WHITEBOOK”, ADD the following:

3. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.

ADD:

6-6.1.1 **Environmental Document.**

1. The City of San Diego has prepared **Notice of Exemptions for Solar Implementation at Chollas Bldgs A & B and Solar Implementation at ETDC (Solar Implementation at Chollas Building A & B and Solar Implementation at Employment Training Development Center (ETDC) Building)**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemptions** as set forth in **Appendix A**.
2. Compliance with the City’s environmental document shall be included in the Contract Price, unless separate bid items have been provided.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.1 **General.** To the “WHITEBOOK”, ADD the following:

3. The Lump Sum Bid item for **“Construction of Solar Implementation at Chollas Bldgs A & B”** shall include, and not be limited to, demolition, earthwork, clearing and grubbing, photovoltaic panels (PV), associated roofing work for PV installation, Data Acquisition and Monitoring System (DAS), electrical panels, inverters, enclosures, lighting, drainage system, special inspections, etc., as specified in Attachment A: Project Description, Scope of Work, Technical Specifications, and Bridging Documents, and pertinent contract documents, permits, codes and standards.
4. The Lump Sum Bid item for **“Construction of Solar Implementation at ETDC”** shall include, and not be limited to, demolition, earthwork, clearing and grubbing, photovoltaic panels (PV), Data Acquisition and Monitoring System (DAS), solar canopies, electrical panels, inverters, enclosures, paving, lighting, potholing existing utilities, re-establishment of irrigation systems impacted by proposed improvements, drainage system, special inspections,

temporary traffic control plans (TCP), accessibility upgrades, etc., as specified in Attachment A: Project Description, Scope of Work, Technical Specifications, and Bridging Documents, and pertinent contract documents, permits, codes and standards.

7-3.11 Compensation Adjustments for Price Index Fluctuations. To the "WHITEBOOK", ADD the following:

5. This Contract **is not** subject to the provisions of The "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

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

8. Based on a preliminary assessment by the City, this Contract is subject to **WPCP**.
-

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A

**NOTICE OF EXEMPTIONS FOR SOLAR IMPLEMENTATION AT CHOLLAS BLDGS A & B AND SOLAR
IMPLEMENTATION AT ETDC**

NOTICE OF EXEMPTION

(Check one or both)

TO: Recorder/County Clerk
P.O. Box 1750, MS A-33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2400

FROM: City of San Diego
Engineering & Capital Projects Department
525 B Street, Suite 750, MS 908A
San Diego, CA 92101

Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Project Name: Solar Implementation at Chollas Building A & B

WBS No.: B-21068.02.06

Project Location-Specific: The project is located at the following address within the Mid-City: Eastern Area Community Planning Area (Council District 4): 2797 Caminito Chollas, 92105

Project Location-City/County: San Diego/San Diego

Description of nature and purpose of the Project: Installation of complete roof-mounted solar photovoltaic systems for Chollas Buildings A & B. The solar panels would cover approximately 7,010 square feet for Building A and approximately 8,700 square feet for Building B.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego
Engineering and Capital Projects Department
Contact: Juan Baligad
Email/Phone No.: JBaligad@sandiego.gov / (619) 533-5473
525 B Street, Suite 750 (MS 908A), San Diego, CA 92101

Exempt Status:

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption: 15301 (Existing Facilities), 15303 (New Construction)
- Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301 (Existing Facilities), which allows for the minor alteration of existing public structures, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination, such as modifications to an existing building to support a roof-mounted solar photovoltaic system; Section 15303 (New Construction), which allows for the construction and location of limited numbers of new, small structures; such as installation of a solar photovoltaic system, a canopy, mountings and associated electrical appurtenances; Section; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Juan Baligad

Telephone: (619) 533-5473

Revised August 2020

Solar Implementation at Chollas Bldgs A & B and Solar Implementation at ETDC
RFP NO.: K-232-2109A-DB1-3-A

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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

Carrie Purcell

Carrie Purcell, Assistant Deputy Director

3/22/22

Date

Check One:

- (X) Signed By Lead Agency
() Signed by Applicant

Date Received for Filing with County Clerk or OPR:

NOTICE OF EXEMPTION

(Check one or both)

TO: Recorder/County Clerk
P.O. Box 1750, MS A-33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2400

FROM: City of San Diego
Engineering & Capital Projects Department
525 B Street, Suite 750, MS 908A
San Diego, CA 92101

Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Project Name: Solar Implementation at Employment Training Development Center (ETDC) Building

WBS No.: B-21069.02.06

Project Location-Specific: The project is located at the following address within the Navajo Community Planning Area (Council District 7): 5510 Kiowa Drive, 92120.

Project Location-City/County: San Diego/San Diego

Description of nature and purpose of the Project: Installation of a complete solar photovoltaic system with mounted rack and canopy. The canopy would cover an area of approximately 12,670 square feet at the ETDC parking lot to provide solar energy to the ETDC building.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego
Engineering and Capital Projects Department
Contact: Juan Baligad
Email/Phone No.: JBaligad@sandiego.gov / (619) 533-5473
525 B Street, Suite 750 (MS 908A), San Diego, CA 92101

Exempt Status:

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption: 15301 (Existing Facilities), 15303 (New Construction), 15304 (Minor Alteration to land
- Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301 (Existing Facilities), which allows for the minor alteration of existing public structures, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination, such as modifications to an existing parking lot to accommodate a canopy structure and rack that would support a solar photovoltaic system; Section 15303 (New Construction), which allows for the construction and location of limited numbers of new, small structures; such as the installation of a solar photovoltaic system with rack and canopy; Section 15304 (Minor Alteration to Land), which allows for minor alterations in the condition of land which do not involve removal of healthy, mature, scenic trees except for forestry of agricultural purposes, such as minor excavation of

foundations for a solar canopy and associated power connections; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Juan Baligad

Telephone: (619) 533-5473

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

Carrie Purcell

3/30/22

Carrie Purcell, Assistant Deputy Director

Date

Check One:

(X) Signed By Lead Agency

Date Received for Filing with County Clerk or OPR:

() Signed by Applicant

APPENDIX B
FIRE HYDRANT METER PROGRAM

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 1 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

1. **PURPOSE**

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

2. **AUTHORITY**

2.1 All authorities and references shall be current versions and revisions.

2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15

2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

2.6 State of California Water Code, Section 110, 500-6, and 520-23

2.7 Water Department Director

Reference

2.8 State of California Guidance Manual for Cross Connection Programs

2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention

2.10 American Water Works Association Standards for Water Meters

2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED 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. **POLICY**

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 3 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED 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 4 OF 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 re-installation.
 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
 13. The outlet shall have a 2 ½ “National Standards Tested (NST) fire hydrant male coupling.
 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.
- 4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter**
- Process for Issuance
- a. Fire hydrant meters shall only be used for the following purposes:
 1. Temporary irrigation purposes not to exceed one year.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 5 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED 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
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meter shall be installed within 48 hours (by the second business day). For an additional fee, at overtime rates, meters can be installed within 24 hours (within one business day).

4.7 Relocation of Existing Fire Hydrant Meters

- a. The customer shall call the Fire Hydrant Meter Hotline (herein referred to as “Hotline”), a minimum of 24 hours in advance, to request the relocation of a meter. A fee will be charged to the existing account, which must be current before a work order is generated for the meter’s relocation.
- b. The customer will supply in writing the address where the meter is to be relocated (map page, cross street, etc). The customer must update the original Fire Hydrant Meter Application with any changes as it applies to the new location.
- c. Fire hydrant meters shall be read on a monthly basis. While fire hydrant meters and backflow devices are in service, commodity, base fee and damage charges, if applicable, will be billed to the customer on a monthly basis. If the account becomes delinquent, the meter will be removed.

4.8 Disconnection of Fire Hydrant Meter

- a. After ten (10) months a “Notice of Discontinuation of Service” (Tab 3) will be issued to the site and the address of record to notify the customer of the date of discontinuance of service. An extension can only be granted in writing from the Water Department Director for up to 90 additional days (as stated in Section 4.6C) and a copy of the extension shall be forwarded to the Meter Shop Supervisor. If an extension has not been approved, the meter will be removed after twelve (12) months of use.
- b. Upon completion of the project the customer will notify the Meter Services office via the Hotline to request the removal of the fire hydrant meter and appurtenances. A work order will be generated

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for removal of the meter.

- c. Meter Section staff will remove the meter and backflow prevention assembly and return it to the Meter Shop. Once returned to the Meter Shop the meter and backflow will be tested for accuracy and functionality.
- d. Meter Section Staff will contact and notify Customer Services of the final read and any charges resulting from damages to the meter and backflow or its appurtenance. These charges will be added on the customer's final bill and will be sent to the address of record. Any customer who has an outstanding balance will not receive additional meters.
- e. Outstanding balances due may be deducted from deposits and any balances refunded to the customer. Any outstanding balances will be turned over to the City Treasurer for collection. Outstanding balances may also be transferred to any other existing accounts.

5. **EXCEPTIONS**

- 5.1 Any request for exceptions to this policy shall be presented, in writing, to the Customer Support Deputy Director, or his/her designee for consideration.

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:

- a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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

b) **Floating Meters:** Floating Meters are meters that are not mounted to a vehicle. **(Note: All floating meters shall have an approved backflow assembly attached.)** The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:

- 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
- 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

7.1 **Fees and Deposit Schedules:** The fees and deposits, as listed in the Rate Book of Fees and Charges, on file with the Office of the City Clerk, are based on actual reimbursement of costs of services performed, equipment and materials. These deposits and fees will be amended, as needed, based on actual costs. Deposits, will be refunded at the end of the use of the fire hydrant meter, upon return of equipment in good working condition and all outstanding balances on account are paid. Deposits can also be used to cover outstanding balances.

All fees for equipment, installation, testing, relocation and other costs related to this program are subject to change without prior notification. The Mayor and Council will be notified of any future changes.

8. **UNAUTHORIZED USE OF WATER FROM A HYDRANT**

8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.

8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.

8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.

8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

Water Department Director

- Tabs: 1. Fire Hydrant Meter Application
2. Construction & Maintenance Related Activities With No Return To Sewer
3. Notice of Discontinuation of Service

APPENDIX

Administering Division: Customer Support Division

Subject Index: Construction Meters
Fire Hydrant
Fire Hydrant Meter Program
Meters, Floating or Vehicle Mounted
Mobile Meter
Program, Fire Hydrant Meter

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

Application Date	Requested Install Date:
------------------	-------------------------

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) <u>Zip:</u>	T.B.	G.B. (CITY USE)
Specific Use of Water:		
Any Return to Sewer or Storm Drain, if so, explain:		
Estimated Duration of Meter Use:	<input type="checkbox"/>	<input type="checkbox"/> Check Box if Reclaimed Water

Company Information

Company Name:			
Mailing Address:			
City:	State:	Zip:	Phone: ()
*Business license#		*Contractor license#	
A Copy of the Contractor's license OR Business License is required at the time of meter issuance.			
Name and Title of Billing Agent: <small>(PERSON IN ACCOUNTS PAYABLE)</small>			Phone: ()
Site Contact Name and Title:			Phone: ()
Responsible Party Name:			Title:
Cal ID#			Phone: ()
Signature:		Date:	
<small>Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter</small>			

Fire Hydrant Meter Removal Request	Requested Removal Date:
Provide Current Meter Location if Different from Above:	
Signature:	Title: Date:
Phone: ()	Pager: ()

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter	
Contract Acct #:	Deposit Amount: \$ 936.00	Fees Amount: \$ 62.00
Meter Serial #	Meter Size: 05	Meter Make and Style: 6-7
Backflow #	Backflow Size:	Backflow Make and Style:
Name:	Signature:	Date:

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

Auto Detailing
Backfilling
Combination Cleaners (Vactors)
Compaction
Concrete Cutters
Construction Trailers
Cross Connection Testing
Dust Control
Flushing Water Mains
Hydro Blasting
Hydro Seeing
Irrigation (for establishing irrigation only; not continuing irrigation)
Mixing Concrete
Mobile Car Washing
Special Events
Street Sweeping
Water Tanks
Water Trucks
Window Washing

Note:

1. If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charges.

Date

Name of Responsible Party
Company Name and Address
Account Number: _____

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

The authorization for use of Fire Hydrant Meter # _____, located at *(Meter Location Address)* ends in 60 days and will be removed on or after *(Date Authorization Expires)*. Extension requests for an additional 90 days must be submitted in writing for consideration 30 days prior to the discontinuation date. If you require an extension, please contact the Water Department, or mail your request for an extension to:

City of San Diego
Water Department
Attention: Meter Services
2797 Caminito Chollas
San Diego, CA 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant Hotline at (619) _____ - _____.

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

1. Soil amendment
2. Fiber mulch
3. PVC or PE pipe up to 16 inch diameter
4. Stabilizing emulsion
5. Lime
6. Preformed elastomeric joint seal
7. Plain and fabric reinforced elastomeric bearing pads
8. Steel reinforced elastomeric bearing pads
9. Waterstops (Special Condition)
10. Epoxy coated bar reinforcement
11. Plain and reinforcing steel
12. Structural steel
13. Structural timber and lumber
14. Treated timber and lumber
15. Lumber and timber
16. Aluminum pipe and aluminum pipe arch
17. Corrugated steel pipe and corrugated steel pipe arch
18. Structural metal plate pipe arches and pipe arches
19. Perforated steel pipe
20. Aluminum underdrain pipe
21. Aluminum or steel entrance tapers, pipe downdrains, reducers, coupling bands and slip joints
22. Metal target plates
23. Paint (traffic striping)
24. Conductors
25. Painting of electrical equipment
26. Electrical components
27. Engineering fabric
28. Portland Cement
29. PCC admixtures
30. Minor concrete, asphalt
31. Asphalt (oil)
32. Liquid asphalt emulsion
33. Epoxy

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

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

Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

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

SAMPLE REFERENCE

APPENDIX E

LOCATION MAP: SOLAR IMPLEMENTATION AT CHOLLAS BLDGS A AND B

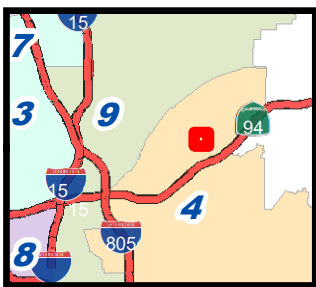
Solar Implementation at Chollas Bldgs A & B

SENIOR ENGINEER
Edgar Lozano
619-533-6613

PROJECT MANAGER
Farhad Hossan
619-533-5492

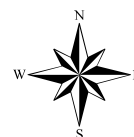
PROJECT ENGINEER
Erwin Dee
619-533-5136

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



Legend

 Solar Implementation at Chollas Bldgs A & B



APPENDIX F

LOCATION MAP: SOLAR IMPLEMENTATION AT ETDC

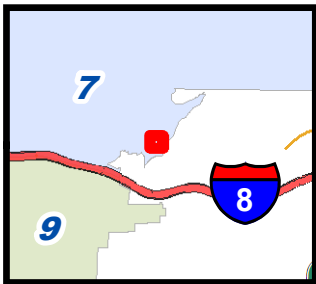
Solar Implementation at ETDC

SENIOR ENGINEER
Edgar Lozano
619-533-6613


PROJECT MANAGER
Farhad Hossan
619-533-5492

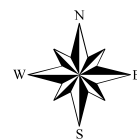
PROJECT ENGINEER
Erwin Dee
619-533-5136

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



Legend

 Solar Implementation at ETDC



ATTACHMENT F

RESERVED

ATTACHMENT G
EVALUATION AND SELECTION CRITERIA

EVALUATION AND SELECTION CRITERIA

Proposals will be ranked according to the criteria described below:

1. Proposer Exceptions to this RFP – Pass / Fail

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

2. Project Team (15 Points Max)

- 2.1. Describe the proposed management plan for this Project. Describe the qualifications of key proposed construction and technical personnel, project managers, and subcontractors, from applicable fields including the following:
 - 2.1.1. Electrical/Solar
 - 2.1.2. Civil
 - 2.1.3. Structural
 - 2.1.4. Mechanical
 - 2.1.5. Geotechnical
 - 2.1.6. Architect (If applicable)
- 2.2. Previous work performed on City and other local agencies contracts and past record of performance. Include any work of similar size and scope in the last 5 years.
- 2.3. Each Proposer must submit a summary of its Proposal.

3. Technical Approach and Design Concept (40 Points Max)

- 3.1. Describe in detail the proposed design concept for this Project. Include detailed descriptions, conceptual design drawings, schematics, a list of major equipment, and any other information deemed necessary to allow the City to make an informed evaluation of the Proposer's technical approach. The completeness and technical merit of the design concept will be evaluated.

The following elements, at a minimum, shall be included in this Technical Proposal:

- 3.1.1. The City will select a Proposer based on the weighted criteria for the design construction of this contract. The Work and Services required of the Proposer include those during design, construction, and startup of the Project. The Proposer shall provide all management, supervision, labor, services, temporary services, equipment, tools, supplies, and any other item of every kind and description required for the complete design and construction of the Project

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

3.1.3. **Performance / Proposed Output: (25 Points)**

- A. First Year guaranteed minimum output (ac KWh/yr)
- B. 5-year guaranteed minimum annual system performance (ac KWh/yr).
- C. System Size (dc kW)
- D. PV Module Degradation Factor (%)
- E. System Efficiency (%)
- F. Unsubsidized cost per kilowatt (dc) installed and cost per kilowatt-hour (ac)
- G. Schedule Optimization

3.1.4. **Schematic Design Submittal (15 Points)**

- A. PV modules or array materials quality.
- B. Proposed Inverter characteristics (brand, rating, efficiency, etc.)
- C. PV system configuration and aesthetics.
- D. Integration of PV into electrical system.
- E. Meter/Submeter quality.
- F. Proposed measurement/reporting software.
- G. Meets functional requirement.
- H. Proposed methods of coordination with Owner's work force and Proposed Operator Training Program.
- I. Schedule Optimization
- J. Design Innovation
- K. Schematic Design submittal: Shall include preliminary design concepts or schematic site layouts depicting the Design-Builder's proposed location for the photovoltaic panels and equipment landing area. Design-Builder shall provide any visuals that will help the City fully understand the Design-Builder's proposed PV system/configuration.
- L. Proposed Design Schedule: Outline the proposed design schedule, including sequencing of each major design component and proposed durations. Durations for obtaining all necessary permits shall be accounted for.

4. Construction Plan (15 Points Max)

- 4.1. Describe the proposed construction plan for this Project, including the following, at a minimum:
 - 4.1.1. Construction approach and methods
 - 4.1.2. Plan for operation of facility during construction
 - 4.1.3. Plan for phasing of construction activities
 - 4.1.4. General plan for functional testing and start-up.
 - 4.1.5. Proposed safety program
 - 4.1.6. Proposed emergency response plan
 - 4.1.7. Traffic Control Management
 - 4.1.8. Community Impact
 - 4.1.9. Visuals that depict proposed construction phasing plan, traffic plan, staging area, construction trailers, etc.
 - 4.1.10. Proposed Construction Schedule: Outline the proposed construction schedule, including sequencing of each major construction milestone and proposed durations. Durations for obtaining all necessary permits shall be accounted for.
 - 4.1.11. Accelerated Schedule: Additional points will be considered for firms that can demonstrate completion of project ahead of contract duration.

5. Equal Opportunity Contracting Program (25 Points Max)

- 5.1. Failure to submit the required EOCP information will result in Proposal being determined as **non-responsive**.
- 5.2. Subcontractor Documentation
 - 5.2.1. The points will be awarded according to the chart below, based upon actual subcontract award amounts, as set forth in the price proposals.

OUTCOME		MAXIMUM POSSIBLE POINTS
1	5% - 9% participation SLBE, ELBE or DVBE	5
2	10%-14% participation SLBE, ELBE or DVBE	10

OUTCOME		MAXIMUM POSSIBLE POINTS
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.		

6. Presentation, Interview, and Reference Checks (5 Points Max)

- 6.1. Knowledge and understanding of the project scope, location, and applicable codes and standards.
- 6.2. Previous work performed on City and other local agencies contracts and past record of performance. Include any such projects in the presentation.
- 6.3. Proposed method to accomplish the work, including professional, technical, and management considerations.
- 6.4. Quality Assurance and Quality Control
- 6.5. Design-Builder shall include a minimum of three (3) references of similar type projects.

TOTAL POINTS: 100

7. Review of Technical Proposal

- 7.1 Following the receipt of the Technical Proposal, the City anticipates allotting 2 weeks for review of the Technical Proposals.
- 7.2 Subsequent to receipt, the City will provide written notice of the schedule for technical presentations. The purpose of the presentations is to allow the Panel to ask questions and to seek clarifications about the Proposal. It also provides an opportunity for the Design-Builders to elaborate on and highlight significant parts of their Proposals. This schedule will be on a random draw basis and has no bearing on the potential for award or other significance.
 - 7.2.1 Interviews will consist of thirty (30) minute presentations by each Design-Builder; and (30) minutes for questions and answers. The presentations shall be given by the Design-Builders' key personnel who will be continuously involved on site or in San Diego in proportion to their level of involvement.

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

8. Final Selection Based on Weighted Criteria

8.1 Based on the Design-Builders’ Proposals and any follow-up presentations, and using the Project’s Evaluation Criteria, the Panel will continue to rank the Design-Builder’s Proposals by determining an overall score which shall be calculated as follows:

8.2 A maximum of 20 points will be assigned for the Contract Price as proposed. The lowest total Contract Price of all the Proposals that meet the requirements of this RFP will receive the maximum assigned points to this category. The other Price Proposals will be scored based on how much higher their total Contract Prices compare to the lowest:

$$\left(1 - \frac{(\text{Contract Price} - \text{Lowest Contract Price})}{(\text{Lowest Contract Price})}\right) \times \text{Max Pts} = \text{Pts Rcvd}$$

8.3 A maximum of 80 points will be assigned for the qualitative criteria described in the RFP. All Proposals shall receive scores based on 80 times the average of the composite ratings provided by the Panel.

8.4 The Selected Design-Builder will be the team with the highest total score earned. Design-Builders will be notified in writing of the City’s final decision.

8.5 For example, if the lowest total Contract Price of all proposals is \$100, that Proposal would receive the maximum allowable points for the price category. If the total Contract Price of another proposal is \$105 and the maximum allowable points is 20 points, then that Proposal would receive $(1 - ((105 - 100) / 100)) \times 20 = 19$ points, or 95% of the maximum points. The lowest score a Proposal can receive for this category is zero points - the score cannot be a negative number. The below example using the same 80/20 split illustrates the calculation outcomes with Firm A winning the competition even though Firm A did not have the highest rated proposal or the lowest price:

Firm	Avg. Composite Rating	Qualitative Score (80Max)	Price Proposal	Price Score (20 Max)	Total Score (100 Max)
A	85.00	68.00	\$105	19.00	87.00
B	88.00	70.40	\$130	14.00	84.40
C	50.00	40	\$100	20.00	60.00

Note: All figures will be rounded off to two decimal places.

ATTACHMENT H
PRICE FORMS

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **SOLAR IMPLEMENTATION AT CHOLLAS BLDGS A & B AND SOLAR IMPLEMENTATION AT ETDC**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
BASE PROPOSAL							
SOLAR IMPLEMENTATION AT CHOLLAS BLDGS A & B							
1.	524126	Bonds (Payment and Performance)	1		LS	 	\$ 6,040.00
2.	541330	Engineering and Design Services	1	D	LS	 	\$ 46,856.00
3.	236220	Construction of Solar Implementation at Chollas Bldgs A & B	1		LS	 	\$ 676,798.00
4.	236220	Building Permit (EOC Type I)	1		AL	 	\$10,000.00
5.		City Contingency (EOC Type II)	1		AL	 	\$100,000.00
6.	541330	WPCP Development	1		LS	 	\$ 0.00
7.	237310	WPCP Implementation	1		LS	 	\$ 0.00
8.	541370	Survey Services	1	D	LS	 	\$ 1,839.00
9.	541330	All Permits (EOC Type I)	1		AL	 	\$50,000.00
Estimated Sub-total Base Proposal for SOLAR IMPLEMENTATION AT CHOLLAS BLDGS A & B (Items 1 through 9):							\$ 891,533.00

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
SOLAR IMPLEMENTATION AT ETDC							
10.	524126	Bonds (Payment and Performance)	1		LS	 	\$ 9,985.00
11.	541330	Engineering and Design Services	1	D	LS	 	\$ 66,305.00
12.	236220	Construction of Solar Implementation at ETDC	1		LS	 	\$1,235,174.00
13.	236220	Building Permit (EOC Type I)	1		AL	 	\$10,000.00
14.		City Contingency (EOC Type II)	1		AL	 	\$120,000.00
15.	541330	WPCP Development	1		LS	 	\$ 6,150.00
16.	237310	WPCP Implementation	1		LS	 	\$ 4,339.00
17.	541370	Survey Services	1	D	LS	 	\$ 26,810.00
18.	541330	All Permits (EOC Type I)	1		AL	 	\$50,000.00
Estimated Sub-total Base Proposal for SOLAR IMPLEMENTATION AT ETDC (Items 10 through 18):							\$ 1,528,763.00
TOTAL DESIGN-BUILD BASE PROPOSAL (SOLAR IMPLEMENTATION AT CHOLLAS BLDGS A & B PLUS SOLAR IMPLEMENTATION AT ETDC) (ITEMS NO 1 THROUGH 18, INCLUSIVE):							\$ 2,420,296.00

* Design Element (For City Use)

Total Price For Design-Build Proposal, Solar Implementation at Chollas Bldgs A & B **PLUS** Solar Implementation at ETDC
(items 1 through 18, inclusive) amount written in words:

Two million four hundred twenty thousand two hundred ninety six dollars

Design-Builder: Baker Electric & Renewables LLC

Title: Scott D. Williams, Executive Vice President

Signature: _____



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

Ted Baker, CEO / President

Brian Miliate, CFO / Secretary

BAKER ELECTRIC EMPLOYEE STOCK OWNERSHIP TRUST, Owner

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.

April 13, 2023

Juan E. Espindola
 Senior Contract Specialist
 IEEspindola@sandiego.goc

Project: Solar Implementation at Chollas Bldgs. A & B and ETDC

We propose to furnish labor, materials, and equipment to perform the electrical work on the above referenced project for the amount shown below. This pricing is based on the scope of work as described in the RFP dated 01/03/2023 and on the following qualifications and exclusions. This pricing is contingent upon contract terms and conditions being acceptable to Baker Electric. No Addenda are recognized.

PV BASE BID:		
Description:	Price Per Watt:	Amount:
Chollas Buildings A & B: 257.58kW-DC	\$3.46	\$891,533.00
Chollas EDTC: 207.36kW-DC	\$7.37	\$1,528,763.00
Total: 464.94kW-DC:	\$5.21	\$2,420,296.00

ADDITIVE ALTERNATE 01:	
Provide and install Solar 4 America, American made modules in lieu of the Canadian Solar modules included in the PV base bid.	
Description:	Amount:
Chollas Buildings A & B	\$42,172.00
Chollas EDTC	\$38,234.00
TOTAL:	\$80,406.00

ADDITIVE ALTERNATE 02:	
10-year workmanship warranty on the Steel Carport Structures	
<ul style="list-style-type: none"> This warranty does not cover normal wear and tear, damage or failure caused by abuse, vandalism, tampering, material neglect, or natural disaster(s). Excludes any extended warranty on the paint finish. 	
Description:	Amount:
Chollas EDTC: 207.36kW-DC	\$24,196.00

ADDITIVE ALTERNATE 03:	
Preventative Maintenance	
Please see attached narrative for the Preventative Maintenance scope of work.	
Description:	Amount:
Chollas Buildings A & B	
<ul style="list-style-type: none"> Years 1-5 	\$28,475.00
<ul style="list-style-type: none"> Years 6-10 	\$36,342.00
TOTAL - Chollas Buildings A & B:	\$64,817.00
Chollas EDTC	
<ul style="list-style-type: none"> Years 1-5 	\$46,982.00
<ul style="list-style-type: none"> Years 6-10 	\$59,962.00
TOTAL - Chollas EDTC:	\$106,944.00

System sizing, design, and pricing are proprietary and confidential



ADDITIVE ALTERNATE 04:	
Recertification of existing GFCI breaker if it has not been performed in the past 3 years.	
Description:	Amount:
Chollas Buildings A & B: 257.58kW-DC	\$7,138.00
Chollas EDTC: 207.36kW-DC	\$3,569.00
TOTAL:	\$10,707.00

Inclusions & Clarifications:

1. **This proposal is based on installation being executed with Current COVID-19 requirements being observed. Current COVID-19 requirements for this job are as mandated by the City of San Diego.**
2. **Due to many well-known supply chain disruptions, lead times for delivery of equipment, fixtures, and materials are now longer than ever with little success in expediting high priority projects. Based on this current environment, this project may require early procurement of equipment, expedited submittal reviews, shortened review times for all parties, early deliver of such requiring storage costs and additional handling. While Baker Electric is and will be making every effort to mitigate schedule impacts resulting from such there may be conditions beyond our control.**
3. All pricing is based on all areas being awarded concurrently to Baker Electric. Any breakouts provided are for accounting purposes only.
4. Baker Electric warrants the workmanship and installation of the System for (10) years from Final Completion. This warranty does not cover normal wear and tear, damage or failure caused by abuse, vandalism, tampering, material neglect, or natural disaster(s).
5. Proposal includes equipment and material warranties and guarantees set forth in Section 4.10 of the RFP dated 09/21/2022 with the following clarifications; the "15-years on panel racking" is included for the rooftop racking only. *A 1-year warranty is included on the carport steel structures.* **All equipment warranties that exceed the 10-year workmanship warranty consist of equipment replacement value only and any required labor to repair, remove, and/or replace the equipment after year 10 shall be handled on a T&M basis.**
6. Pricing is based on prevailing wage rates.
7. Construction phases will be linear and require no more than one mobilization/demobilization per site.
8. Site will have adequate laydown for storage; we request space for up to four 20' storage container and enough parking spaces for up to 8 vehicles.
9. Site will have sufficient access to the roof; we will require access to load the roof from the ground level with hoisting equipment.
10. Pricing assumes that there will be access to the roof via roof hatch and no scaffolding shall be required.
11. Work will be performed during normal business hours. No primetime work has been included outside of the utility shutdown that may be required for the final connections.
12. Point of interconnection for the EDTC site will be a solar bus tap ahead of the main breaker on the main distribution board.
13. Points of interconnections for the Chollas Buildings A & B will be a dedicated circuit breaker located at the end of the bus bar inside the main distribution board.
14. **Recertification of existing GFCI breaker is assumed to have been performed within the past 3 years.**
15. It is assumed that the existing electrical equipment is sufficiently sized to handle the PV output and no extensive switchgear modification or replacement will be required. It is also assumed that no new Utility Service Drop will be required.
16. Each PV System is designed to connect to a single meter.
17. Provide and install (1) lockable Utility AC disconnect located in close proximity of the utility service location for each PV system.

System sizing, design, and pricing are proprietary and confidential



18. Pricing includes Also Energy PowerTrack System, revenue grade meter, weather station, associated hardware, conduit, and cabling for the data acquisition system (DAS). The customer will be responsible for providing a dedicated internet connection for the 10-year duration of the included 3rd Party monitoring service. Pricing includes conduit and cabling run to the Building Manage System (BMS), final terminations and proprietary BMS equipment that may be required are assumed to be provided and installed by others.
19. The rooftop racking is currently designed utilizing a semi-ballasted system. It is assumed that the roof can handle the additional weight per square foot required to integrate the PV system. Structural upgrades of existing structures and additional seismic attachments are not included in this pricing. Final racking design is subject to engineering approval.
20. Pricing includes NEC 2017 Rapid Shutdown Requirements.
21. The carport structures are currently designed as semi-cantilever carports with a 5-degree tilt and 13'6" clear height on the low end. Assumed bay spacing is 36'. Columns and beams will be paint finish and all purlins will be G60 galvanized. Preliminary layout assumes that the carport locations shown are compatible with CBC, zoning, and any other requirements that may be enforced by the AHJ. Final design is subject to approval and/or change based on engineering, soils testing, and AHJ requirements.
22. Pricing for the EDTC site includes the supply and installation of under-canopy lighting, currently designed as LED strip light, damp location fixtures. The installation of the under-canopy lighting is based on the presumption that existing parking lot lighting circuits can be extended/reused. A quantity of 24 fixtures are included.
23. Removal of existing site light pole fixtures is based on removal of the light pole fixture and base down to grade. Off-site disposal of existing light pole fixtures is specifically excluded from our pricing, poles and fixtures are to be returned to owner after tear down. A quantity of 2 pole fixtures are assumed to be removed.
24. Provide and install the necessary PV modules, providing a similar DC system rating. Modules are subject to availability.
25. Provide and install 480V String inverters. Inverters are subject to availability.
26. Electrical design, engineering, and permits associated with the PV System.
27. Pricing is based upon basic wire management; no aluminum or steel cable trays are included in our design.
28. All feeder and branch circuit wiring shall be THHN-CU per RFP section 6.6.6. Array cabling shall be free-air 2000V PV Wire.
29. All equipment provided by Baker will be rated NEMA 3R for outdoor and NEMA 1 for indoor applications.
30. All conduits shall be installed surface mount, on the exterior of the structures. Underground conduit shall be Schedule 40 PVC. All above grade exterior conduit shall be galvanized rigid conduit (GRC) per RFP section 4.2.6.
31. Pricing is based upon standard soils conditions. A soils test will be required prior to construction. Additional scope requirements and/or unforeseen conditions that may arise as a result of soils testing such as any adverse soil conditions, including rocky, sandy, cementous, caliche, Linda Vista formations, contaminated, ground water, or otherwise problematic construction limitations such as caissons, dewatering, liquefaction, spread footings, drilling, rock blasting, hand digging, etc. are not included in our Pricing and if required shall be addressed on a change order basis.
32. Pricing is based on the use of native backfill in all trenches. No provisions are included for sand or slurry backfill.
33. Depth of all trenches shall be per NEC Code maximum.
34. Existing AC paving conditions are assumed to be 4" AC over 12" base. Existing concrete conditions are assumed to be 4" concrete over compacted native material. No allowances are included for restoration of unforeseen depths or materials.

System sizing, design, and pricing are proprietary and confidential

35. Pricing is based on spot patch back at areas where paving or concrete is disturbed for underground work. No provisions are included for repair, resurface, or re-stripe of *entire* lot.
36. Hardscape patch work is included from joint to joint. It is assumed that creating a trench line in the needed width for the project shall be acceptable.
37. Pricing includes ADA re-striping of three ADA parking spaces.
38. Proposal includes payment and performance bonds per RFP requirements. Bonds are provided on the construction portion of the project. (Preventative maintenance pricing does not include bonds.)
39. Pricing includes Sales Tax.
40. This quotation is valid for (120) days from the date of pricing.
41. NOTICE: THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, Baker Electric will use its best efforts to staff and supply this project to be able to hit the scheduled completion date **but reserves its right to seek an excusable extension of time if Baker Electric or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly.** To the extent that the project is suspended pursuant to the terms of the proposed Contract, we intend to seek additional costs associated with the suspension.

Exclusions:

1. **This proposal assumes that no daily or weekly COVID-19 testing will be required.**
2. Module and Inverter Tariffs.
3. DBE, SBE, DVBE, SLBE, ELBE, MBE, WBE, or DVBE good faith efforts or participation.
4. Participation in an Owner Controller Insurance Program (OCIP) or Wrap Insurance Program (WIP).
5. Civil or Corrosion Engineering.
6. BIM / 3D Modelling.
7. Application/permit fees for modifications to existing conditional use / major use permits.
8. Environmental impact reports (EIR), studies, or fees.
9. Interconnection studies. Interconnection transmission or distribution upgrades.
10. Utility telemetering equipment or high-speed data transmission line requirements.
11. Utility NGOM fees.
12. Civil Hydrologist, Biologist, or Agricultural clearing permit (if required).
13. Street crossing plans or permitting.
14. Formal traffic control plans or permitting.
15. Utility upgrades fees, equipment, and materials.
16. Replacement of existing main switchboard (MSB) or any modifications to bring the electric meter room up to current code or utility provider standards.
17. Modifications or connections to any existing Generator, ATS, or other Emergency bypass power systems.
18. Overcurrent device coordination and arc flash studies.
19. Kiosk display or any required dedicated internet connection for the Data Acquisition System (DAS). Final terminations or any required proprietary equipment for integration into the Building Management System (BMS),
20. Allowances for unforeseen conditions.
21. Extended warranties on any materials or equipment, other than what is stated above.
22. Bird deterrent mesh, bird spikes.
23. Mandrelling of any existing conduits.
24. Erosion Control.
25. Shoring. Trench depths greater than NEC code maximum.
26. Removal and offsite disposal of Petromat.
27. Provisions for dewatering, liquefaction, drilling, rock blasting, hand digging, caissons, spread footings,

System sizing, design, and pricing are proprietary and confidential



- cementous or caliche soils, or Linda Vista formations.
28. Damage to any existing underground utilities not detected by underground location services.
 29. Site grading, clearing, grubbing, tree, tree roots, or landscaping removal, relocation, or restoration.
 30. Additional racking or seismic attachments that may be required by the Authority Having Jurisdiction (AHJ).
 31. Re-roofing. (Pricing includes stanchion flashings required for PV installation.)
 32. Permanent access pathways or walkways for the roof system.
 33. Steam or heat welding, or permanent attachment methods for the slip sheets.
 34. Welded anchors or attachment methods for the PV racking substructure.
 35. Resurfacing or reworking of any gravel rooftops.
 36. Removal, relocation, or additions to any satellite systems, mechanical, HVAC, or gas lines or equipment.
 37. Scaffolding.
 38. Structural upgrades of existing structures.
 39. **Galvanized columns or beams, fascia trim, roof decking, concrete abutments, low profile exposed piers, rebar cages, or column cladding at the PV Structures.**
 40. Supply and installation of EV Charging Station(s).
 41. Off-site disposal of existing site light pole fixtures. They shall be returned to owner after tear down.
 42. Removal or relocation of existing pole fixture lighting on adjacent sites.
 43. Handling, removal, or abatement of toxic or hazardous materials.
 44. Waterproofing of PV modules or racking components. Inter-module waterproof beading.
 45. Permanent chain link fence, array or equipment enclosures. Removal or relocation of any existing perimeter fencing.
 46. Lightning protection, fire sprinkler, fire alarm, CCTV, surveillance, or security systems.
 47. Painting of conduit, j-boxes, electrical or PV equipment.
 48. Plumbing of any kind.
 49. Stainless steel or PVC coated hardware, accessories, or appurtenances.
 50. Vandalism maintenance, tamper resistant hardware.
 51. Preventative maintenance, vegetation management, module washing.
 52. Off hours security.
 53. Virtual Net Metering (NEM-V), Net Generation Output Metering (NGOM).
 54. Any improvements required to bring the properties to current Building Code.
 55. Any provisions for interior ADA improvements or compliance at the Chollas Bldgs. site.
 56. Any provisions for ADA path of travel compliance at the EDTC site such as grading, slope requirements, etc. (Re-stripe of three ADA parking spaces is include.)

Sincerely,



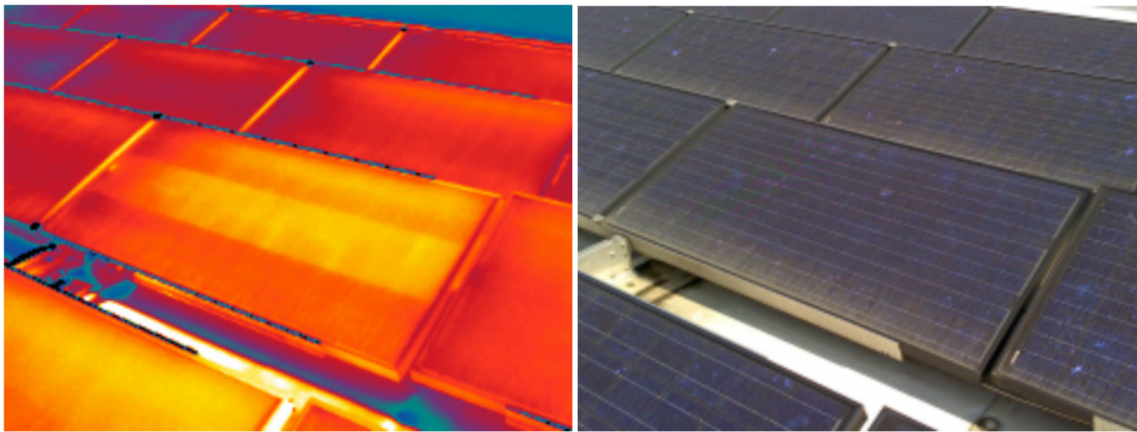
Kathleen Matthews
Senior Estimator – Commercial Solar
Baker Electric & Renewables, LLC

PREVENTATIVE MAINTENANCE

Performance Work Statement

This Performance Work Statement covers all labor, supplies and materials, replacement parts, equipment used to provide the services, transportation to the site, and any other goods and services required to provide preventive and corrective maintenance on this photovoltaic system.

Performance is defined as maintaining the ability of the solar systems to provide power according to specifications and considering solar and temperature conditions as well as de-rated for expected inefficiencies such as dirt on the collector. The intent is to perform preventive maintenance and to replace failed components, and some small degradation of performance is expected over time.



Images from a Baker Electric thermal imaging report

Description of Maintenance Services

A Performance Work Statement is a list of all the services that a service provider is expected to provide. The text below is offered as an example of such a description of work for a commercial installation.

As of the Commencement Date, Owner and Contractor shall provide the Services marked below at the frequency indicated in accordance with the terms and conditions of this Agreement.

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Preventive Maintenance Schedule			
Item	Included	Service Description	Frequency
(1)	Yes	Visual inspection of the solar facility's general site conditions, PV arrays, electrical equipment, mounting structure, animal damage, corrosion, and discolored panels.	Annual
(2)	Yes	Inverter preventive maintenance for each inverter per manufacturer's recommendations.	Annual
(3)	Yes	DC string-level operating current test.	Annual
(4)	Yes	Infrared scans of installed AC/DC PV equipment, including: Inverters, combiners, re-combiners, transformers, disconnects and net generation output meters.	Annual
(5)	Yes	Check calibration expiration on installed meteorological station sensors and meters, including: Pyranometers, anemometers, and temperature sensors.	Annual
(6)	Yes	Document details of preventive maintenance work, such as condition observations, work performed, meter readings, thermal images, and system testing results.	Annual
(7)	Yes	Make recommendations as necessary for roof maintenance, repair or replacement of system components as needed.	Annual

System sizing, design, and pricing are proprietary and confidential



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

In accordance with the requirements of the “Subletting and Subcontracting Fair Practices Act”, Section 4100, of the Public Contract Code (PCC), The Design-Builder is to list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder’s total Bid. The Design-Builder is to list below the portion of the work which will be done by each Subcontractor. The Design-Builder is to list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor is to be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder is to list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [Ⓞ]	WHERE CERTIFIED [Ⓜ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

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

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

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

Form AA05 –Design-Build List of Subcontractors to be Included in the Price Proposal Only

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

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the Public Contract Code (PCC), The Design-Builder is to list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder is to list below the portion of the work which will be done by each Subcontractor. The Design-Builder is to list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor is to be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder is to list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [Ⓚ]	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

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

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

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

Form AA05 -Design-Build List of Subcontractors to be Included in the Price Proposal Only

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY

For credit calculations for City-funded contracts, see Chapter 10 in The WHITEBOOK. For non-City funded contracts, refer to the Funding Agency Provisions. If no indication of the supplier, manufacturer, or non-supplier is provided, listed firm will receive no credit for purpose of calculating the Subcontractor Participation Percentages.

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

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

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

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

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

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

Form AA25 – Design-Build Named Equipment/Material Supplier List to be Included in the Price Proposal Only

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY

For credit calculations for City-funded contracts, see Chapter 10 in The WHITEBOOK. For non-City funded contracts, refer to the Funding Agency Provisions. If no indication of the supplier, manufacturer, or non-supplier is provided, listed firm will receive no credit for purpose of calculating the Subcontractor Participation Percentages.

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

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

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

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

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

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

Form AA25 – Design-Build Named Equipment/Material Supplier List to be Included in the Price Proposal Only

ATTACHMENT I
DESIGN-BUILD AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this 12th day of June, 2023, by and between The City of San Diego [City], a municipal corporation, and **Baker Electric & Renewables LLC** [Design-Builder], for the purpose of designing and constructing the **SOLAR IMPLEMENTATION AT CHOLLAS BLDGS A & B AND SOLAR IMPLEMENTATION AT ETDC**, (Project) in the amount of **Two Million Four Hundred Twenty Thousand Two Hundred Ninety Six Dollars and Zero Cents (\$2,420,296.00)**. The City and Design-Builder are referred to herein as the "Parties".

RECITALS

- A. The City desires to construct the Project located in the City of San Diego, California.
- B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this Agreement.
- C. The City has issued Request for Proposal (RFP) number **K-23-2109-DB1-3-A**, for **SOLAR IMPLEMENTATION AT CHOLLAS BLDGS A & B AND SOLAR IMPLEMENTATION AT ETDC**, pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- F. Execution of this Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

AGREEMENT

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

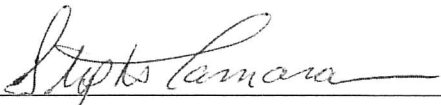
D. Contract Documents. This Contract incorporates the 2021 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2021 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 3-7.2 of The WHITEBOOK and shall follow that order of precedence.


IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code 522.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By 

By 


Print Name: Stephen Samara
Principal Contract Specialist
Purchasing & Contracting Department

Print Name: Dana Furchild
Deputy City Attorney

Date: 6/15/2023

Date: 6/22/2023

CONTRACTOR

By 

Print Name: Ted N. Baker

Title: President

Date: June 12, 2023

City of San Diego License No.: B1974006075

State Contractor's License No.: 161756

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Baker Electric & Renewables LLC, 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 Two Million Four Hundred Twenty Thousand Two Hundred Ninety Six and No/100ths Dollars (\$2,420,296.00) for the faithful performance of the annexed contract, and in the sum of Two Million Four Hundred Twenty Thousand Two Hundred Ninety Six and No/100ths Dollars (\$2,420,296.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

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

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

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

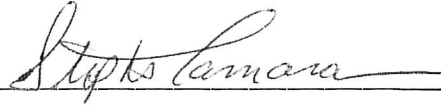
NOW, THEREFORE, if Principal shall faithfully perform said contract, indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, and guarantee that the work will be free of defective materials and workmanship for a period of twelve (12) months following completion of the contract, then this obligation shall be null and void otherwise it shall remain in full force and effect. Any additional warranty or guarantee whether expressed or implied is extended by the Principal or manufacturer only, and the Surety assumes no liability for such a guarantee.


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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By: 

By: 

Print Name: Stephen Samara
Principal Contract Specialist
Purchasing & Contracting Department

Print Name: Dana Fairchild
Deputy City Attorney

Date: 6/15/2023

Date: 6/21/2023

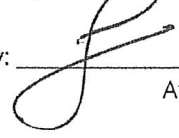
CONTRACTOR

Baker Electric & Renewables LLC

SURETY

Fidelity and Deposit Company of Maryland

By: 

By: 
Attorney-In-Fact

Print Name: Ted N. Baker, President

Print Name: Lawrence F. McMahon, Attorney-in-Fact

Date: June 18, 2023

Date: June 9, 2023

777 S. Figueroa Street, Ste. 3900, Los Angeles, CA 90017
Local Address of Surety

213-270-0600
Local Phone Number of Surety

Premium

9411698
Bond Number

ACKNOWLEDGMENT

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

State of California
County of San Diego

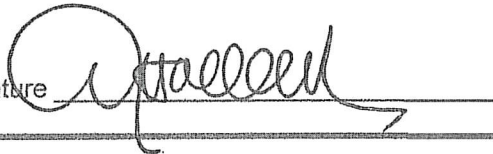
On June 9, 2023 before me, Maria Hallmark, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



ACKNOWLEDGMENT

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

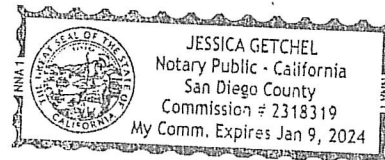
State of California
County of San Diego)

On 6/13/23 before me, Jessica Getchel, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Lawrence F. MCMAHON, Sarah MYERS, Maria GUISE, Ryan E. WARNOCK, Janice MARTIN, Tara BACON, John R. QUALIN, Maria HALLMARK 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 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of July, A.D. 2021.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 12th day of July, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9th day of June, 2023.



By: Brian M. Hodges
Vice President

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

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

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ELECTRONICALLY SUBMITTED FORMS

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

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

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

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

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

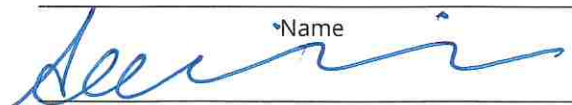
- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

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

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

Contractor Name: Baker Electric & Renewables LLC

Certified By Scott D. Williams Title Executive Vice President


*Name
 Signature

Date 3/3/2023

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Baker Electric and Renewables LLC		Baker Electric	
Street Address	City	State	Zip
1298 Pacific Oaks Place, Escondido		California, 92029	
Contact Person, Title		Phone	Fax
Matt Van Note, Renewables Preconstruction Manager		760.703.2604	N/A

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

* The precise nature of the interest includes:

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

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

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

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

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

* Use Additional Pages if Necessary *

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

Scott D. Williams, Executive
Vice President

3/6/2023

Print Name, Title

Signature

Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted..

DEBARMENT AND SUSPENSION CERTIFICATION
PRIME CONTRACTOR
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

EFFECT OF DEBARMENT OR SUSPENSION
<p>To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible- bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): <i>Bidders</i> and <i>contractors</i> who have been <i>debarred</i> or <i>suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract</i> awards, executing <i>contracts</i>, participating as a <i>subcontractor</i>, employee, agent or representative of another <i>person</i> contracting with the City.</p>

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s).

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

NAME	TITLE
Ted Baker	President/CEO
Brian Miliate	CFO/Secretary
BAKER ELECTRIC EMPLOYEE STOCK OWNERSHIP TRUST	Owner

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

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

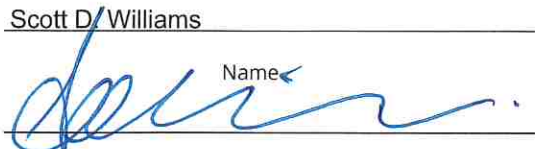
- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: Baker Electric & Renewables LLC

Certified By Scott D/Williams Title Executive Vice President


 Name

Date 3/6/2023

Signature

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

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
M BAR C, Structural Steel	Principal Individual Ownership for all subcontractors
Christian Roofing	may be provided after award.
4 S.T.E.L. ENGINEERING, INC., Structural Engineering	

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Panel Claw, Module Racking	Principal Individual Ownership for all suppliers
Also Energy, Data Acquisition Systems	may be provided after award.

SUBCONTRACTOR SUPPLIER MANUFACTURER

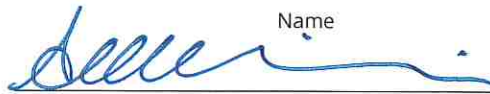
NAME	TITLE
Bob's Crane	Principal Individual Ownership for all suppliers
	may be provided after award.

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Baker Electric & Renewables LLC

Certified By Scott D. Williams Title Executive Vice President

Name


Date 3/6/2023

Signature

USE ADDITIONAL FORMS AS NECESSARY*

DESIGN-BUILD PROPOSAL

1. The undersigned The Design-Builder proposes and agrees, if this Proposal is accepted, to enter into an agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled **SOLAR IMPLEMENTATION AT CHOLLAS BLDGS A & B AND SOLAR IMPLEMENTATION AT ETDC** Design-Build Contract.

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


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

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

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

Dated: 3/3/2023

The Design-Builder: Baker Electric & Renewables LLC

By: 
(Signature)

Title: Scott D. Williams, Executive Vice President

Baker Electric requires the inclusions and exclusion from our proposal be included in the contract documents. Baker Electric looks forward to the opportunity to review and negotiate mutually beneficial terms and conditions of the contract documents if awarded of the project.

PROPOSAL

DESIGN-BUILDER'S GENERAL INFORMATION

To the City of San Diego:

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

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

IF A PARTNERSHIP, SIGN HERE:


- (1) Name under which business is conducted N/A
- (2) Name of each member of partnership, indicate character of each partner, general or special (limited):

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

Full Name and Character of partner

- (4) Place of Business (Street & Number) _____
- (5) City and State _____ Zip Code _____
- (6) Telephone No. _____ Facsimile No. _____
- (7) Email Address _____

IF A CORPORATION, SIGN HERE: Limited Liability Company

- (1) Name under which business is conducted Baker Electric & Renewables LLC
- (2) Signature, with official title of officer authorized to sign for the corporation:


(Signature)
Ted Baker

(Printed Name)
President/CEO

(Title of Officer)

(Impress Corporate Seal Here)

- (3) Incorporated under the laws of the State of California
- (4) Place of Business (Street & Number) 1298 Pacific Oaks Place
- (5) City and State Escondido CA Zip Code 92029
- (6) Telephone No. 760-745-2001 Facsimile No. N/A

(7) Email Address mvnote@baker-electric.com

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION B, C10, C46

LICENSE NO. 161756 EXPIRES May 31st, 2024

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000000466

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): 95-1853701

E-Mail Address: mvnote@baker-electric.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 Ted Baker, President/CEO

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 6th DAY OF March, 2023.

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



(NOTARIAL SEAL)

