

# City of San Diego

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J. Rivera / M. Jirjis Nakasha / N. Alkuree

## PROPOSAL DOCUMENTS 1-Step RFP



**FOR**

## POLICE HQ ELEVATOR MODERNIZATION

RFP NO.: \_\_\_\_\_ **K-23-2124-DB1-3-B**  
SAP NO. (WBS): \_\_\_\_\_ **B-22081**  
CLIENT DEPARTMENT: \_\_\_\_\_ **1914**  
COUNCIL DISTRICT: \_\_\_\_\_ **3**  
PROJECT TYPE: \_\_\_\_\_ **BA**

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

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

**THIS CONTRACT MAY BE SUBJECT TO THE FOLLOWING:**

- PHASED-FUNDING

**PROPOSALS DUE:**


**2:00 PM  
MAY 17, 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

4/18/23

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 **Police HQ Elevator Modernization** 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, Permit, and Construct to modernize the elevators at the Police Department Headquarters Building. Project includes but is not limited to replacement of the following: Control System, Drive, Machines, Machine Guarding, Suspension Ropes, Rope Grippers, Seismic Operation Systems, Emergency Services Contact Capabilities, Intercom, Access Switches, Inspection Run Station, Car Panels, ADA Accessible Communications, Operating Panels, Emergency Lighting, Hall Button Stations, Hall Lanterns, Door Operators, Buffers, Door Protection, Door Restrictors, Door Equipment, Entrance Jamb, Interlocks, Limit Switches, ToeGuards, and Cab Fans. Also included are necessary upgrades to the existing machine room, associated electrical upgrades, and Fire Alarm Upgrades. 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: May 17, 2023 at 2:00 PM.**
5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$2,150,000**.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **B**
7. **CONTRACT PERIOD:** The Project shall be completed within **372 Working Days** from the Notice to Proceed (NTP).
8. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
9. **PHASED FUNDING:** This contract may be subject to phased funding, for Conditions, see Attachment B.
10. **PRE-PROPOSAL MEETING AND SITE VISIT:**

**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 **Thursday, May 4, 2023 at 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: 292 699 947 953

Passcode: rYTsr

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

**Or call in (audio only)**

[+1 323-813-7079,,221169768#](tel:+13238137079,221169768#) United States, Los Angeles

Phone Conference ID: 221 169 768#

[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, submittal requirements, and any Equal Opportunity Contracting Program requirements and reporting procedures.

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

**10.2. PRE-PROPOSAL SITE VISIT:** All those wishing to submit a Proposal 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 Purchasing & Contracting Department, Public Works Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Proposal Site Visit is scheduled as follows:

**Time: 1:00 PM**  
**Date: May 4, 2023**  
**Location: 1401 Broadway,**  
**San Diego, CA 92101**

**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:

- |  |                      |
|--|----------------------|
| <b>12.2.</b> Pre-Proposal Meeting and Site Visit | <b>May 4, 2023</b>   |
| <b>12.3.</b> Proposal Due Date                   | <b>May 17, 2023</b>  |
| <b>12.4.</b> Selection and Notification          | <b>June 19, 2023</b> |
| <b>12.5.</b> Limited Notice to Proceed           | <b>July 20, 2023</b> |

## 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.prismcompliance.com/etc/vendortutorials.htm>

**5.5.3.1.** The City may retain progress payments if:

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

**5.5.3.3.** EOCP reporting is delinquent or inadequate.

**5.5.3.4.** Underpayment has occurred.



## **6. PRE-PROPOSAL ACTIVITIES**

### **6.1. Submission of Questions**

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

[RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)

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

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

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

### **6.2. Revisions to the RFP**

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

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

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

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

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

8. **CHANGES TO THE SCOPE OF WORK:** Once a proposal has been accepted by the City and the award has been made, the Design-Builder shall immediately notify the City in writing of any proposed or anticipated change in the scope, contract amount, or contract time; and shall obtain the City's written consent to the change(s) prior to affecting them. In no event shall the City's consent be construed to relieve the Design-Builder from its duty to render all work and services in accordance with applicable laws and accepted industry standards
9. **DESIGN SUBMITTALS:** The City's review of the Design-Builder's Design Submittals shall not relieve the Design-Builder from its responsibilities under the Contract, or be deemed to be an acceptance or waiver by City of any deviation from, or of the Design-Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for acceptance by the Design-Builder and accepted by City. Where approval or acceptance by City is required, it is understood to be general approval only, and does not relieve the Design-Builder of responsibility for complying with all applicable laws and good professional practices as the Design-Builder shall be the Engineer of Record.
10. **BONDS AND INSURANCE:** Prior to the award of the Contract (or Task Order), the Design-Builders shall submit evidence of separate bonds and insurance as specified in Section 5-4, "INSURANCE," of the City's standard specifications for public works constructions unless specified otherwise in the Contract Documents.
11. **SUBMITTAL REQUIREMENTS: PROPOSALS MUST BE RECEIVED NO LATER THAN THE DUE DATE AND TIME.** Proposals may be withdrawn by the Design-Builder only up to the proposal due date and time.

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

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

- Legal name of company.
- Legal form of entity (partnership, corporation, joint venture, or other). If joint venture, identify the members of the joint venture, and provide all information required under this section for each member.
- Year of establishment of entity.
- If company is subsidiary of a parent company, identify the parent company.
- Address of main office.

- Address of San Diego satellite office if applicable.
- Contact information for firm, including name, title, email address and telephone number.
- Number of employees in San Diego County.
- Applicable License(s):
- City of San Diego Business License Number, including expiration date.
- State Contractor's License Number including expiration date, and all classifications. Professional Engineering/Architect License Number, including expiration date.
- Failure to provide all required information may result in the Proposal being considered non-responsive and ineligible for further consideration.

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

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

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

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

## **11.2. PRICE PROPOSAL REQUIREMENTS**

**11.2.1.** A clearly marked, signed PDF of the Price Proposal is to be submitted in a separate PDF. This **is not** to be included with the Technical proposal. Refer to Attachment H of this RFP for any Price Proposal forms required to be used.

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

- 11.2.3. The lowest proposed price is not the determining factor for award of this contract. See Attachment G for the criteria by which the proposals will be evaluated.
- 11.2.4. In the event of any discrepancies, written numbers will govern over numerical. Also, the sum of all lump sum line items, unit price line items, allowance line items and any other priced items will govern over the "Total Design-Build Proposal" line item.
- 11.2.5. The required EOCP information such as Subcontractor and Supplier listings shall be submitted as part of the Price Proposal.

## 12. SELECTION CRITERIA AND SCORING

- 12.1. An evaluation Panel comprised of representatives from the City will be established for this Project. The Panel may also include other interested parties such as additional participating agencies, representative from the community and other appropriate agencies such as the State Water Resource Control Board.
- 12.2. Proposals will be ranked according to the selection criteria set forth in Attachment G.
- 12.3. The Panel will review all proposals received. Interviews or presentations will be conducted as needed in accordance with Attachment G.
- 12.4. Based upon this technical review, the Panel will rank the Design-Builders' proposals in accordance with the selection criteria set forth in Attachment G of this RFP.
- 12.5. Once the Technical Proposals have been ranked by the Panel, the Design-Builders' price proposals will be made available to the panel and forwarded to EOCP for review and scoring of subcontractor participation. The EOCP score will then be added to the Design-Builders' cumulative scores.

## 13. SUBCONTRACTOR INFORMATION:

- 13.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 3-2, "SELF-

PERFORMANCE”, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

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

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

## **14. AWARD**

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

**14.2.** The City will announce in writing to all the RFP participants the selected Design-Builder. The announcement will show the results of the evaluation. This notification to the Design-Builders shall constitute the public announcement of the selected Design-Builder. In the event that the selected Design-Builder is subsequently deemed non-

responsive or non-responsive, 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 NANES” in the SSP and as modified by the Scope of Work ATTACHMENT A.
- 15.6. Subcontract Limitations.** The Design-Builder’s attention is directed to Standard Specification for Public Works Construction, Section 3-2, “SELF-PERFORMANCE”, which requires the Design-Builder to perform not less than the specified amount under this RFP. Failure to comply shall render the Proposal non-responsive.
- 15.7. San Diego Business Tax Certificate.** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
- 15.8. City Standard Provisions.** The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.
- 15.8.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
  - 15.8.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
  - 15.8.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
  - 15.8.4.** The City of San Diego’s Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
  - 15.8.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
  - 15.8.6.** The City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
  - 15.8.7.** The City’s Information Security Policy (ISP) as defined in the City’s Administrative Regulation 90.63.
- 15.9. Prevailing Wage Rates Apply:** Refer to Attachment D.

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

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

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### 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**

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### **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**

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### **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**

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### **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**

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### **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**

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### **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 AND SCOPE OF WORK**

## ATTACHMENT A

### PROJECT DESCRIPTION AND SCOPE OF WORK

#### 1. **Project Description:**

The San Diego Police Headquarters (Central Division) Building has nine (9) floors that include two (2) levels of parking. It is generally used as office spaces for the Police Chief and staff for administrative, investigative, and maintenance functions. The building also has a laboratory, storage areas, and off-street parking. The Project proposes to modernize the four (4) existing elevators inside the building due to failures from age. The elevators serve all floors including two (2) levels of parking.

This project consists of the full modernization of four (4) passenger elevators within the Police HQ building located in Downtown San Diego. All new equipment will be contained within the existing building. Any demolition activities will be limited to the elevator shaft and lobbies on each floor. Staging area will be limited to the existing parking lot and shall not take up more than 1000sqft. No excavation, trenching, grading, or other ground-disturbing activities are required for construction of the Project.

The Project is located at 1401 Broadway, San Diego, CA 92101 within the Downtown Community Planning Area (Council District 3).

#### 2. **Scope of Work:**

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

**2.1 POLICE HQ ELEVATOR MODERNIZATION:** The Modernization involves removing and replacing elevator components, including but not limited to:

- 2.1.1.** Installation of a new Elevonic control system (or equivalent) that is a digital closed-loop microprocessor-based control system. The RSR Plus® software dispatches elevators based upon real-time response to actual demands on the elevator group. The software is designed to maintain optimum elevator system performance by evaluating and reassigning hall calls quickly in response to changes in elevator demand or performance.
- 2.1.2.** Installation of a new regenerative drive
- 2.1.3.** New gearless machines
- 2.1.4.** New machine guarding
- 2.1.5.** New Hoistway Suspension Ropes
- 2.1.6.** New Rope Gripper or dual machine brakes
- 2.1.7.** Installation of new Seismic Operation System, including Counterweight Displacement Devices and Seismic Switch
- 2.1.8.** New Emergency Service and Intercom, adhering to code ASME A17.1,
- 2.1.9.** New Hoisway Access Switches
- 2.1.10.** New inspection run station

- 2.1.11. New Car Operating Panels, 2 Qty per car to match existing
- 2.1.12. New ADA Accessible communications,
- 2.1.13. New Car Position Indicators (Digital LED Style in Car Operating Panels)
- 2.1.14. New Emergency Car Lighting, providing illumination for up to 4 hours
- 2.1.15. New hall button stations, new hall surface mounted combination hall lanterns/position indicators on every floor.
- 2.1.16. New rollers for Car Guides and Counterweight Guides
- 2.1.17. New Car door operators, buffers, door protection, door restrictor devices, door equipment, Hoistway entrance jambs signs in braille, interlocks, limit switches, Travelling Cables, toe guards, and cab fans.
- 2.1.18. One (1) inspection per elevator included
- 2.1.19 Also included in scope will be upgrading the existing machine room(s), associated electrical systems, sprinkler system, and life safety systems to comply with building code sections affected by elevator upgrades. The supplementary scope can be described as follows:

**2.1.19.1 Electrical Upgrade:**

1. Elevator Machine Room:
  - Replace all existing receptacles to GFI
  - Replace (4) existing lights with (8) vapor proof, 2-lamp, and T8 insta- start fixture.
  - Add (4) 30A, 240V, knife switch fused disconnect for elevator cab lights. And relocating circuits for cars 3 & 4
  - Add (4) 3 phase 208V disconnects and fuses feeding elevator.
  - Rework Conduit / wire to refeed elevator controller.
2. Each Elevator Pit:
  - Replace existing receptacle to GFI
  - Replace (1) existing light with vapor proof, 2-lamp, and T8 insta-start fixture

**2.1.19.2 Fire Alarm Upgrade**

1. Relocate existing fire alarm relays to be within 3' of elevator controller
2. Misc. Conduit and Material

3. Test Elevator recall functions with California State Elevator Inspector

**2.1.19.3 Fire Alarm General Information for Air Sampling System for Elevator Hoist way Detection**

1. Provide and install (4) XAS Air Sampling Smoke Detection System in 18x18" Nema 4R Outdoor Rated Electrical Box
2. Provide and install (4) power supply for the XAS
3. Provide and install air sampling piping from XAS to elevator hoist way
4. Provide and install (4) addressable monitor modules and smoke detectors
5. Program new XAS system into existing fire alarm system
6. Test elevator recall functions with California State Elevator Inspector
7. Fire Caulk all penetrations into elevator hoist way

**2.1.20 ADA Upgrades triggered by improvements upon the Elevator, including:**

- Thresholds in elevator lobbies and/or in paths of egress that do not comply with provisions of Access Law. Paths of egress to consider shall be limited from entrance of the building to elevator lobbies.
- All new elevator components shall comply with provisions of Access Law.

**2.1.21 Additive Alternate A: Overspeed Governors and Ropes**

**ATTACHMENT B**  
**PHASED FUNDING PROVISIONS**

## PHASED FUNDING SCHEDULE AGREEMENT

The particulars left blank below, such as the total number of phases and the amounts assigned to each phase, will be completed with funding specific information from the Pre-Award Schedule and Construction Cost Loaded Schedule submitted to and approved by the City.

**BID NUMBER:** \_\_\_\_\_

**CONTRACT OR TASK TITLE:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

Funding Phase	Phase Description	Phase <u>Start</u>	Phase <u>Finish</u>	Not-to- Exceed Amount
1				\$
2				
3				
Contract Total				\$

**Notes:**

- 1) WHITEBOOK section 7-3.10, "Phased Funding Compensation" applies.
- 2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- 3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by written modifications to the CONTRACT.

**CITY OF SAN DIEGO**

PRINT NAME: \_\_\_\_\_

**Construction Senior Engineer**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

**Design Senior Engineer**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR**

PRINT NAME: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT 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 it's duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
    - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.



- ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
  - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
  - iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
  - v. When you demonstrate to the City or 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 10<sup>th</sup> 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 1<sup>st</sup> 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 \$1,500,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
  - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
  - b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
  - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
2. Contracts Valued over \$1,000,000 and under \$1,500,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
  - a) 5% bid discount for SLBE-ELBE firms.
  - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.
  - c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.



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

**E. JOINT VENTURES.**

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

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

**F. MAINTAINING PARTICIPATION LEVELS.**

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

City may declare you in default and will be considered grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

**G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.**

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":

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

<b>Holiday</b>	<b>Observed On</b>
Juneteenth	June 19

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

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

### **SECTION 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.

### **SECTION 4 - CONTROL OF MATERIALS**

**4-3.6 Preapproved Materials.** To the "WHITEBOOK", ADD the following:

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

**4-6 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.

## SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

**6-6.1 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 a **Notice of Exemption** for **Police HQ Elevator Modernization**, Project No. **B-22081.02.06**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.
2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

## SECTION 7 – MEASUREMENT AND PAYMENT

**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 EXEMPTION**

**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:** Police HQ Elevator Modernization

**WBS No.:** B-22081.02.06

**Project Location-Specific:** The project is located at 1401 Broadway, San Diego, CA 92101 within the Downtown Community Planning Area (Council District 3).

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

**Description of nature and purpose of the Project:** The project includes full modernization of four (4) passenger elevators within the Police Headquarters building located in Downtown San Diego. The modernization involves removing and replacing elevator components such as: control system, drive, machines, machine guarding, suspension ropes, rope grippers, seismic operation systems, emergency services contact capabilities, intercom, access switches, inspection run station, car panels, Americans with Disabilities Act accessible communications, operating panels, emergency lighting, hall button stations, hall lanterns, door operators, buffers, door protection, door restrictors, door equipment, entrance jamb, interlocks, limit switches, toe guards, and cab fans.

All new equipment will be contained within the existing building. Any demolition activities will be limited to the elevator shaft and lobbies on each floor. The staging area will be limited to the existing parking lot. No excavation, trenching, grading, or other ground-disturbing activities are required for construction of the project.

**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: Mayra Medel, Senior Planner  
Email/Phone No.: MMedel@sandiego.gov / (619) 533-4603  
525 B Street, Suite 750 (MS 908A), San Diego, CA 9210

Exempt Status: (CHECK ONE)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project:
- Categorical Exemption: 15301(a) and (d) [Existing Facilities]
- Statutory Exemptions: State section number

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 (a) and (d) [Existing Facilities], which allows for the operation, repair, maintenance, or minor alteration of existing public structures, facilities and mechanical equipment, involving negligible or no expansion of existing or former

use, such as the full modernization of four (4) passenger elevators proposed by the project; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Mayra Medel

Telephone: (619) 533-4603

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*

7/19/22

Carrie Purcell, Assistant Deputy Director

Date

Check One:

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

Date Received for Filing with County Clerk or OPR:

**APPENDIX B**

**RESERVED**

**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**

City of San Diego, CM&FS Div., 9753 Chesapeake Drive, SD CA 92123

**Project Name:**

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#: Fax#:

**Contractor's Name:**

Contractor's Address:

Contractor's Phone #:

Contractor's fax #:

Contact Name:

**Invoice No.**

**Invoice Date:**

Billing Period: ( To )

Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date	
		Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1					\$ -		\$ -		\$ -	0.00%	\$ -
2					\$ -		\$ -		\$ -	0.00%	\$ -
3					\$ -		\$ -		\$ -	0.00%	\$ -
4					\$ -		\$ -		\$ -	0.00%	\$ -
5					\$ -		\$ -		\$ -	0.00%	\$ -
6					\$ -		\$ -		\$ -	0.00%	\$ -
7					\$ -		\$ -		\$ -	0.00%	\$ -
8					\$ -		\$ -		\$ -	0.00%	\$ -
5					\$ -		\$ -		\$ -	0.00%	\$ -
6					\$ -		\$ -		\$ -	0.00%	\$ -
7					\$ -		\$ -		\$ -	0.00%	\$ -
8					\$ -		\$ -		\$ -	0.00%	\$ -
9					\$ -		\$ -		\$ -	0.00%	\$ -
10					\$ -		\$ -		\$ -	0.00%	\$ -
11					\$ -		\$ -		\$ -	0.00%	\$ -
12					\$ -		\$ -		\$ -	0.00%	\$ -
13					\$ -		\$ -		\$ -	0.00%	\$ -
14					\$ -		\$ -		\$ -	0.00%	\$ -
15					\$ -		\$ -		\$ -	0.00%	\$ -
16					\$ -		\$ -		\$ -	0.00%	\$ -
17	Field Orders				\$ -		\$ -		\$ -	0.00%	\$ -
	<b>CHANGE ORDER No.</b>				\$ -		\$ -		\$ -	0.00%	\$ -
					\$ -		\$ -		\$ -	0.00%	\$ -
Total Authorized Amount (including approved Change Order)					\$ -		\$ -		\$ -	<b>Total Billed</b>	\$ -

**SUMMARY**

A. Original Contract Amount	\$ -
B. Approved Change Order #00 Thru #00	\$ -
C. Total Authorized Amount (A+B)	\$ -
D. Total Billed to Date	\$ -
E. Less Total Retention (5% of D)	\$ -
F. Less Total Previous Payments	\$ -
<b>G. Payment Due Less Retention</b>	<b>\$0.00</b>
H. Remaining Authorized Amount	\$0.00

I certify that the materials  
have been received by me in  
the quality and quantity specified

\_\_\_\_\_  
Resident Engineer

\_\_\_\_\_  
Construction Engineer

**Retention and/or Escrow Payment Schedule**

Total Retention Required as of this billing (Item E)	\$0.00
Previous Retention Withheld in PO or in Escrow	\$0.00
<b>Add'l Amt to Withhold in PO/Transfer in Escrow:</b>	<b>\$0.00</b>
<b>Amt to Release to Contractor from PO/Escrow:</b>	

Contractor Signature and Date: \_\_\_\_\_

NOTE: CONTRACTOR TO CALCULATE TO THE 2ND DECIMAL PLACE.

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**

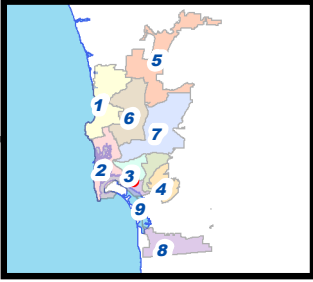
**PD HQ ELEVATOR MODERIZATION**

PREDESIGN  
SENIOR ENGINEER  
RYAN GREEK  
(619) 533-3767

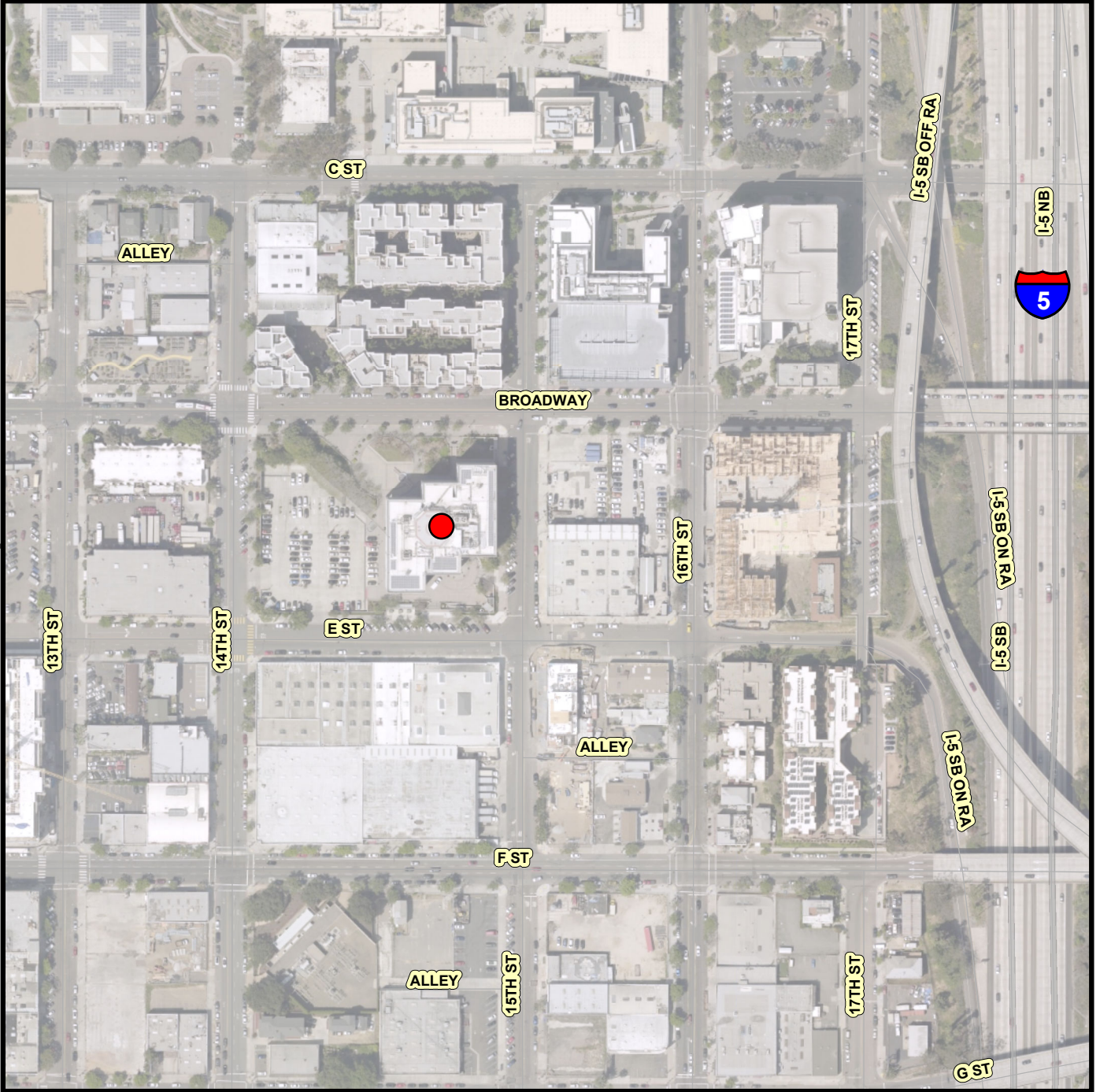
PREDESIGN  
PROJECT MANAGER  
MARIO REYES  
(619) 533-5126

PREDESIGN  
PROJECT ENGINEER  
SAIF SALOMY  
(619) 533-5251

PREDESIGN  
DRAFTER  
HERMAN CASTILLO  
(619) 533-3842



PREDESIGN LOCATION MAP



**Legend**

 Project Location



No Scale

Document Path: \\ad\dfs\FWD-Shared\PTTS\PTTS-CIP- Preliminary-Engineering-and-Program-Coordination\PUd PE Active\PD HQ Elevator Modernization\Drafting\Location Map\Location Map.mxd



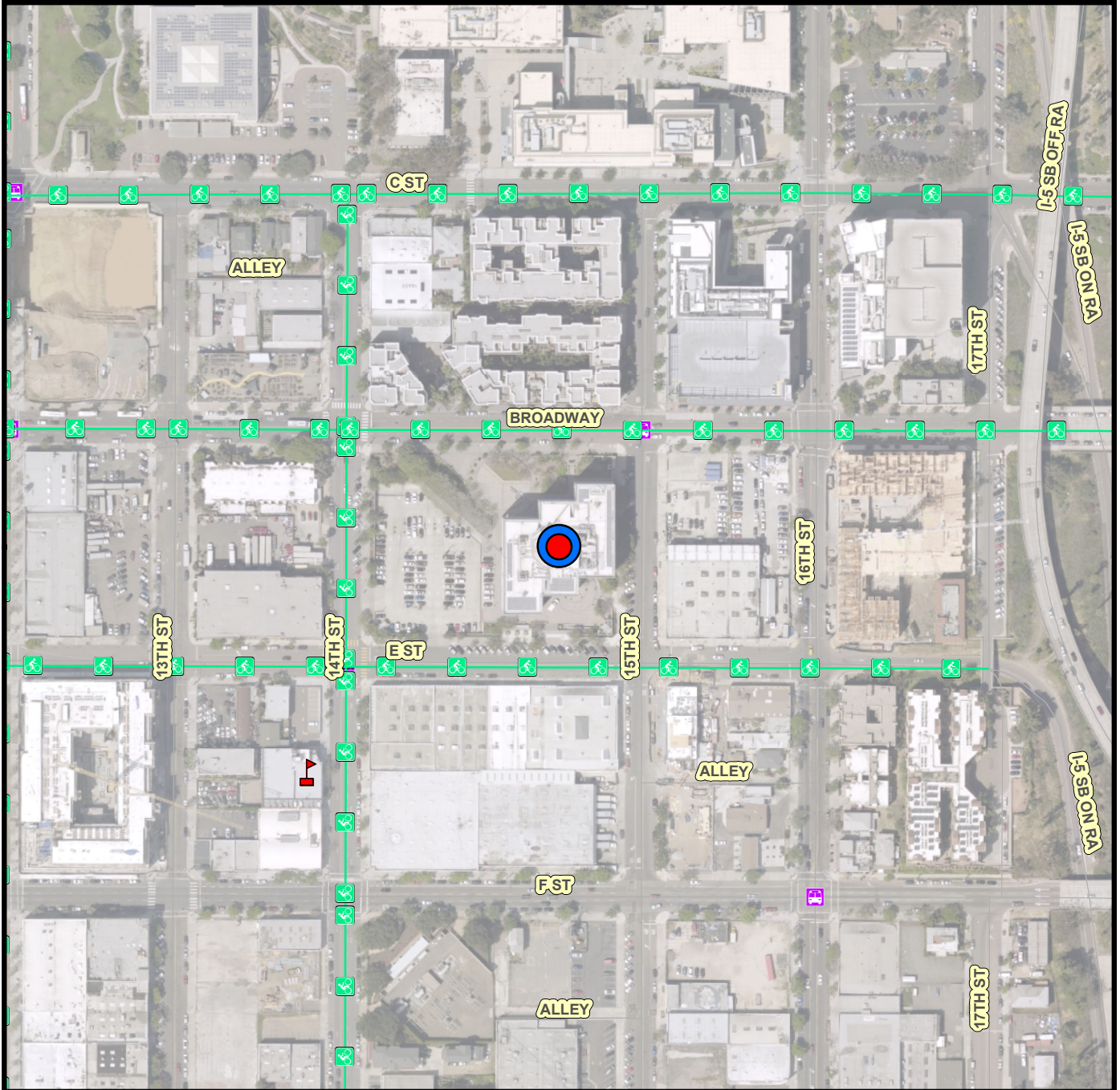
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**APPENDIX F**  
**CONSTRAINT MAP**









# PD HQ ELEVATOR MODERNIZATION

## PREDESIGN CONSTRAINTS MAP



### Legend

-  Project Location
-  Fire Station
-  Schools
-  Proposed Bike Path
-  Bus Stops
-  Hospitals - None

- Right of Way Conflict - None
- Water Shed Area - San Diego Bay
- MHPA Multiple Habitat Planning Area - None
- Historical Districts Proposed or Existing - None
- Historical Districts Names - None
- Holiday Shopping Moratorium - None
- Summer Beaches Moratorium - None
- Steep Slopes - None
- City of Villages - None
- Church - None



Document Path: \\sd\dfs\IPWD-Shared\PITS\PITS-CIP-Preliminary-Engineering-and-Program-Coordination\PUD PE Active\PD HQ Elevator Modernization\Drafting\Constraints Map\Constraints Map.mxd

Date: 12/28/2021



PROGRAM & PROJECT DEVELOPMENT DIVISION

Police HQ Elevator Modernization  
RFP No. K-23-2124-DB1-3-B

84 | Page  
Last updated by: HCastillo on 12/28/2021 at 8:15:55 AM

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**APPENDIX G**

**LEAD AND ASBESTOS EVALUATION**

**CITY of SAN DIEGO  
WORK REQUEST FOR ASBESTOS, LEAD & MOLD PROGRAM**

Department Engineering & Capital Projects Dept.# 2112 Division Program & Project Development  
Work Requested By Saif Salomy MS# 908 Phone 619-533-5251  
Facility # 001485 Facility Name/Address Headquarters 1401 Broadway SD  
F0626  
Year of Construction: 1980s Plans Attached?  YES  NO Target Start: January 24, 2022


**Provide a description and location of the activities you plan on conducting:**

Primary Funding for design, permitting, and construction. Project includes but is not limited to replacement of the following: Control System, Drive, Machines, Machine Guarding, Suspension Ropes, Rope Grippers, Seismic Operation Systems, Emergency Services Contact Capabilities, Intercom, Access Switches, Inspection Run Station, Car Panels, ADA Accessible Communications, Operating Panels, Emergency Lighting, Hall Button Stations, Hall Lanterns, Door Operators, Buffers, Door Protection, Door Restrictors, Door Equipment, Entrance Jamb, Interlocks, Limit Switches, Toe Guards, and Cab Fans.

Open Internal Order or WBS# to ALMP for labor cost. ALMP Business Area 2115; Fund 100000; Revenue Acct 424071. The following accounting numbers are for laboratory, abatement, and/or other NPE. Request estimate if needed.

**Accounting Numbers:** \_\_\_\_\_  
Cost Center Fund G/L Internal Order/WBS # B22081

I have the authority to authorize ALMP to bill hourly inspection labor and laboratory expenses to the accounting numbers above for work related to this project.


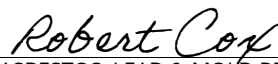
Signature  Saif Salomy Title Assistant Engineer-Civil Date 01/06/2022  
Print Name Saif Salomy Div. Analyst Name Jeff Guzman

**FOR OFFICE USE ONLY**

Date Received 1/6/2022 Inspector Brad Blondet

Records/Inspection Information No asbestos or lead concentrations found in the proposed work areas.

Impact on Project No impact on the project, but please keep a copy of the report dated January 28, 2022  
on site while the work is being performed.

 1/28/22  for 1/31/2022  
ASBESTOS, LEAD & MOLD PROGRAM INSPECTOR DATE ASBESTOS, LEAD & MOLD PROGRAM MANAGER DATE

**Asbestos, Lead & Mold Program**

**LIMITED INSPECTION REPORT  
ASBESTOS AND LEAD**

*for*

**POLICE HEADQUARTERS - FACILITY #1485/F0626  
ELEVATOR MODERNIZATION**

*January 28, 2022*

Prepared by:



Wm. Brad Blondet  
Asbestos, Lead & Mold Program Inspector  
CA CSST #99-2689  
CDPH Lead S/IA/PM #1386/1387/1388

Reviewed by:



Robert Cox  
Asbestos, Lead & Mold Program Supervisor  
CA Asbestos Consultant #18-6345  
CDPH Lead IA/PM #2243/2242

City of San Diego  
Environmental Services Department  
Disposal and Environmental Protection Division  
Asbestos, Lead & Mold Program  
9601 Ridgehaven Court, Ste. 310  
San Diego, CA 92123  
Tel: (858) 492-5086  
Fax: (858) 492-5041

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## 1. Overview

An Inspector from the City of San Diego's Environmental Services Department, Asbestos, Lead and Mold Program (ALMP) performed an inspection of the Police Headquarters elevators (facility #1485/F0626) located at 1401 Broadway, San Diego CA 92101 for asbestos and lead, on January 20, 2022.

**PROJECT OVERVIEW:** The elevator systems will be modernized in the control room and shaft.

The ALMP Inspector that performed the inspection possesses a current State of California Division of Occupational Safety and Health (DOSH) Site Surveillance Technician credential, State of California Lead Inspector/Risk Assessor credential and has maintained his certificate for the Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA) Building Inspector course included in Attachment #3.

In the event, that asbestos or lead containing materials are detected and may be impacted by the PROJECT, ALMP will provide the required abatement specification for the PROJECT to the requesting department. The contractor is to verify locations, quantities and condition of all asbestos containing material (ACM) and lead before work begins.

## 2. Laboratory Information

The City of San Diego contracts with the laboratories that are listed below. All samples collected as part of this inspection were submitted to and analyzed by either:

HM Pitt Labs, Inc., 9590 Chesapeake Dr., Suite 5 San Diego, CA 92123 (619) 474-8548	EMSL Analytical, Inc. 8145 Ronson Road, Suite B San Diego, CA 92111 (858) 499-1303
--	---

HM Pitt Labs, Inc. and LA Testing maintain accreditations for asbestos analysis under the National Voluntary Laboratory Accreditation Program (NVLAP) and the California Department of Public Health Service's Environmental Laboratory Accreditation Program (ELAP). Asbestos content analysis was conducted in accordance with methods specified in Appendix E, Subpart E, 40 CFR 763- "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (EPA-600/M4-82-020 Dec. 1982) as Modified by "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116 July 1993).

## 3. Summary of Asbestos Containing Materials (ACM)

This inspection was conducted to identify any asbestos containing material that may be impacted as part of this PROJECT. All tested materials that are to be impacted as part of this PROJECT are negative for asbestos, as listed in Attachment #1.

Due to the non-destructive nature of the inspection materials within interstitial spaces such as wall cavities, pipe chases and above ceilings may not have been tested. If suspect materials are encountered during PROJECT activities and are not listed in Attachment #1 of this report, work must stop immediately and the ALMP contacted so additional testing can be performed.

#### **4. Summary of Lead Paint**

Paint containing lead in excess of 1.0 mg/cm<sup>2</sup> or 5,000 mg/kg is considered lead-based paint. The City of San Diego's Lead Hazard Control Ordinance requires the use of Lead Safe Work Practices when disturbing paint that contains above 0.5 mg/cm<sup>2</sup> or 1,000 mg/kg lead.

All painted surfaces in the proposed work area are in intact condition.

All results were below the levels that would classify the paint as "Lead Based Paint" and Lead Safe Work Practices are not required. A complete list of components tested for lead can be found in Attachment #2 of this report.

#### **5. Attachments**

1. Asbestos Sample Logs and Laboratory Reports
2. Lead XRF Readings
3. Inspector Certifications
4. Site Diagram
5. CDPH 8552

**Attachment # 1**

**ASBESTOS SAMPLE LOGS & LABORATORY REPORTS**



# EMSL Analytical, Inc.

8145 Ronson Road, Suite B San Diego, CA 92111

Tel/Fax: (858) 499-1303 / (858) 499-1304

<http://www.EMSL.com> / [sandiegolab@emsl.com](mailto:sandiegolab@emsl.com)

EMSL Order: 432200568

Customer ID: SAND52

Customer PO:

Project ID:

**Attention:** W. BRAD BLONDET  
City of San Diego  
Environmental Svcs Dept/ES & EP Division  
9601 Ridgehaven Court, Suite 310  
San Diego, CA 92123

**Phone:**  
**Fax:** (858) 492-5089

**Received Date:** 01/20/2022 2:48 PM

**Analysis Date:** 01/27/2022

**Collected Date:**

**Project:** 59070

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
59070 - B - 01 <small>432200568-0001</small>	SHAFT / FIREPROOFING	Beige Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
59070 - B - 02 <small>432200568-0002</small>	SHAFT / FIREPROOFING	Beige Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
59070 - B - 03 <small>432200568-0003</small>	SHAFT / FIREPROOFING	Beige Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
59070 - B - 04 <small>432200568-0004</small>	SHAFT / DRYWALL	White Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
59070 - B - 05 <small>432200568-0005</small>	SHAFT / DRYWALL	White Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
59070 - B - 06 <small>432200568-0006</small>	SHAFT / DRYWALL	White Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
59070 - B - 07-Drywall <small>432200568-0007</small>	ELEVATOR HOUSE / DRYWALL AND TAPE	White Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
59070 - B - 07-Tape <small>432200568-0007A</small>	ELEVATOR HOUSE / DRYWALL AND TAPE	Gray Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
59070 - B - 08-Drywall <small>432200568-0008</small>	ELEVATOR HOUSE / DRYWALL AND TAPE	White Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
59070 - B - 08-Tape <small>432200568-0008A</small>	ELEVATOR HOUSE / DRYWALL AND TAPE	Gray Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
59070 - B - 09-Drywall <small>432200568-0009</small>	ELEVATOR HOUSE / DRYWALL AND TAPE	White Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
59070 - B - 09-Tape <small>432200568-0009A</small>	ELEVATOR HOUSE / DRYWALL AND TAPE	Beige Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
59070 - B - 10 <small>432200568-0010</small>	DUST IN SHAFT	Black Non-Fibrous Homogeneous	2% Cellulose 2% Glass	96% Non-fibrous (Other)	None Detected





# EMSL Analytical, Inc.

8145 Ronson Road, Suite B San Diego, CA 92111

Tel/Fax: (858) 499-1303 / (858) 499-1304

<http://www.EMSL.com> / [sandiegolab@emsl.com](mailto:sandiegolab@emsl.com)

**EMSL Order:** 432200568  
**Customer ID:** SAND52  
**Customer PO:**  
**Project ID:**

Analyst(s)

*Dalia Rodriguez (4)*

*Eric Sun (9)*

Riva Alger, Laboratory Manager  
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. San Diego, CA NVLAP Lab Code 200855-0, CA ELAP 2713, HI L-09-03

Initial report from: 01/27/2022 17:52:28

ASB\_PLM\_0008\_0001 - 1.78 Printed: 1/27/2022 2:52 PM

Project # 59070 Sampled by: Wm. Brad Blondet Sampled Date: 01/20/2022 Page 1 of 1

Laboratory: <u>EMSL</u>	Turnaround Time: <input type="checkbox"/> 2 HOUR <input type="checkbox"/> 24 HOUR <input type="checkbox"/> 48 HOUR <input type="checkbox"/> 72 HOUR <input checked="" type="checkbox"/> 5 DAY <input type="checkbox"/> OTHER: _____
-------------------------	--

The receiving Laboratory is required to complete the following:

- All Invoices are to be sent to: [ALMP@Sandiego.gov](mailto:ALMP@Sandiego.gov) or City of San Diego, ESD, ALMP, 9601 Ridgehaven Court, Suite 310 San Diego, CA 92123
- Lab reports/invoices are to contain the Project Number listed above. Do not include Purchase Order Numbers on Invoices
- Email report to: WBlondet@sandiego.gov

Lab Number	Sample No.	*Type of Sampling	Location/Material	Media	Time On	Time Off	Flow <sub>int</sub> (LPM)	Flow <sub>final</sub> (LPM)	Flow <sub>avg</sub> (LPM)	Volume/ Area	Analyses Requested	*Type of Sampling:	In Work Area (IWA) Risk Assessment (RA)	Outside Work Area (OWA) Neg. Air Exhaust (NAE)	Clearance (C) Survey (S)	Baseline (B) Waste Characterization (WC)	
	-B-01	S	Shaft /Fireproofing	Bulk													PLM
	-B-02	S	Shaft /Fireproofing	Bulk													PLM
	-B-03	S	Shaft /Fireproofing	Bulk													PLM
	-B-04	S	Shaft /Drywall	Bulk													PLM
	-B-05	S	Shaft /Drywall	Bulk													PLM
	-B-06	S	Shaft /Drywall	Bulk													PLM
	-B-07	S	Elevator House /Drywall and Tape	Bulk													PLM
	-B-08	S	Elevator House /Drywall and Tape	Bulk													PLM
	-B-09	S	Elevator House /Drywall and Tape	Bulk													PLM
	-B-10	S	Dust in shaft	Bulk													PLM

NOTES: \_\_\_\_\_

*Received*

Relinquished by (Print name): <u>Wm. Brad Blondet</u> Signature: <u>[Signature]</u> Date/Time: <u>1 / 20 / 2022</u>	Relinquished by (Print name): <u>Kim Johnson - EMSL SD</u> Signature: <u>[Signature]</u> Date/Time: <u>1/20/2022 @ 2:48 pm</u>
Relinquished by (Print name): _____ Signature: _____ Date/Time: _____	Relinquished by (Print name): _____ Signature: _____ Date/Time: _____

**Attachment # 2**

**LEAD XRF RESULTS**

ALMP XRF RESULTS  
 San Diego Police Department Headquarters (Facility 1485/F0626),  
 1401 Broadway, San Diego CA 92101

Reading No	Time	MODE	LOCAT.	ROOM	SIDE	COMPONENT	COND.	SUBST.	COLOR	FLR.	Results	PbC	Units
1	1/20/2022 8:35											3.14	cps
2	1/20/2022 8:36	K & L				CALIB. CHECK					Negative	0.9	mg / cm ^2
3	1/20/2022 8:37	K & L				CALIB. CHECK					Negative	0.9	mg / cm ^2
4	1/20/2022 8:38	K & L				CALIB. CHECK					Negative	0.9	mg / cm ^2
5	1/20/2022 9:04	Std.	SDPDHQ	ELEVATOR SHAFT	A	FRAME	INTACT	METAL	BLACK	7	Negative	0.03	mg / cm ^2
6	1/20/2022 9:04	Std.	SDPDHQ	ELEVATOR SHAFT	A	FRAME	INTACT	METAL	BLACK	7	Negative	0	mg / cm ^2
7	1/20/2022 9:05	Std.	SDPDHQ	ELEVATOR SHAFT	A	FRAME	INTACT	METAL	BLACK	7	Negative	0.01	mg / cm ^2
8	1/20/2022 9:14	Std.	SDPDHQ	ELEVATOR CONTROL ROOM	A	WALL	INTACT	DRYWALL	WHITE	ROOF	Negative	0	mg / cm ^2
9	1/20/2022 9:15	Std.	SDPDHQ	ELEVATOR CONTROL ROOM	B	WALL	INTACT	DRYWALL	WHITE	ROOF	Negative	0	mg / cm ^2
10	1/20/2022 9:15	Std.	SDPDHQ	ELEVATOR CONTROL ROOM	C	WALL	INTACT	DRYWALL	WHITE	ROOF	Negative	0	mg / cm ^2
11	1/20/2022 9:15	Std.	SDPDHQ	ELEVATOR CONTROL ROOM	D	WALL	INTACT	DRYWALL	WHITE	ROOF	Negative	0	mg / cm ^2
12	1/20/2022 9:16	Std.	SDPDHQ	ELEVATOR CONTROL ROOM	A	CEILING	INTACT	DRYWALL	WHITE	ROOF	Negative	0	mg / cm ^2
13	1/20/2022 9:16	Std.	SDPDHQ	ELEVATOR CONTROL ROOM	C	ELECTRICAL BOX	INTACT	METAL	TAN	ROOF	Negative	0.03	mg / cm ^2
14	1/20/2022 9:17	Std.	SDPDHQ	ELEVATOR CONTROL ROOM	C	WIRE CHASE	INTACT	METAL	BLUE	ROOF	Negative	0	mg / cm ^2
15	1/20/2022 9:25	K & L				CALIB. CHECK					Negative	0.9	mg / cm ^2
16	1/20/2022 9:26	K & L				CALIB. CHECK					Negative	0.9	mg / cm ^2
17	1/20/2022 9:27	K & L				CALIB. CHECK					Negative	0.8	mg / cm ^2

Inspector: William Blondet  
 CDPH #1387  
 XRF Serial #7902  
 ALMP Job #40400059070

**Attachment # 3**

**INSPECTOR CERTIFICATIONS**



# Certificate of Training

This is to certify that

*William Blondet*

Has successfully completed 4 hours of formal training entitled

## **AHERA Building Inspector Refresher**

as approved by the California Division of Occupational Safety and Health and as certified by the Environmental Protection Agency and approved by AHERA under TSCA Title II

Presented by:



**Design For Health Training Center**

2667 Camino del Rio South, Suite 207

San Diego, CA 92108

Phone: (619) 291-1777 Fax: (619) 291-4318

**Jorge A. Valdez**

Digitally signed by Jorge A.

Valdez

Date: 2021.09.17 16:35:31 -07'00'

By: \_\_\_\_\_

Jorge A Valdez, B.S.  
Director of Training

DOSH Approval #011-06  
Certificate # 0921BIR189496  
Course Date (s): 09/17/2021  
Exam Date: NA

This is an annual certification. It must be renewed by : 09/17/2022



State of California  
Division of Occupational Safety and Health  
**Certified Site Surveillance Technician**

**William Bradley Blondet**

Name

Certification No. 99-2689

Expires on 12/10/22



This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.



STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC HEALTH



# LEAD-RELATED CONSTRUCTION CERTIFICATE

**INDIVIDUAL:**



**William Blondet**

**CERTIFICATE TYPE:**

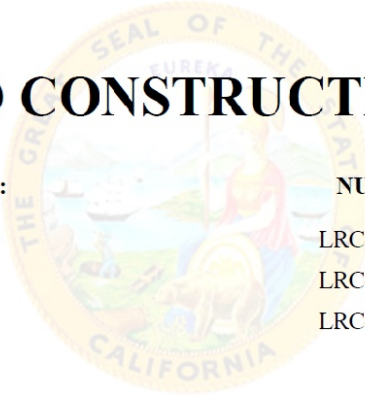
- Lead Inspector/Assessor
- Lead Project Monitor
- Lead Supervisor

**NUMBER:**

- LRC-00001387
- LRC-00001388
- LRC-00001386

**EXPIRATION DATE:**

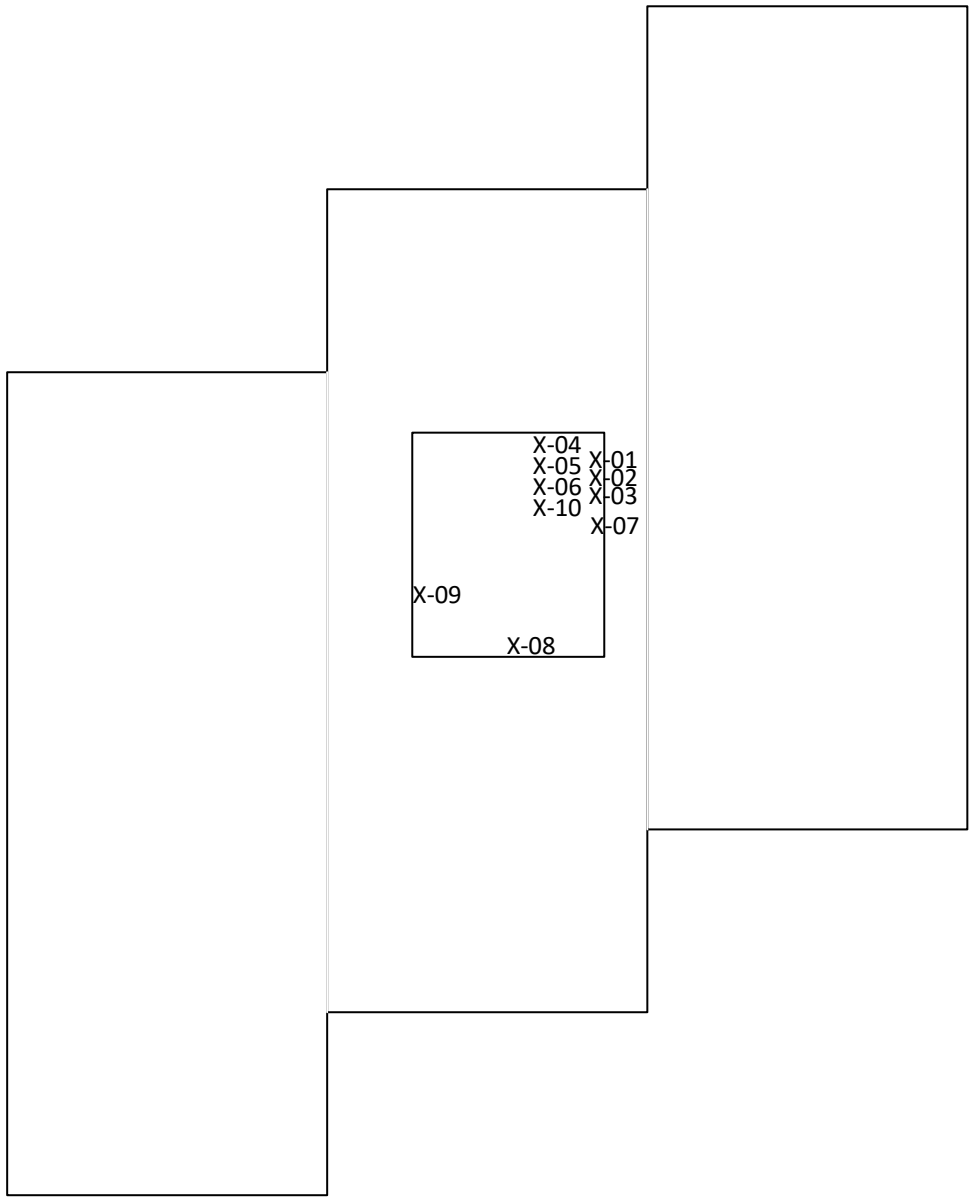
- 7/1/2022
- 7/1/2022
- 7/1/2022



Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at [www.cdph.ca.gov/programs/clppb](http://www.cdph.ca.gov/programs/clppb) or calling (800) 597-LEAD.



**Attachment # 4**  
**SITE DIAGRAM**



Roof and 7<sup>th</sup> Floor  
Elevator Shaft



San Diego Police Headquarters, 1401  
Broadway, San Diego, CA 92101

**Attachment # 5**

**CDPH 8552**

## LEAD HAZARD EVALUATION REPORT

**Section 1 — Date of Lead Hazard Evaluation** 1/20/21

**Section 2 — Type of Lead Hazard Evaluation (Check one box only)**

Lead Inspection   
  Risk assessment   
  Clearance Inspection   
  Other (specify) Limited Lead Inspection

**Section 3 — Structure Where Lead Hazard Evaluation Was Conducted**

Address [number, street, apartment (if applicable)] <b>1401 Broadway</b>		City <b>San Diego</b>	County <b>CA</b>	Zip Code <b>92101</b>
Construction date (year) of structure <b>1980s</b>	Type of structure <input type="checkbox"/> Multi-unit building <input type="checkbox"/> School or daycare <input type="checkbox"/> Single family dwelling <input checked="" type="checkbox"/> Other <u>Public</u>		Children living in structure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't Know	


**Section 4 — Owner of Structure (if business/agency, list contact person)**

Name <b>City of San Diego</b>		Telephone number <b>619-533-5251</b>		
Address [number, street, apartment (if applicable)] <b>202 C St</b>		City <b>San Diego</b>	State <b>CA</b>	Zip Code <b>92101</b>

**Section 5 — Results of Lead Hazard Evaluation (check all that apply)**

No lead-based paint detected   
  Intact lead-based paint detected   
  Deteriorated lead-based paint detected  
 No lead hazards detected   
  Lead-contaminated dust found   
  Lead-contaminated soil found   
  Other \_\_\_\_\_

**Section 6 — Individual Conducting Lead Hazard Evaluation**

Name <b>William Blondet</b>		Telephone number <b>858-492-5086</b>		
Address [number, street, apartment (if applicable)] <b>9601 Ridgehaven Court, Suite 310</b>		City <b>San Diego</b>	State <b>CA</b>	Zip Code <b>92123</b>
CDPH certification number <b>1387</b>	Signature 		Date <b>1/28/21</b>	

Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)

**Section 7 — Attachments**

- A. A foundation diagram or sketch of the structure indicating the specific locations of each lead hazard or presence of lead-based paint;
- B. Each testing method, device, and sampling procedure used;
- C. All data collected, including quality control data, laboratory results, including laboratory name, address, and phone number.

First copy and attachments retained by inspector

Second copy and attachments retained by owner

Third copy only (no attachments) mailed or faxed to:

California Department of Public Health  
 Childhood Lead Poisoning Prevention Branch Reports  
 850 Marina Bay Parkway, Building P, Third Floor  
 Richmond, CA 94804-6403  
 Fax: (510) 620-5656

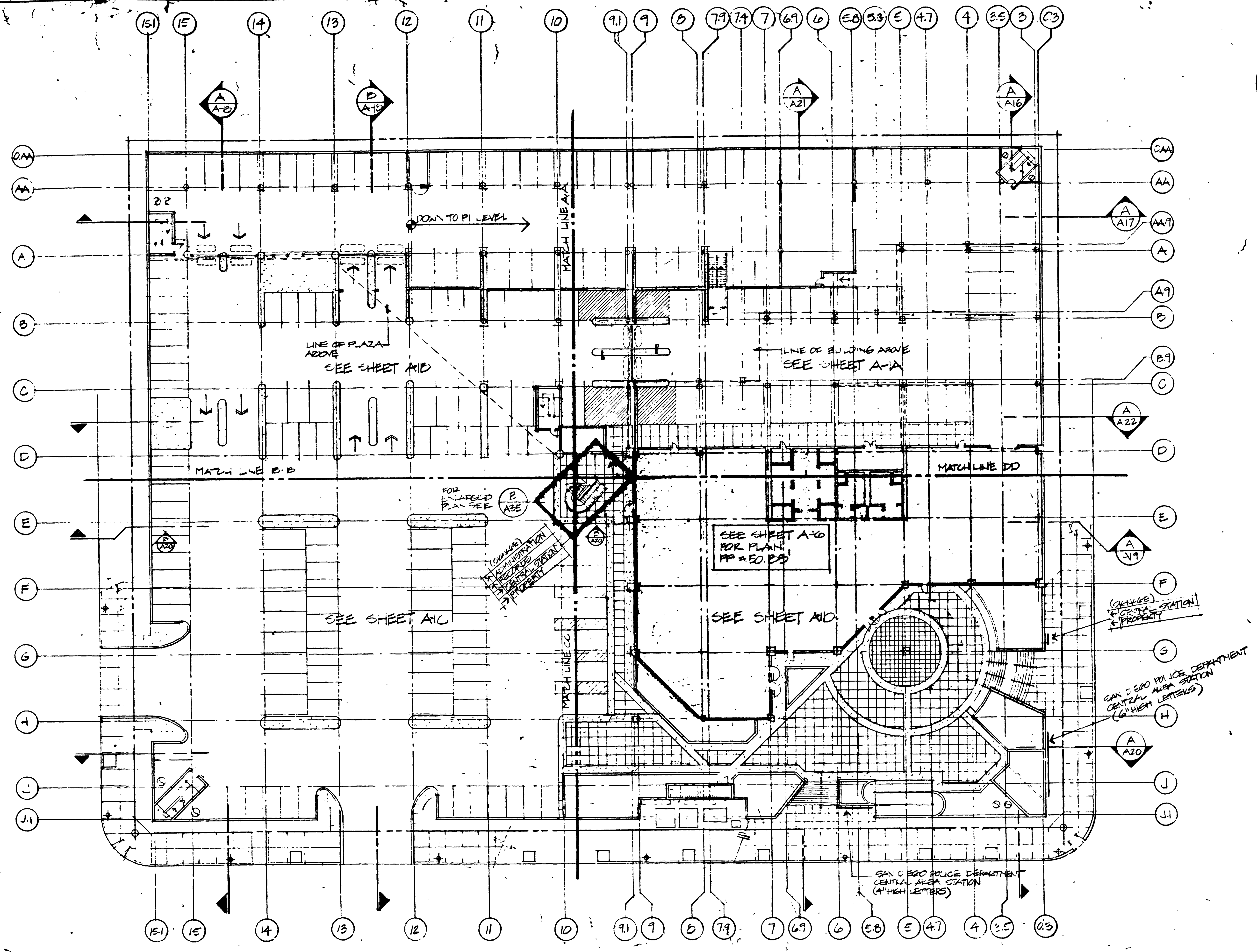
**APPENDIX H**

**AS-BUILTS DRAWING**

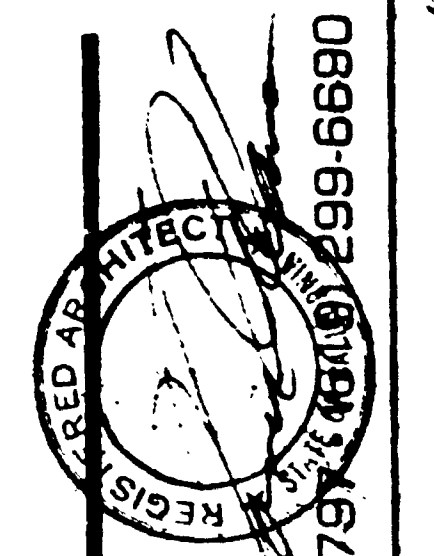




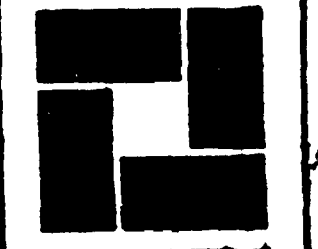
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'E' STREET LEVEL SITE PLAN  
SCALE: 1/8" = 1'-0"



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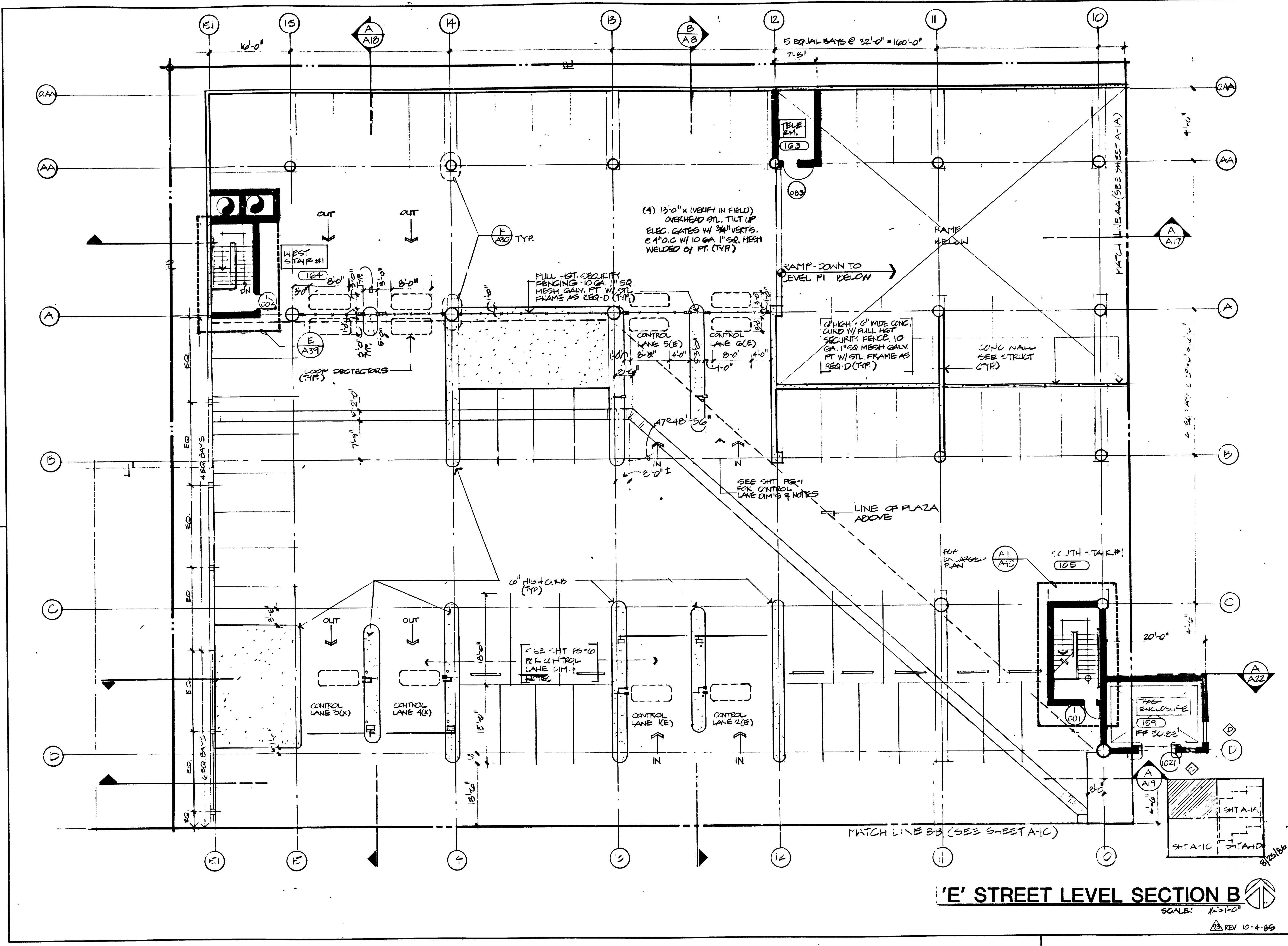


APR 15 2005	DESIGNED
APR 15 2005	DRAWN
APR 15 2005	CHECKED
APR 15 2005	IN CHARGE
<b>A1</b>	

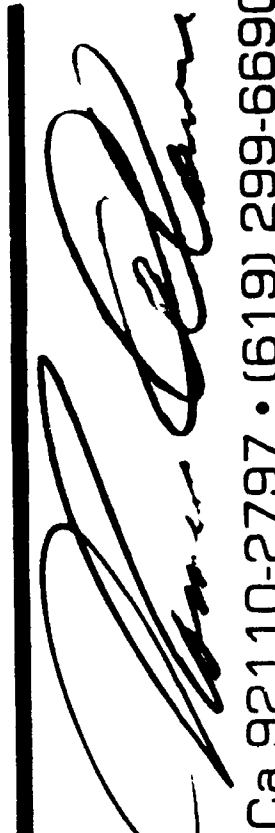
AS BUILT  
REV. 10-14-05  
REV. 10-4-05



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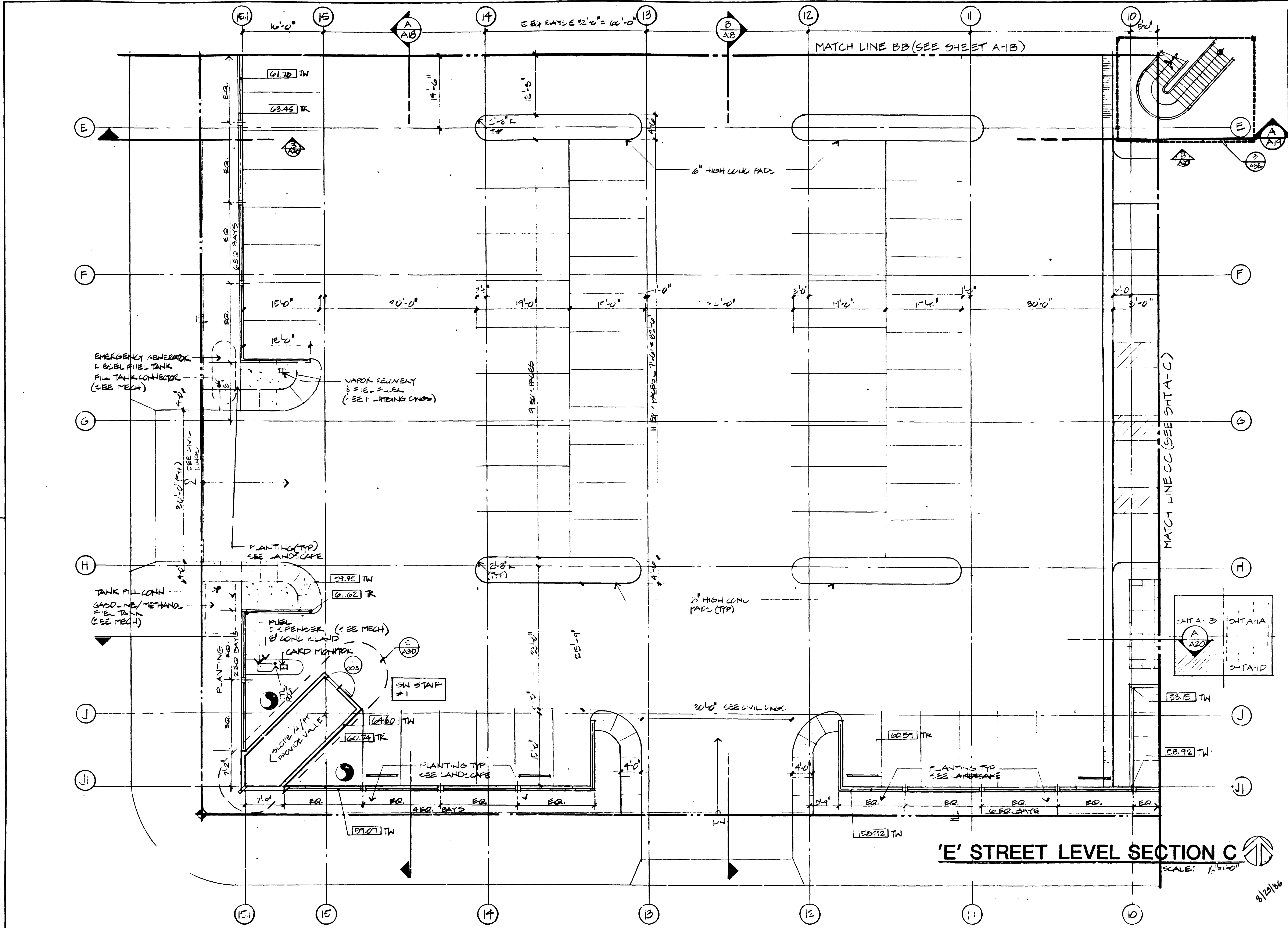
**'E' STREET LEVEL SECTION B**  
 SCALE: 1/8"=1'-0"  
 REV 10-4-05

  
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REV 10-4-05 10-14-05 10-14-05	Drawn Revised
<b>A1B</b>	



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**'E' STREET LEVEL SECTION C**

SCALE: 1/4"=1'-0"

8/23/86

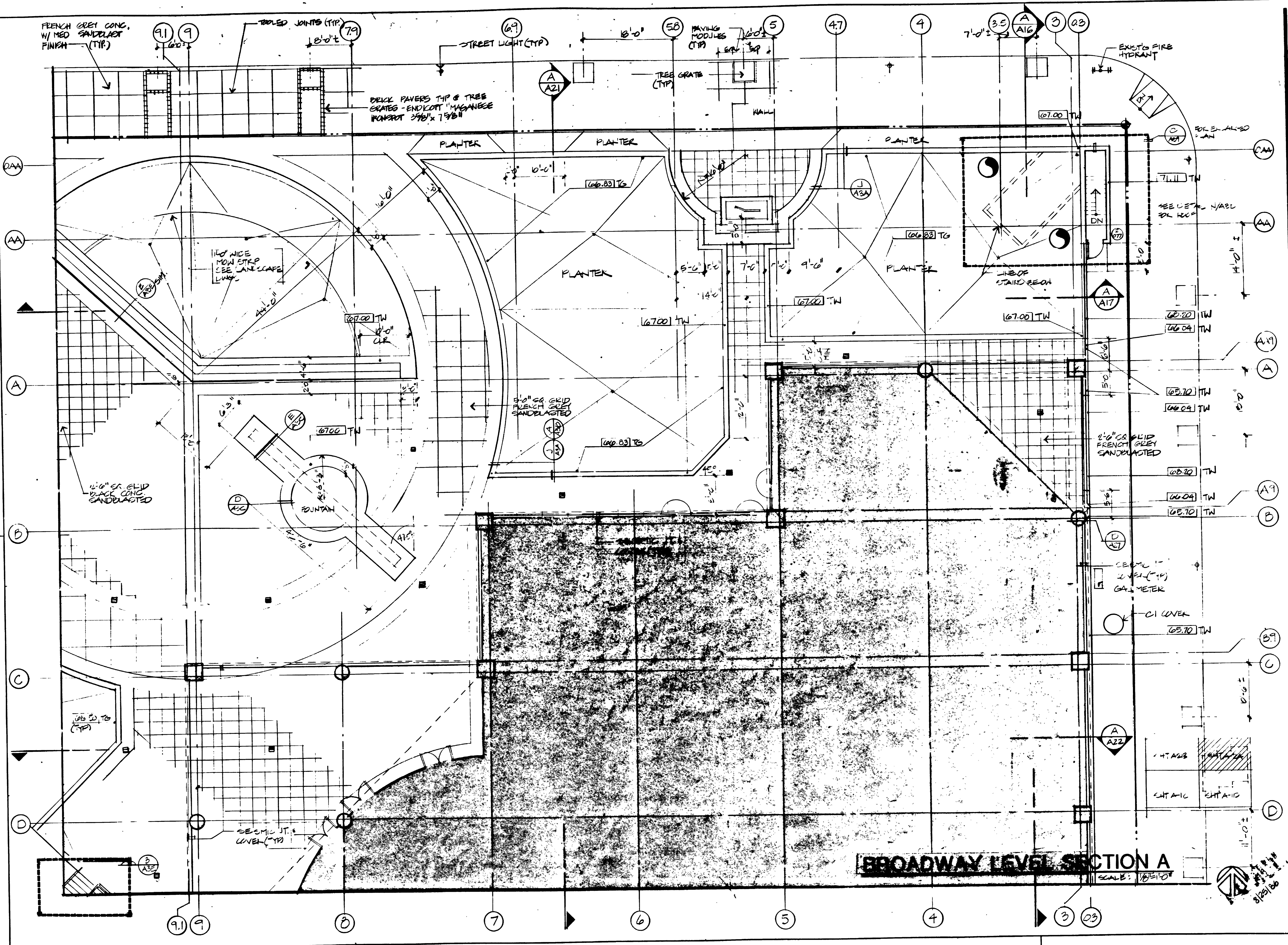
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<p>44-15-10-000</p> <p>Drawn</p>	<p>Checked</p>
<p><b>A1C</b></p>	



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**BROADWAY LEVEL SECTION A**  
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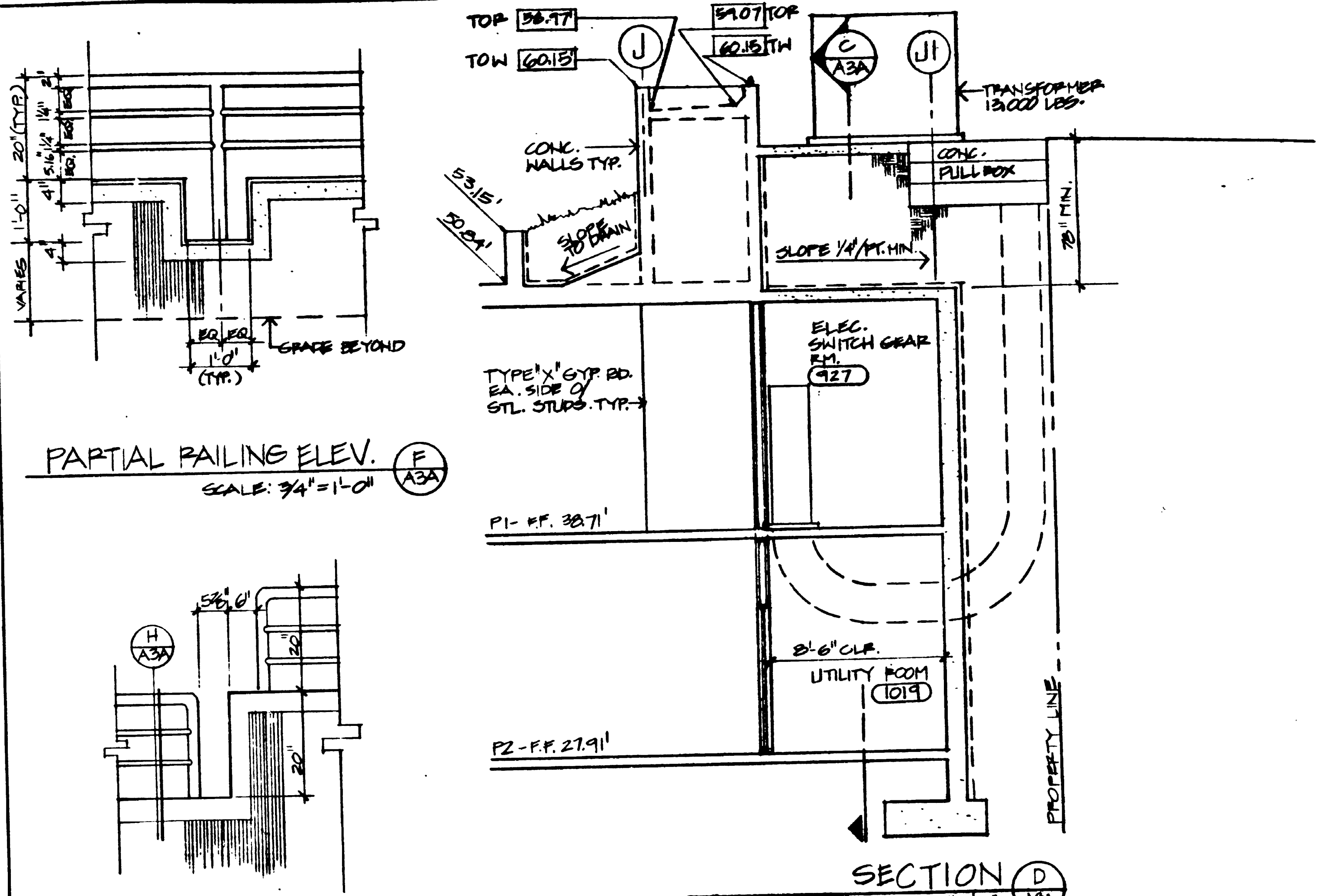
  
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REVISIONS 1. REVISE TO 2. REVISE TO	DRAWN CHECKED APPROVED
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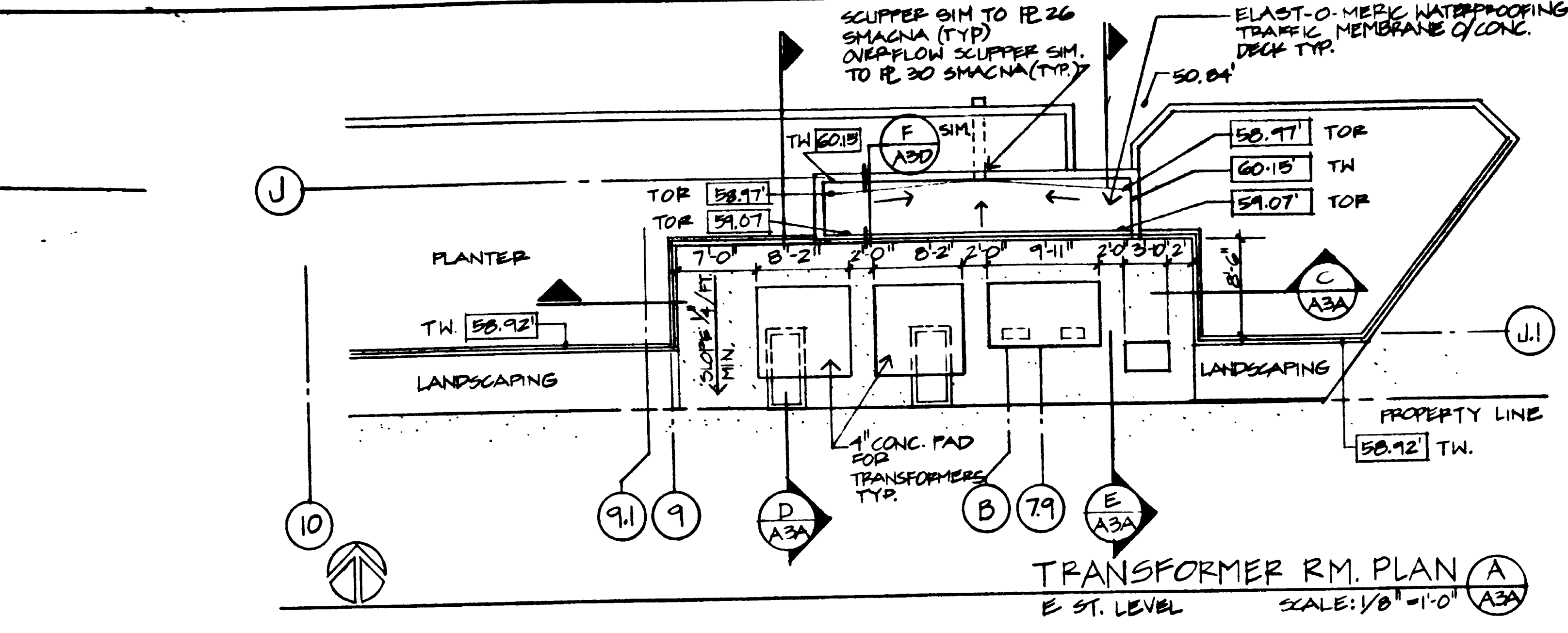
A2A



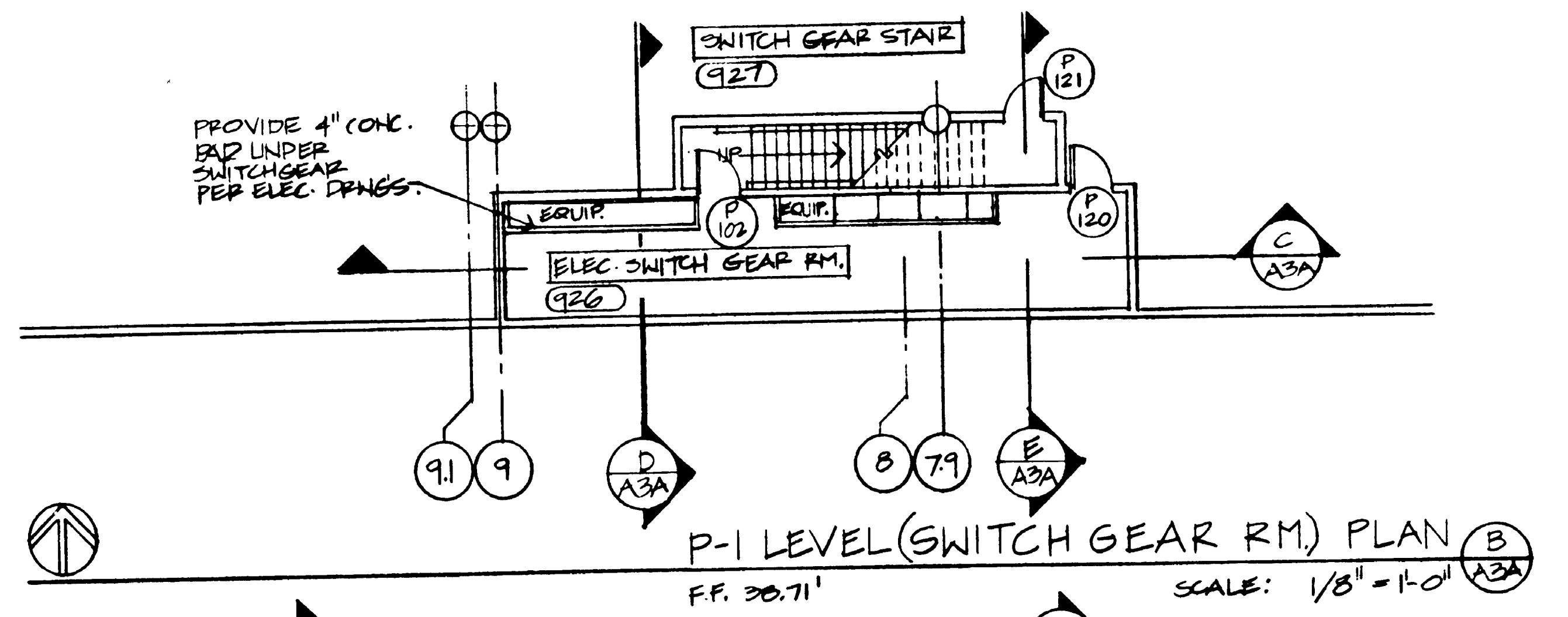
ALL IDEAS, DESIGNS AND ARRANGEMENTS INDICATED ON THESE DRAWINGS ARE THE PROPERTY OF THE ARCHITECT AND ARE TO BE USED IN CONNECTION WITH THIS SPECIFIC PROJECT ONLY AND SHALL NOT BE USED OR REPRODUCED IN ANY MANNER WITHOUT THE EXPRESSED CONSENT OF THE ARCHITECT. THERE SHALL BE NO CHANGES OR DEVIATION FROM THE DRAWINGS OR ACCOMPANYING SPECIFICATION WITHOUT THE EXPRESSED CONSENT OF THE ARCHITECT.



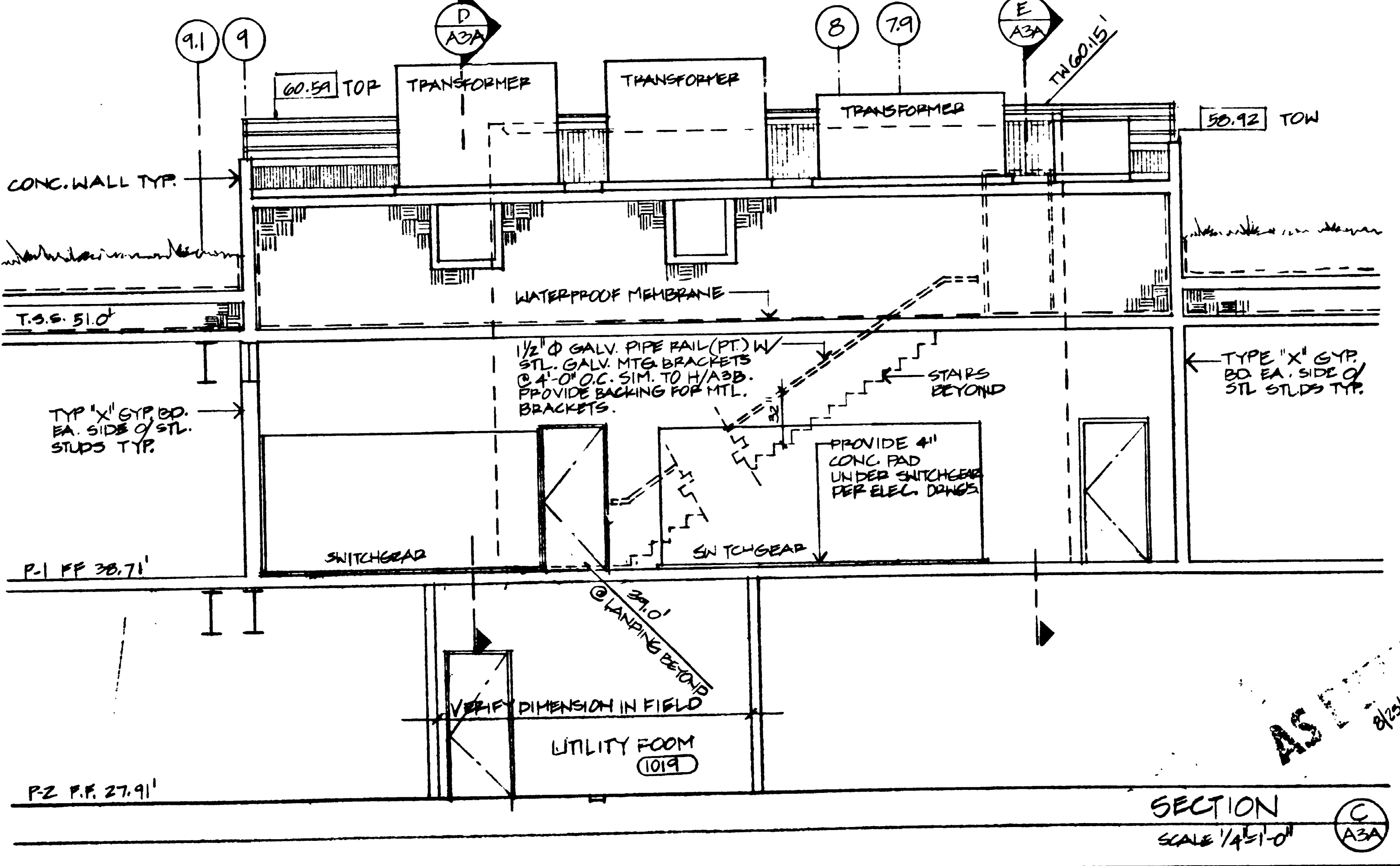
SECTION D  
SCALE: 1/4" = 1'-0"



TRANSFORMER RM. PLAN A  
E ST. LEVEL  
SCALE: 1/8" = 1'-0"

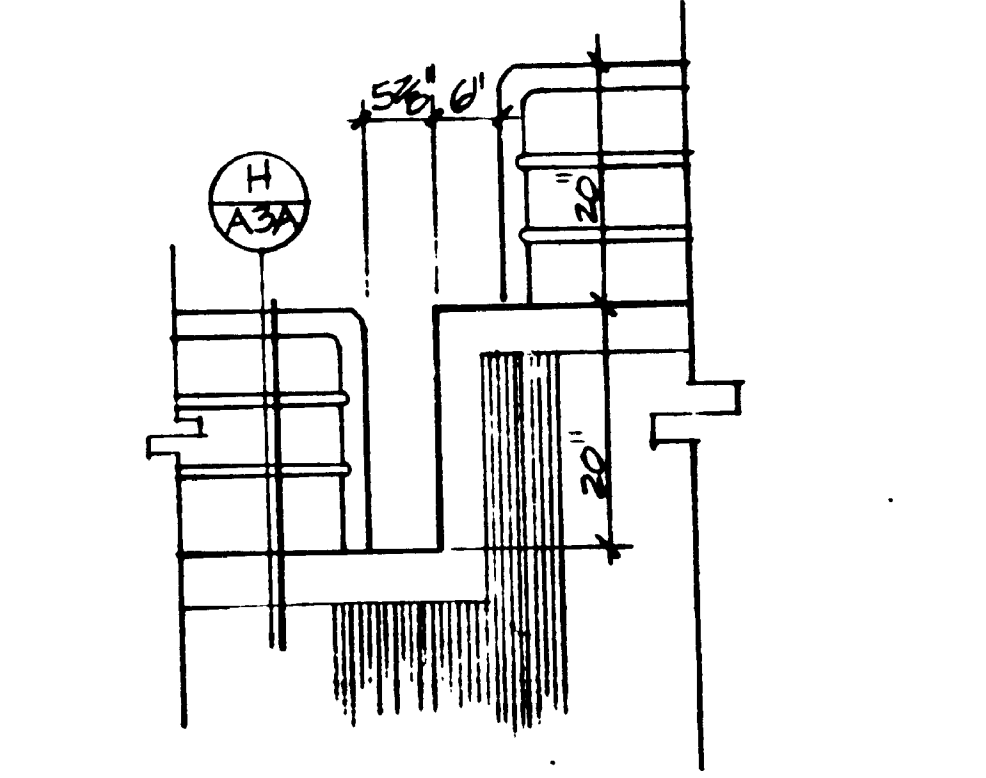


P-1 LEVEL (SWITCH GEAR RM.) PLAN B  
SCALE: 1/8" = 1'-0"

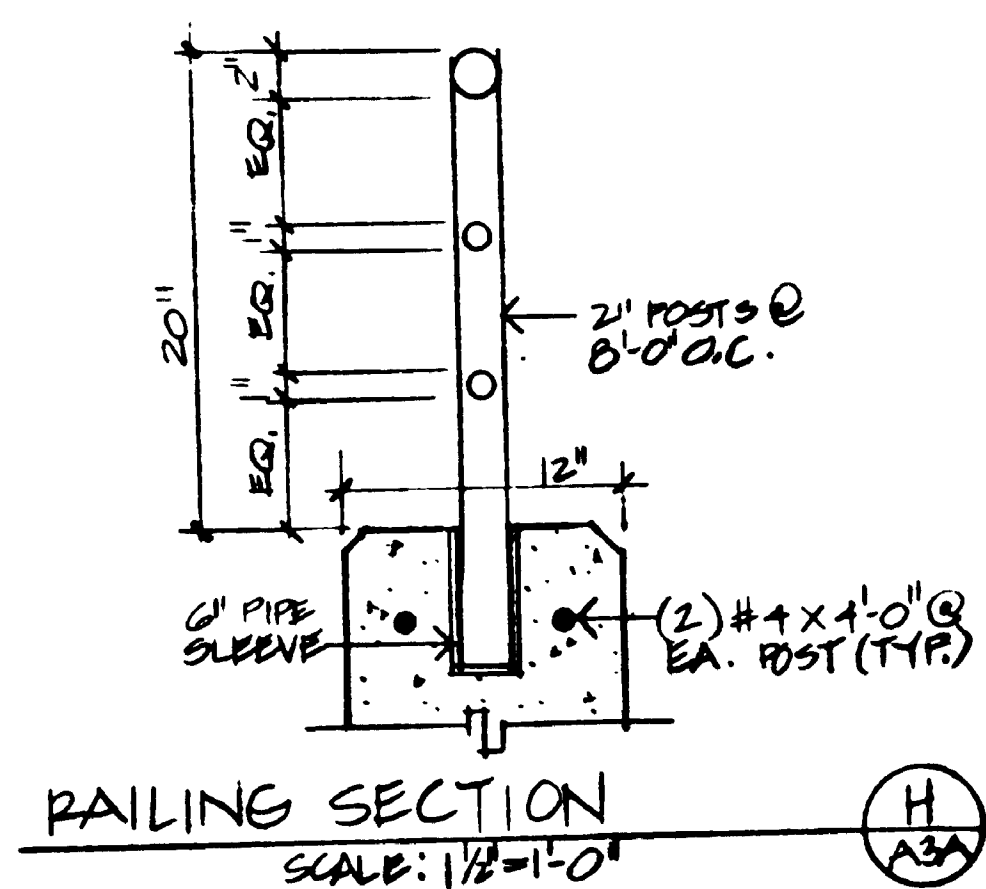


SECTION C  
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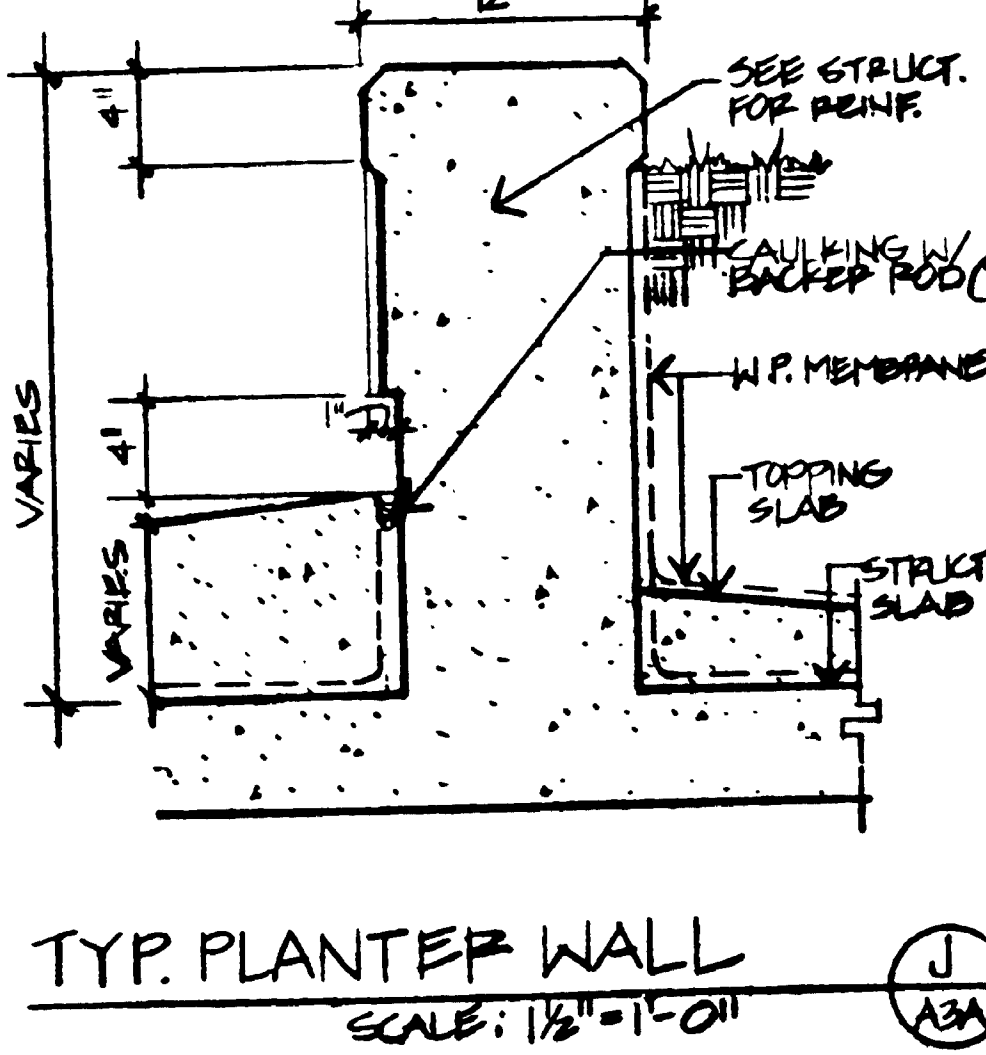
PARTIAL RAILING ELEV. F  
SCALE: 3/4" = 1'-0"



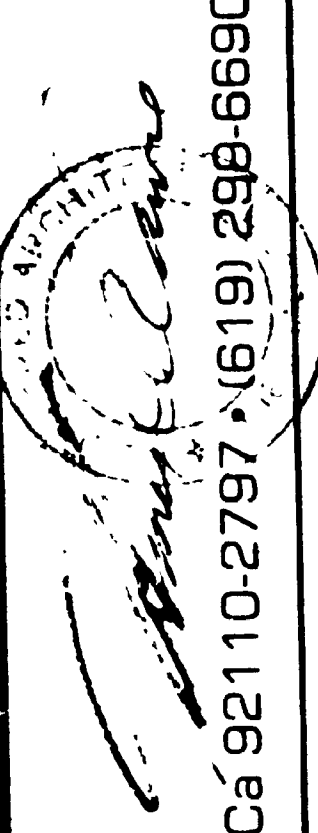
PARTIAL RAILING ELEV. G  
SCALE: 3/4" = 1'-0"



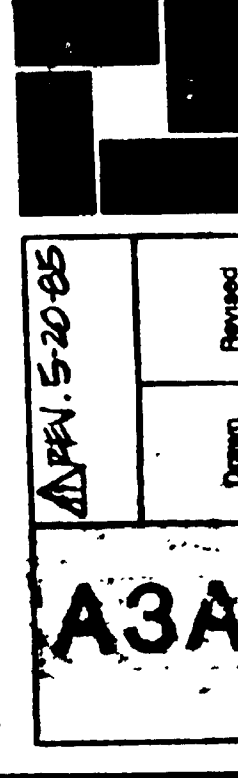
RAILING SECTION H  
SCALE: 1/2" = 1'-0"



TYP. PLANTER WALL J  
SCALE: 1/2" = 1'-0"



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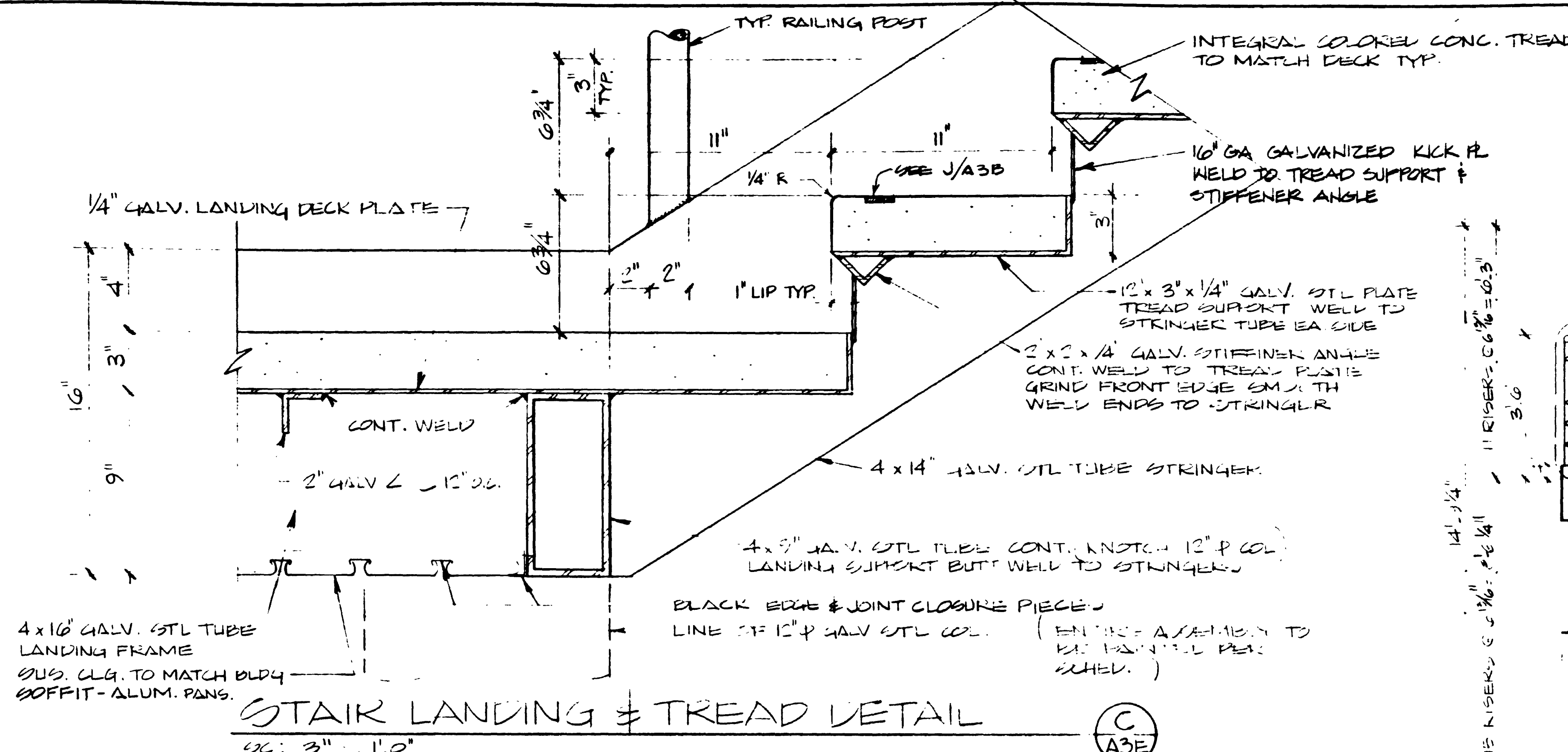
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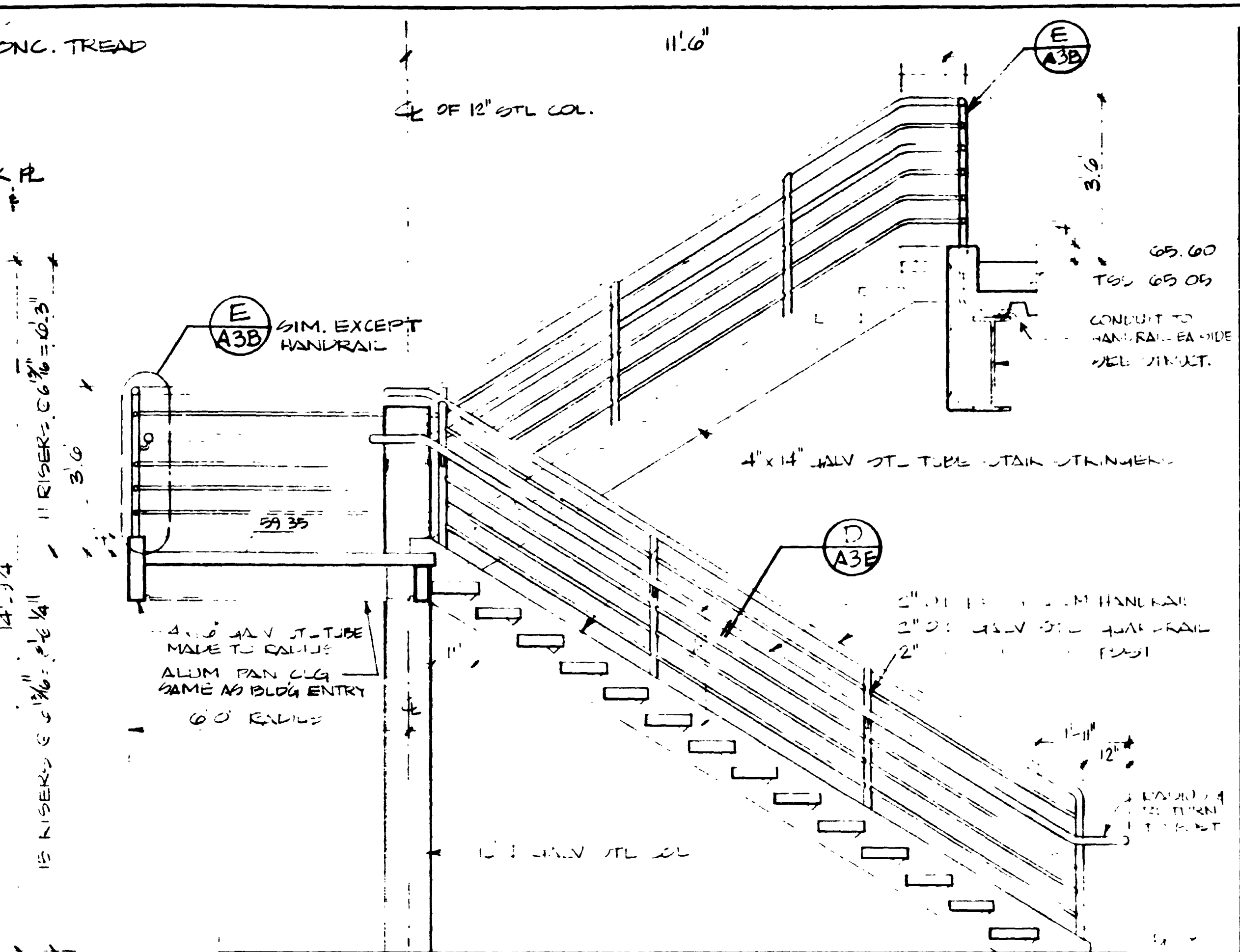




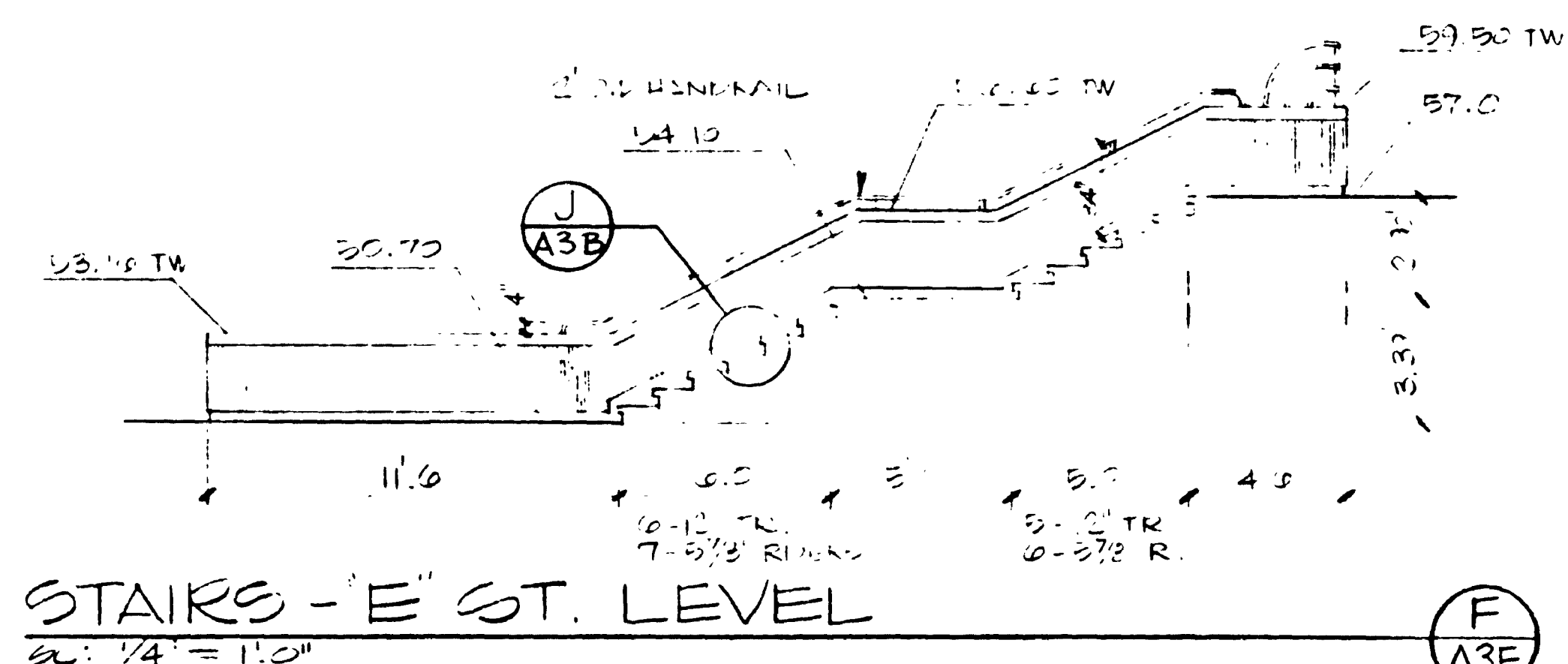
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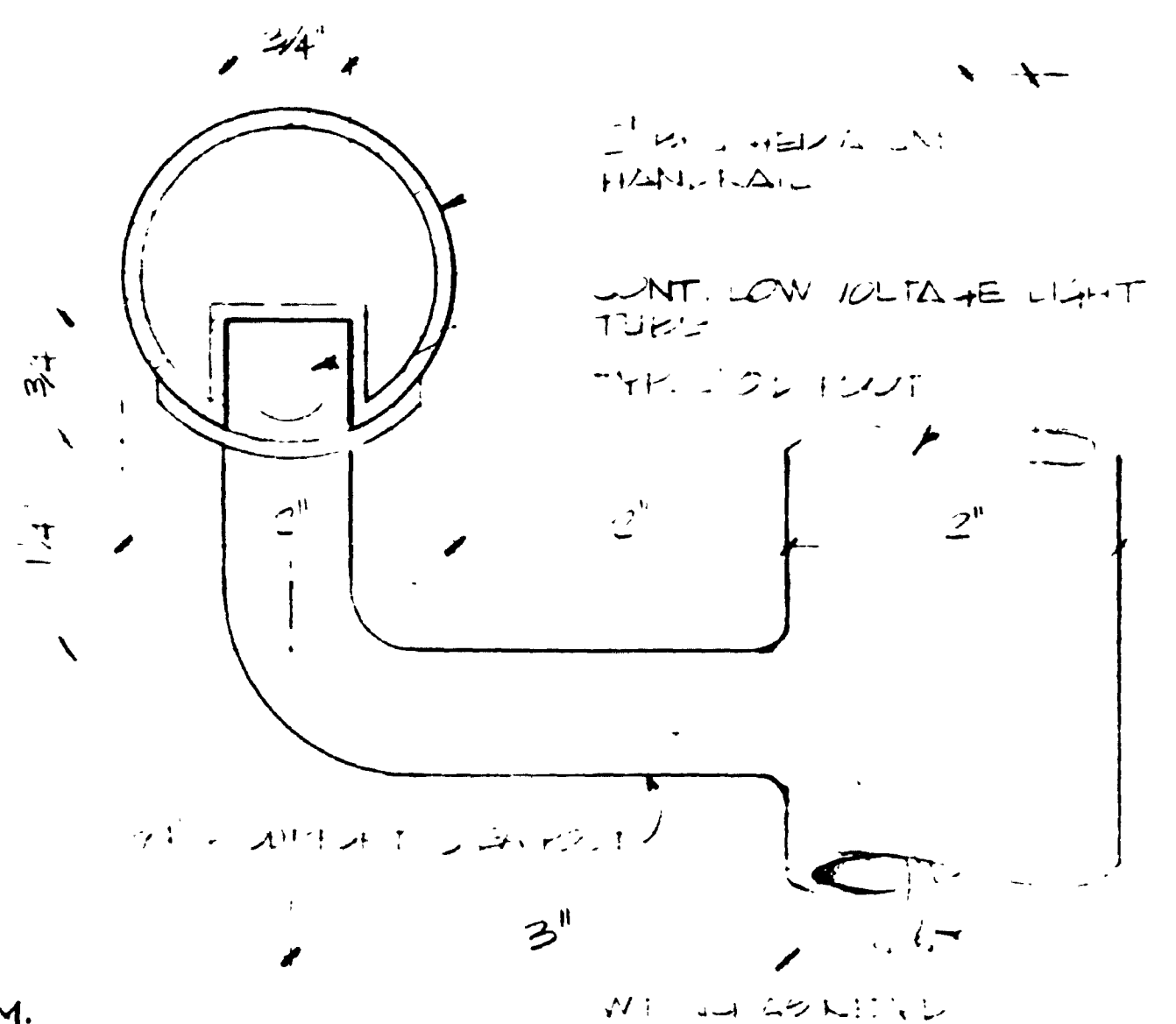
**STAIR LANDING & TREAD DETAIL**  
SC: 3" = 1'-0"



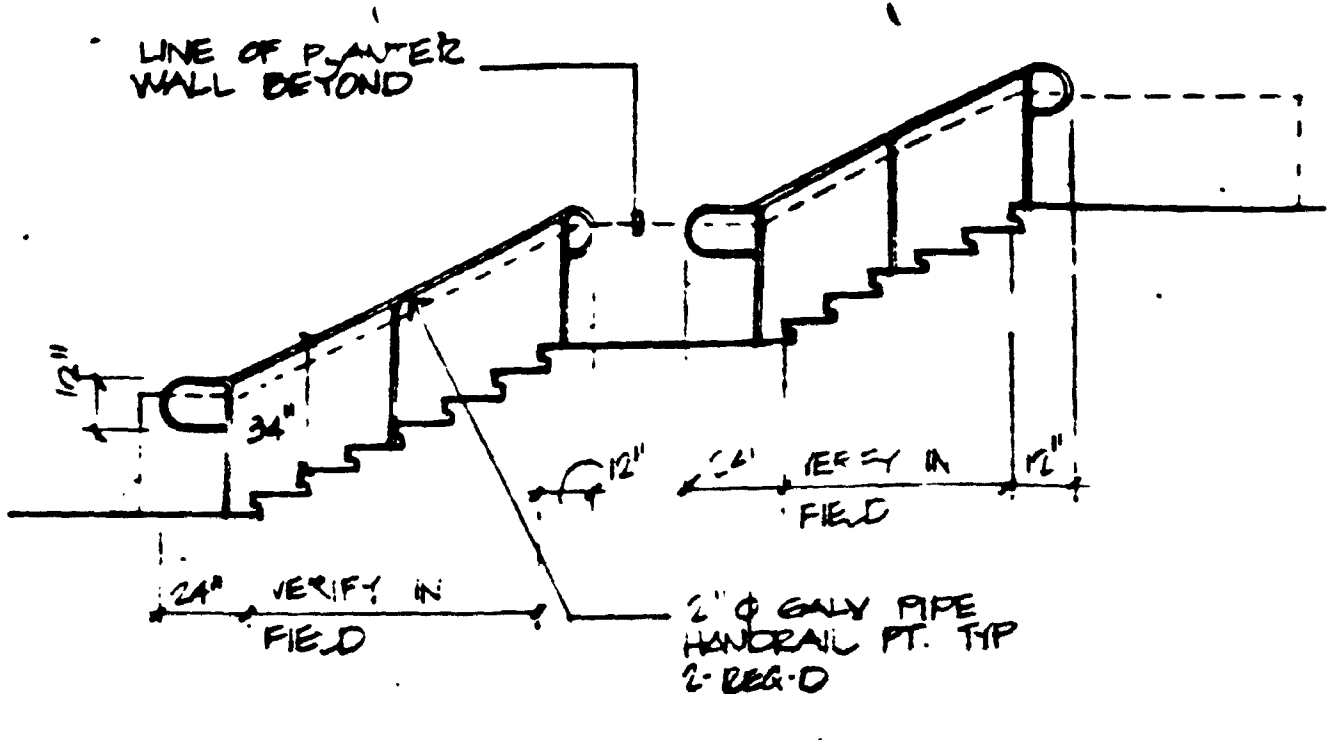
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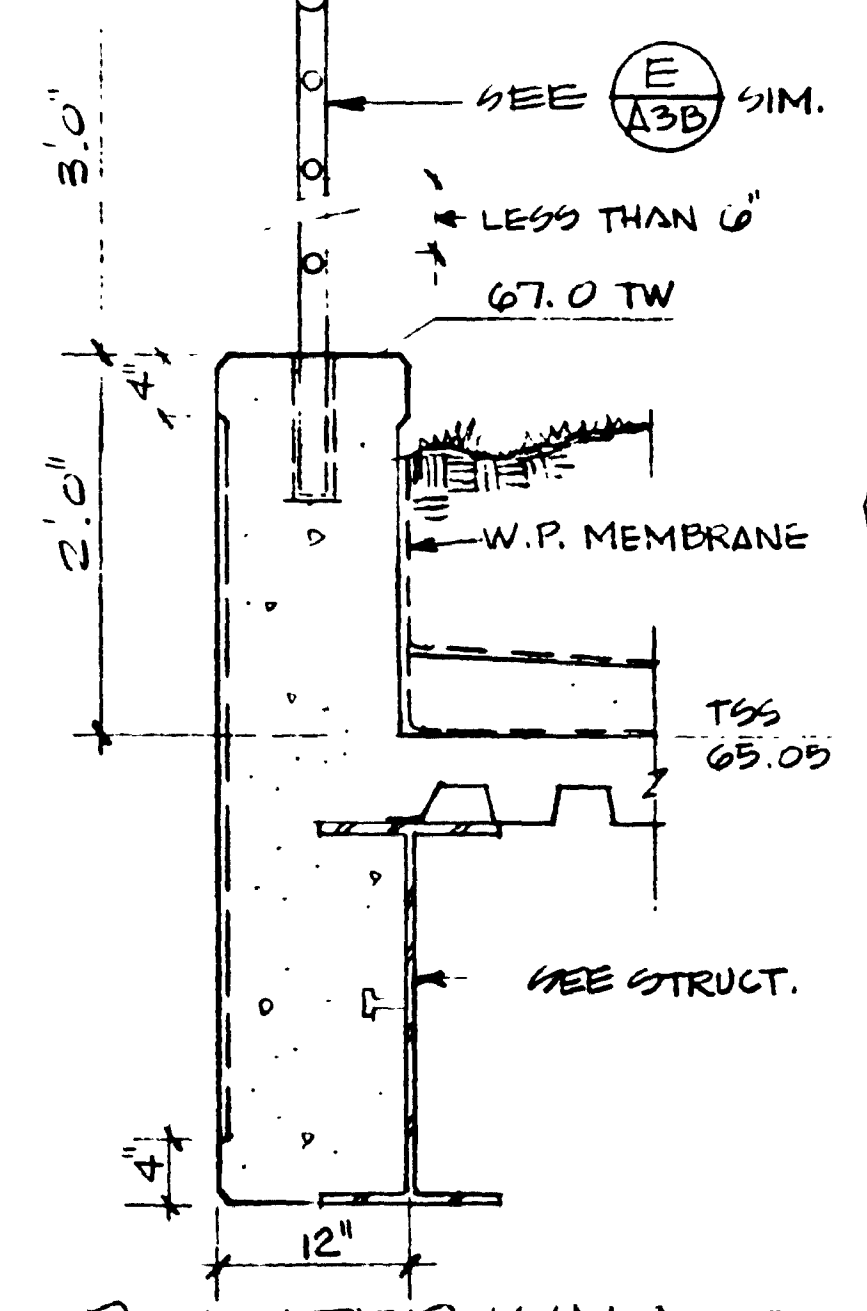
**STAIRS - E ST. LEVEL**  
SC: 1/4" = 1'-0"



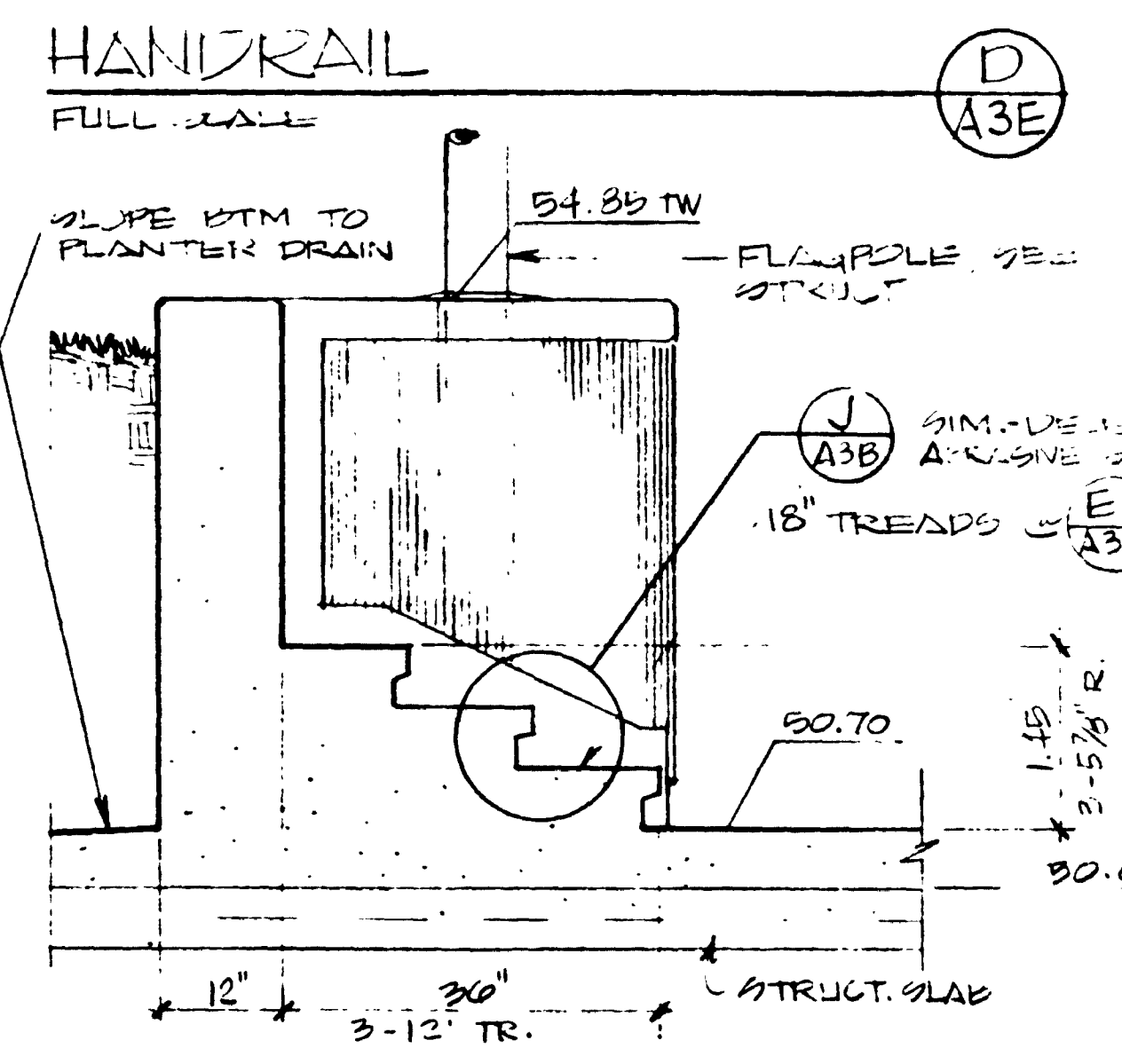
**HANDRAIL FULL SCALE**



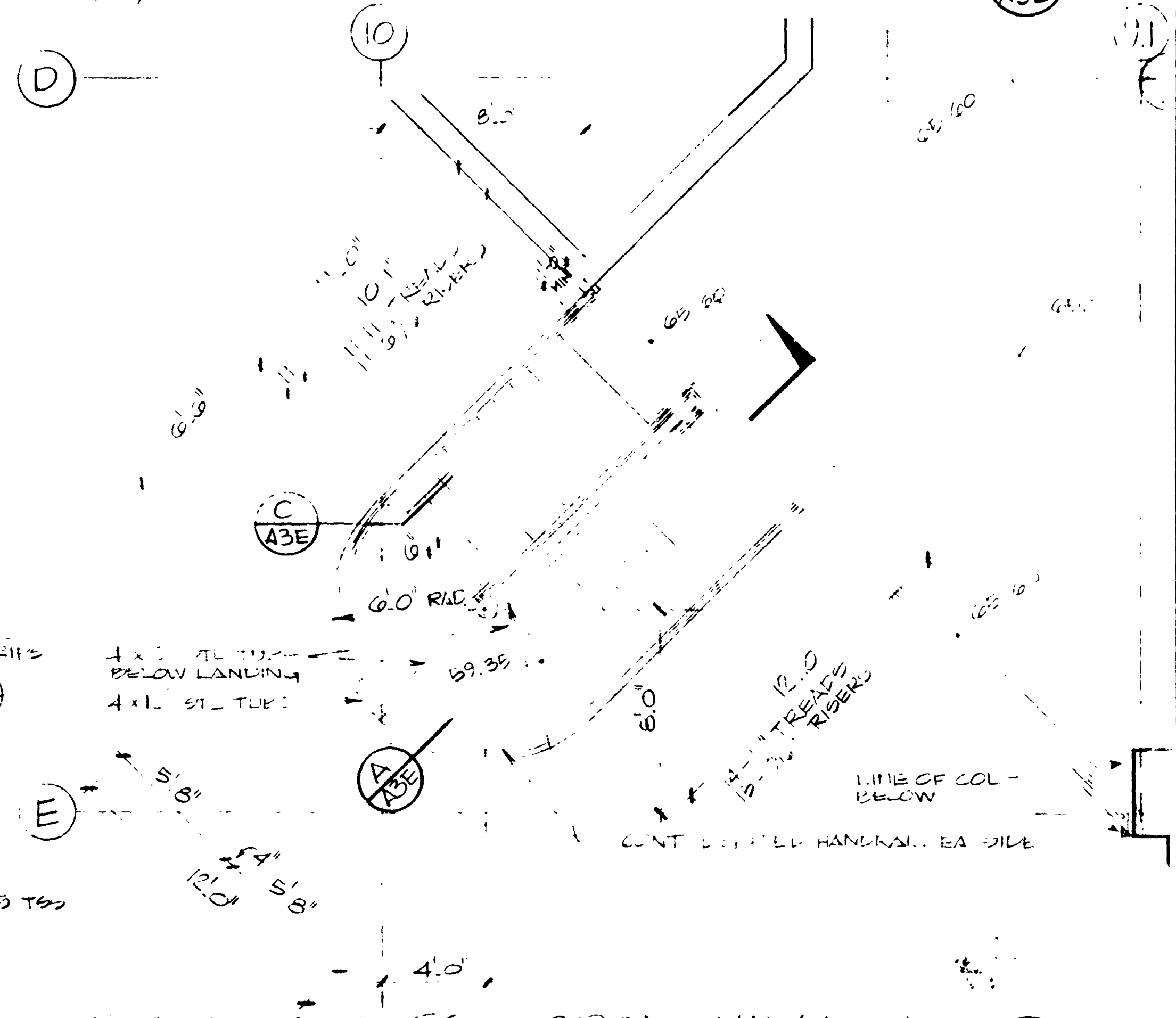
**INTERMEDIATE HANDRAIL @ E OF PLAZA**  
SCALE 1/4" = 1'-0"



**PLANTER WALL**  
SC: 1" = 1'-0"



**STAIR SECTION**  
SC: 3/4" = 1'-0"



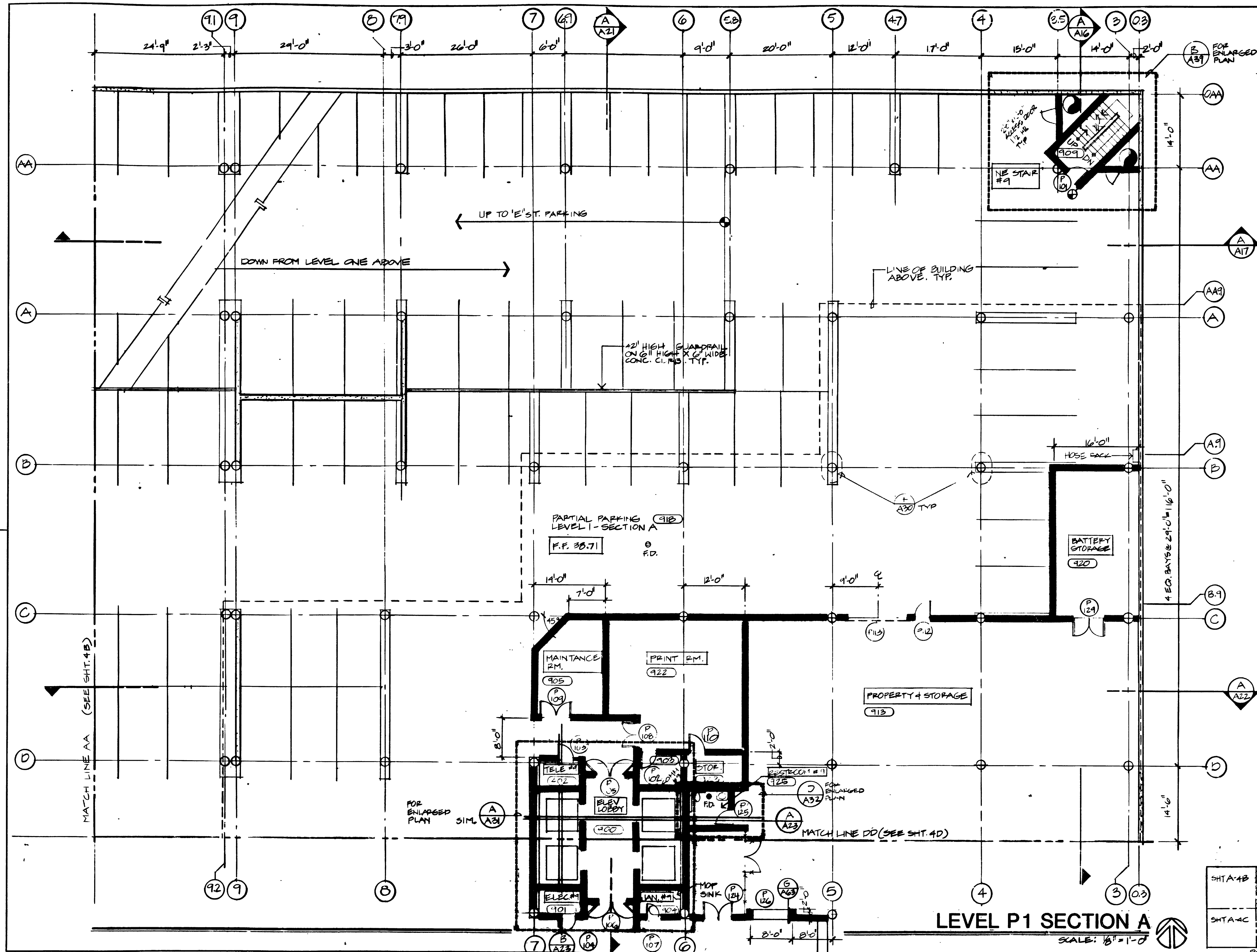
**PLAN - STAIRS @ BROADWAY LEVEL**  
SCALE 1/4" = 1'-0"

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Revision table with columns for 'Date' and 'Revised'. Includes a drawing number 'A3E' and a scale '1/4" = 1'-0"'.  
A3E 5/20/05  
A3E 5/20/05  
A3E 6/25/05



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**LEVEL P1 SECTION A**  
SCALE: 1/8" = 1'-0"

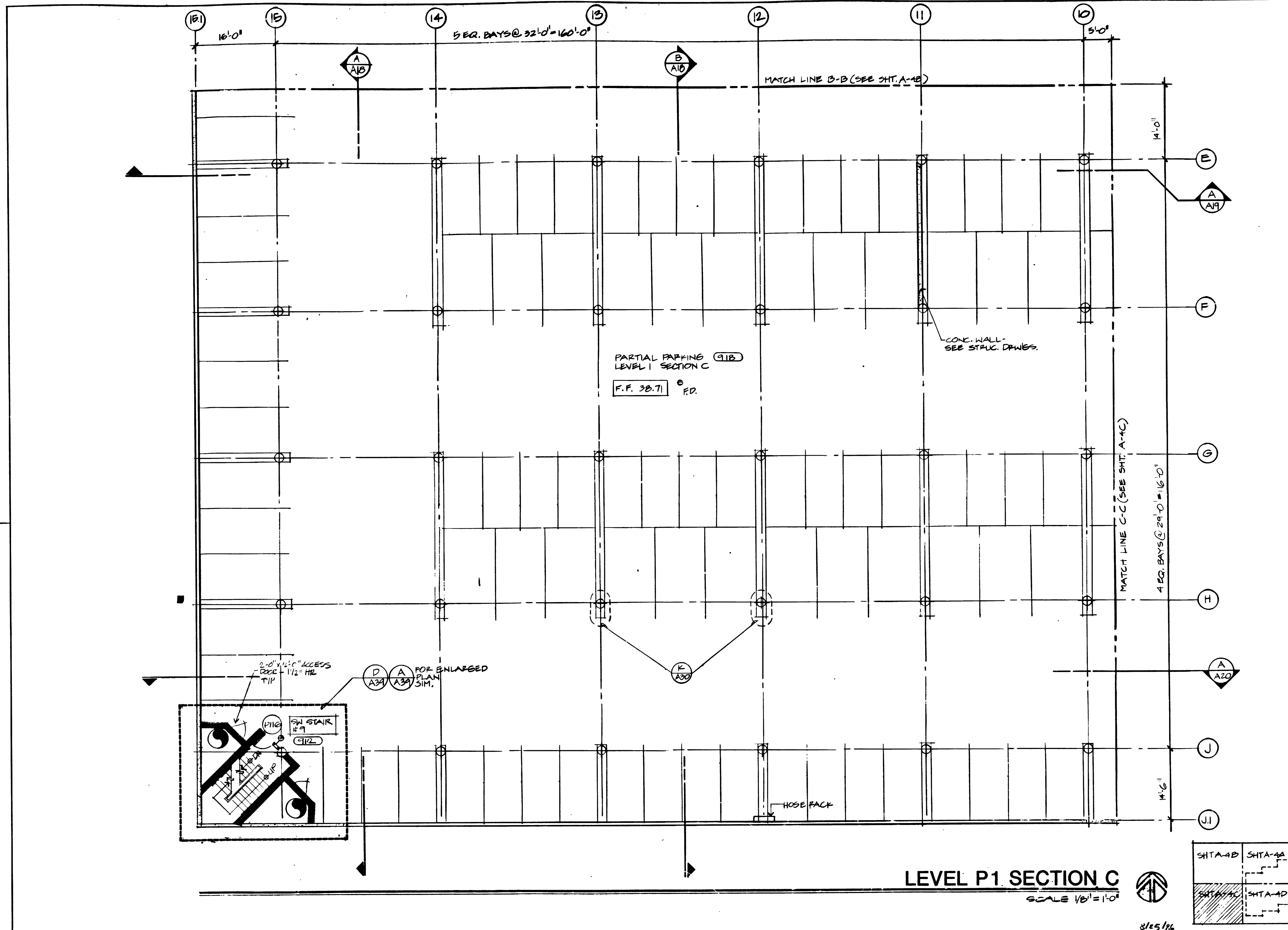
SHT A-1B	SHT A-1C
SHT A-1D	SHT A-1E

**A4A**

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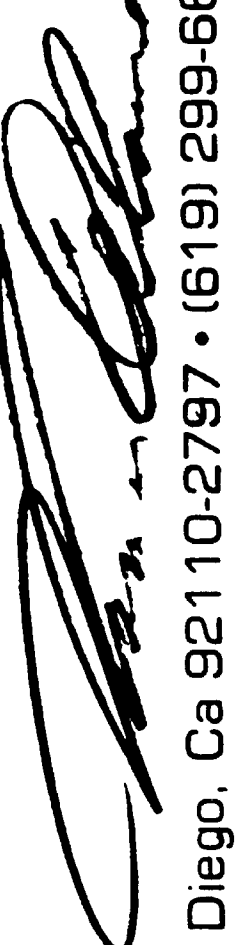


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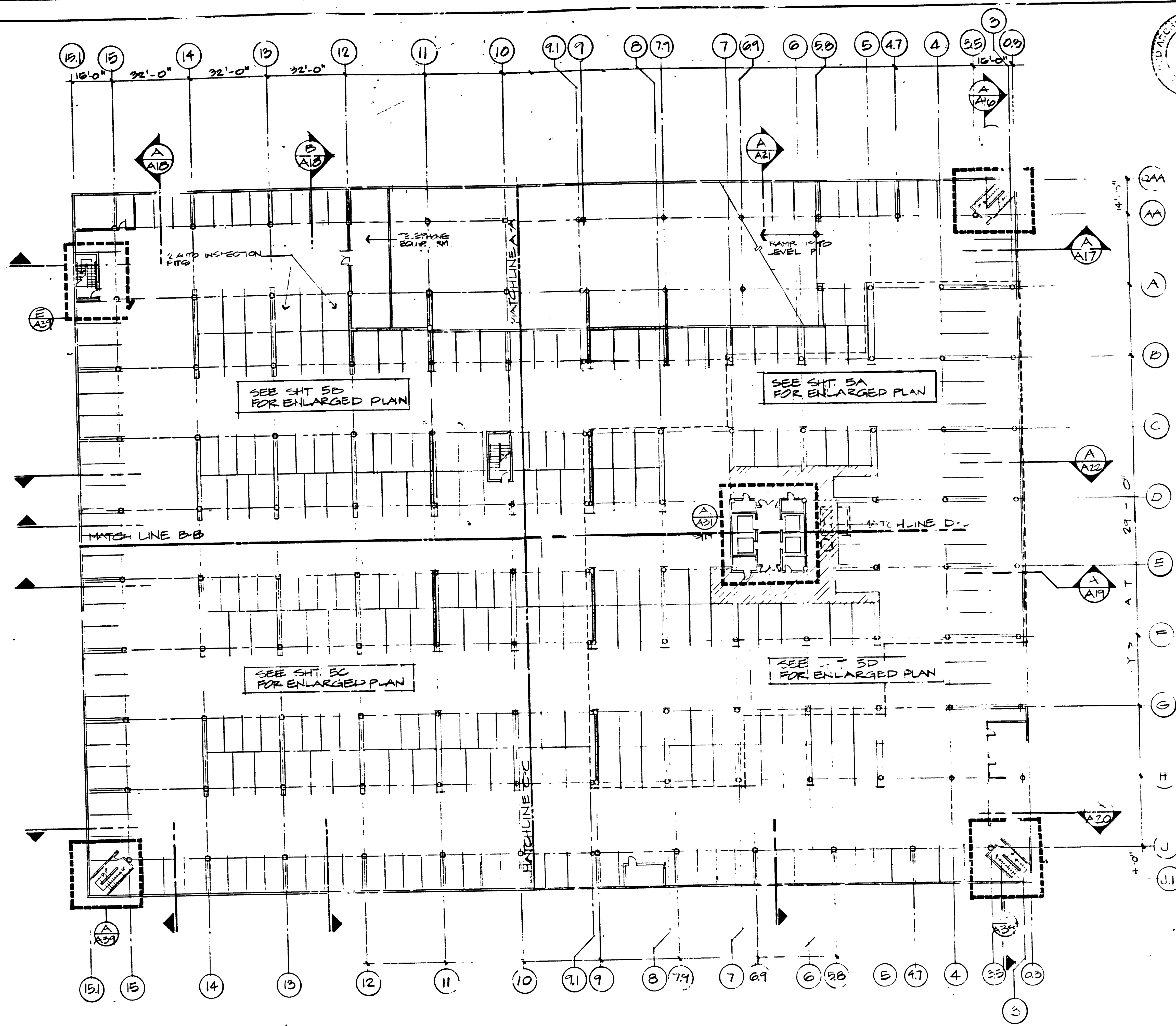
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SHTA-4C	SHTA-4D

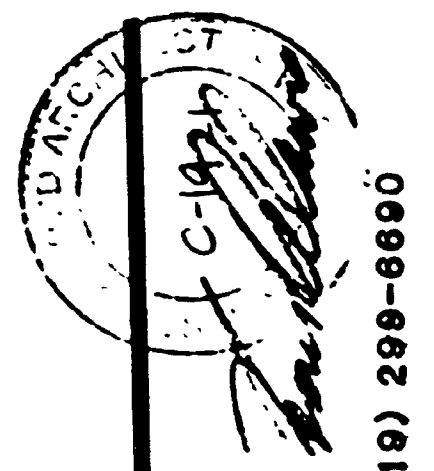
  
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REV 5-20-03 23-REV 6-25-03	Drawn: _____ Revised: _____
<b>A4C</b>	

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**LEVEL P.2 PLAN**  
 FF. 27.911 SCALE: 1" = 20'



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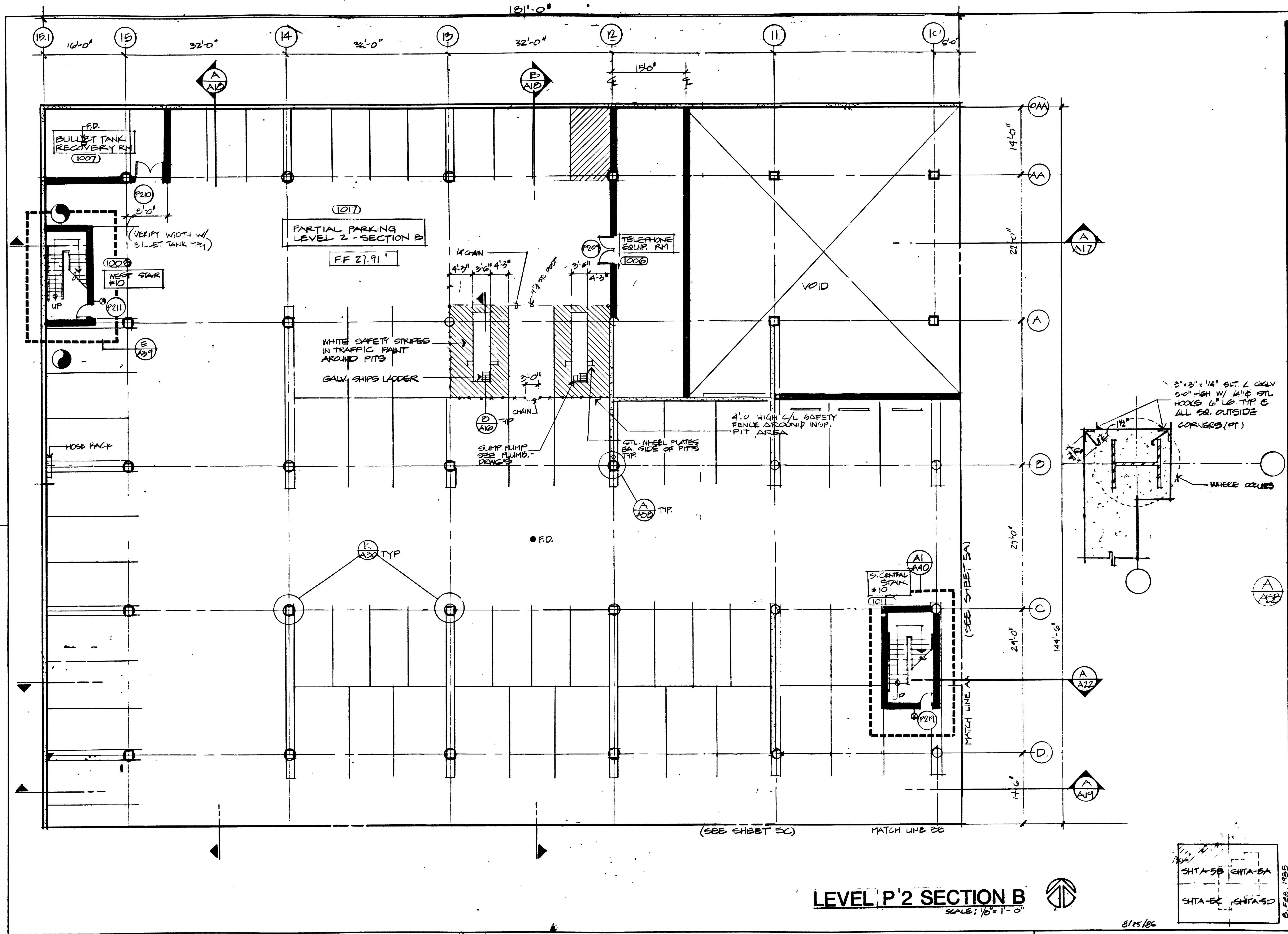
REV. 10-05	10-05
REV. 11-05	11-05
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REV. 1-06	1-06
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REV. 4-06	4-06
REV. 5-06	5-06
REV. 6-06	6-06
REV. 7-06	7-06
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REV. 12-12	12-12

A5

2/25/10



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**LEVEL P 2 SECTION B**  
SCALE: 1/8" = 1'-0"

SHTA-5B	SHTA-5A
SHTA-5C	SHTA-5D

8/25/86

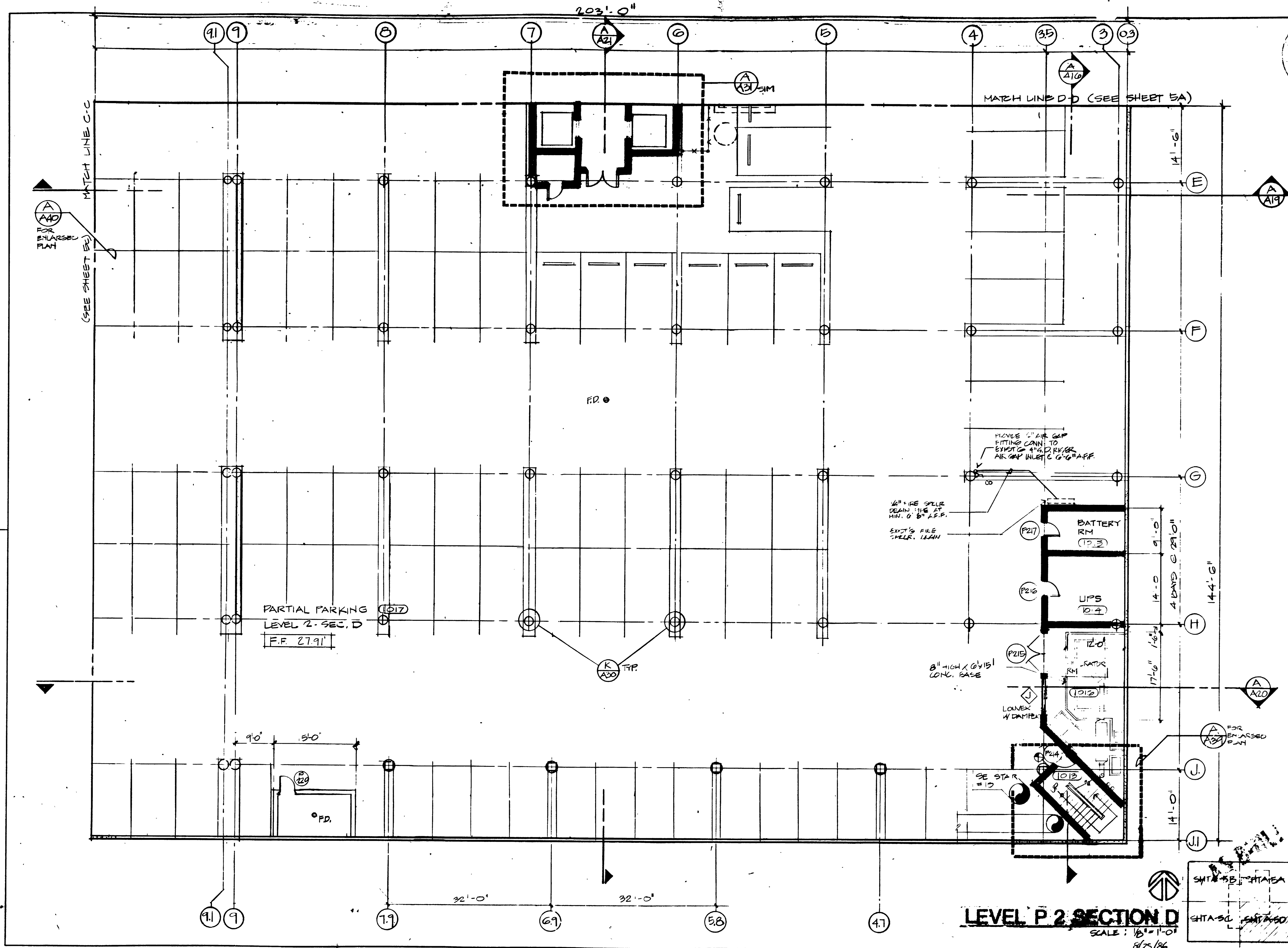
C-1921  
*[Signature]*  
619-299-6690

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DATE: 8/25/85	REVISION:
BY: [Signature]	DATE: 8/25/85
CHKD: [Signature]	DATE: 8/25/85
APP'D: [Signature]	DATE: 8/25/85
DRWN: [Signature]	DATE: 8/25/85

**A5B**

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**LEVEL P.2, SECTION D**  
 SCALE: 1/8" = 1'-0"  
 8/75/86

SHIT-5B	SHIT-5EA
SHIT-5C	SHIT-5D

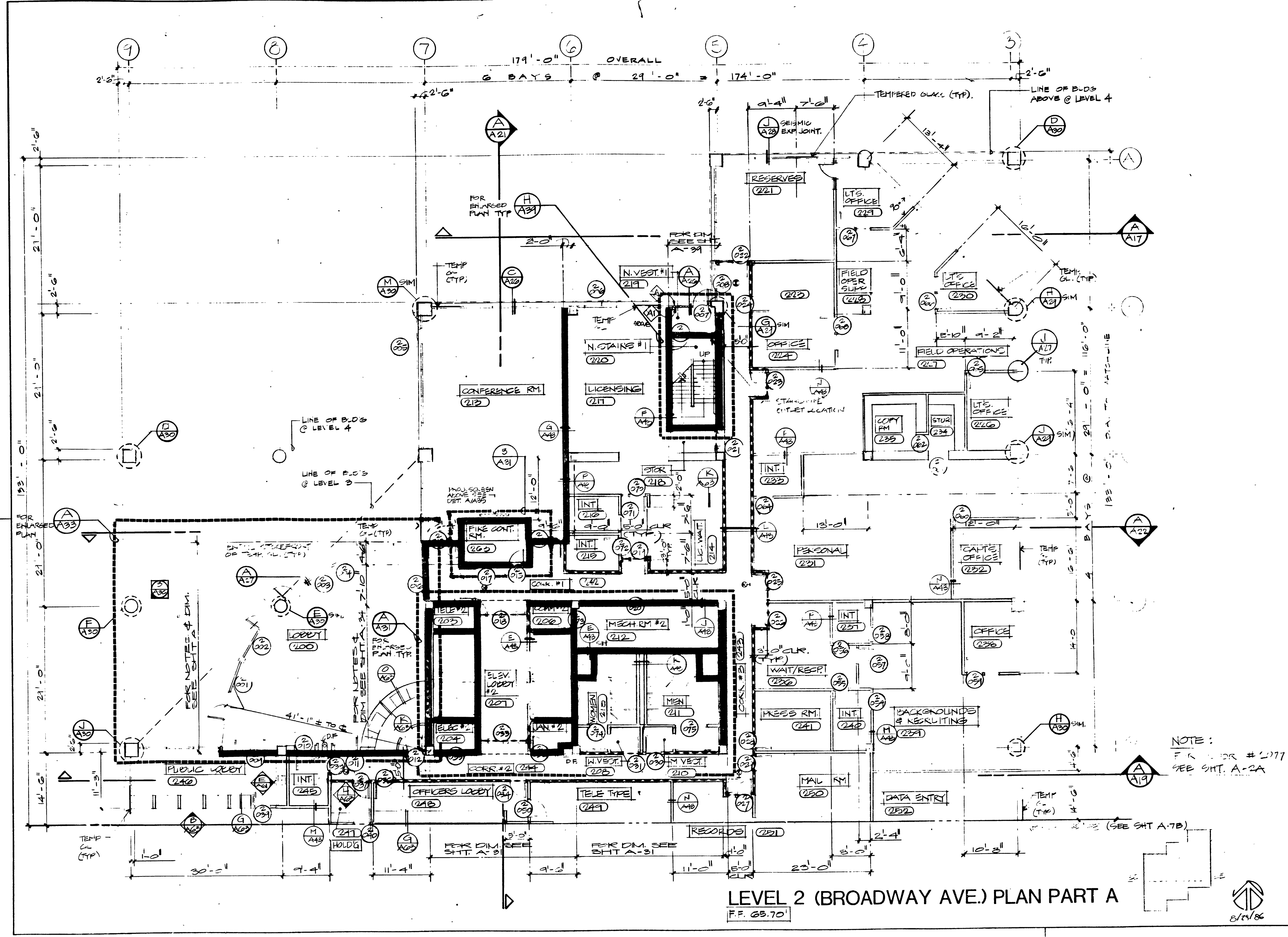
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 [Signature]

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**A5D**  
 8 FEB 1986  
 [Revision Table]



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LEVEL 2 (BROADWAY AVE.) PLAN PART A  
F.F. 68.70'

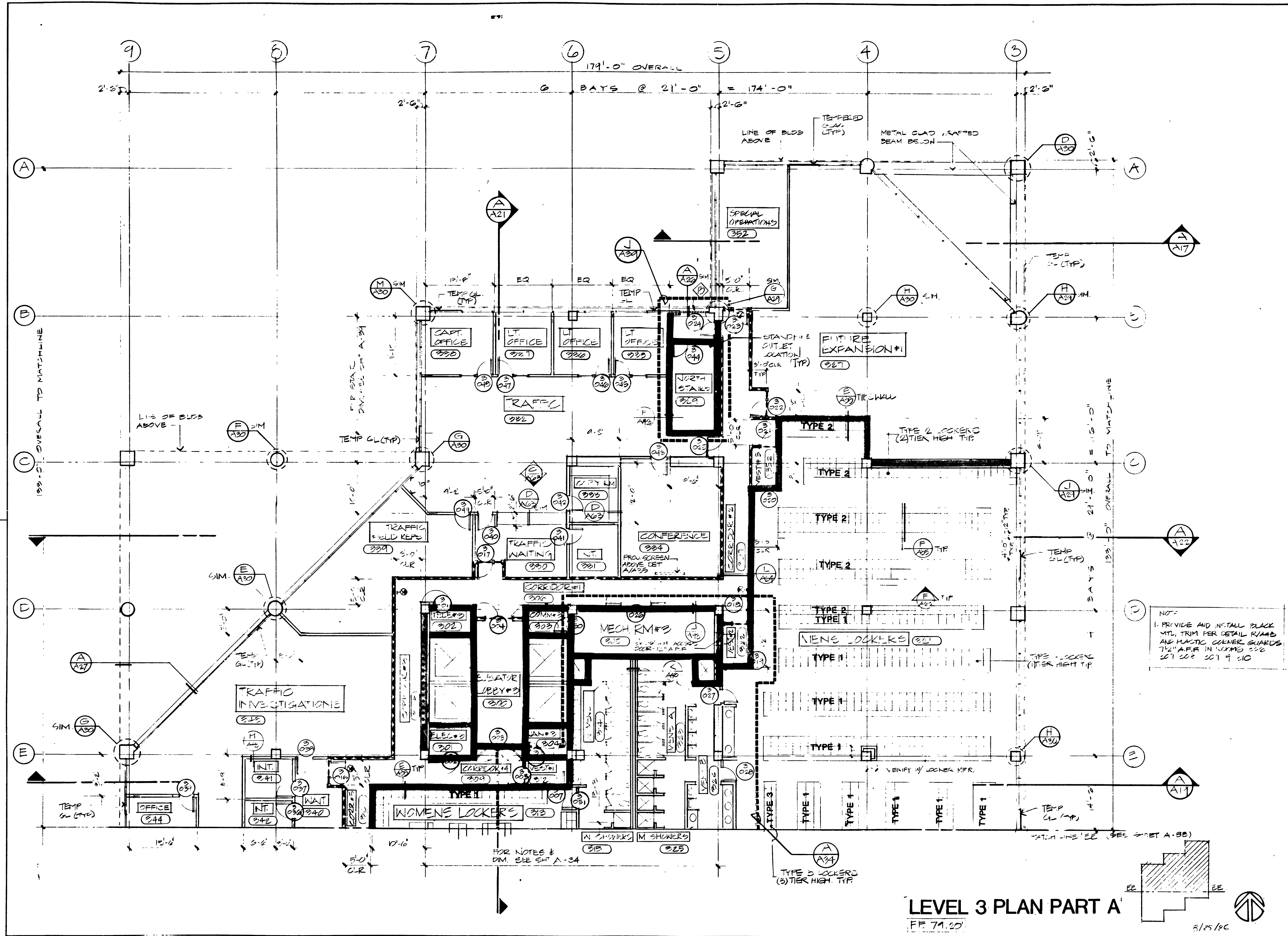
C-1921  
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8/15/86  
A  
7A



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**LEVEL 3 PLAN PART A**  
 FF 71.20

NOTES:  
 1. PROVIDE AND INSTALL BLACK ML TRIM PER DETAIL R/443 AND PLASTIC CORNER GUARDS 7/2" AFF IN ROOMS 202, 207, 208, 209 & 210

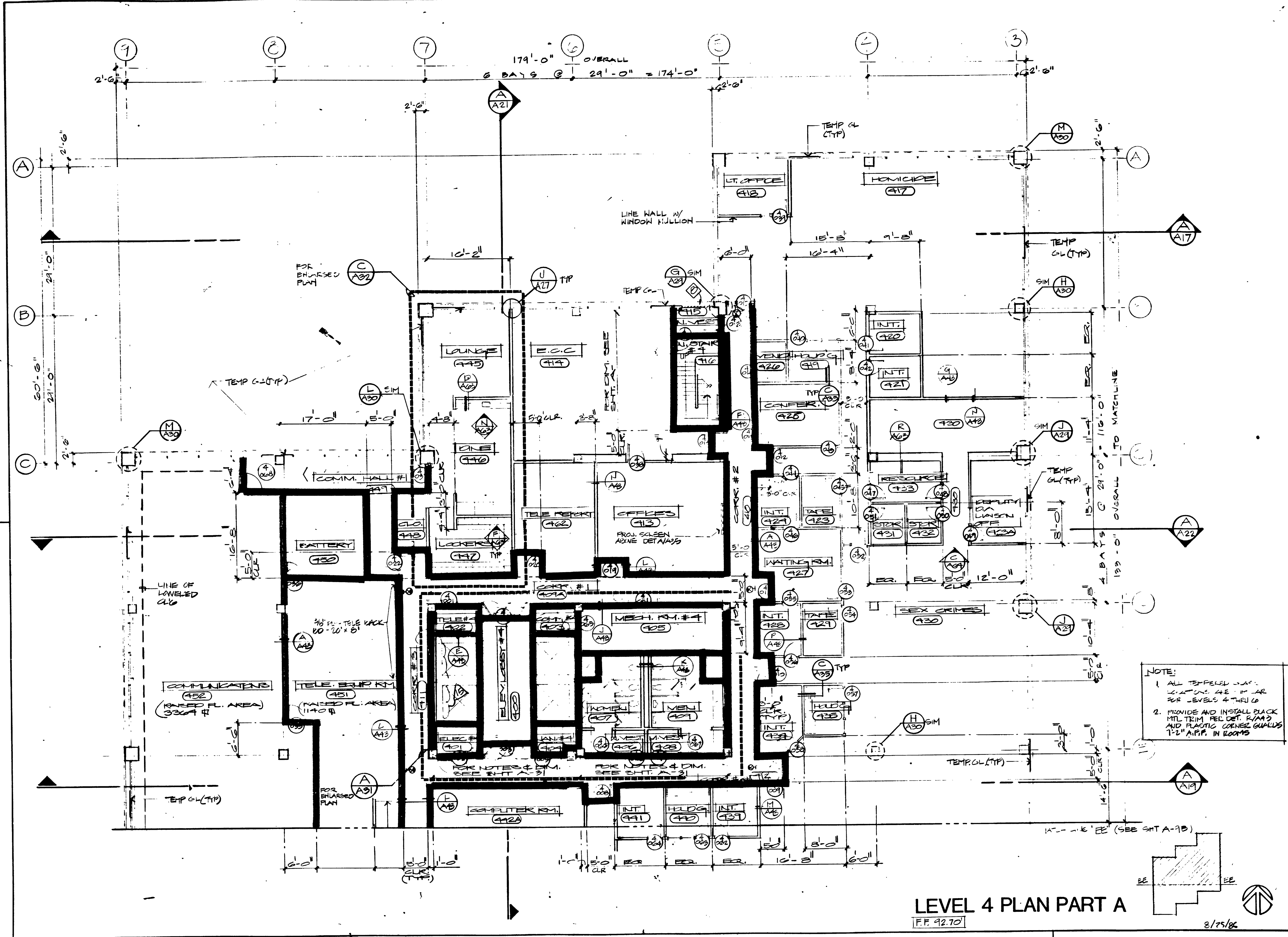
C-1921

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3.05.1985

<p>DE 034          APPROVED          DATE 03/25/85</p>	<p>Drawn          Revised</p>
<b>A</b>	<b>8A</b>

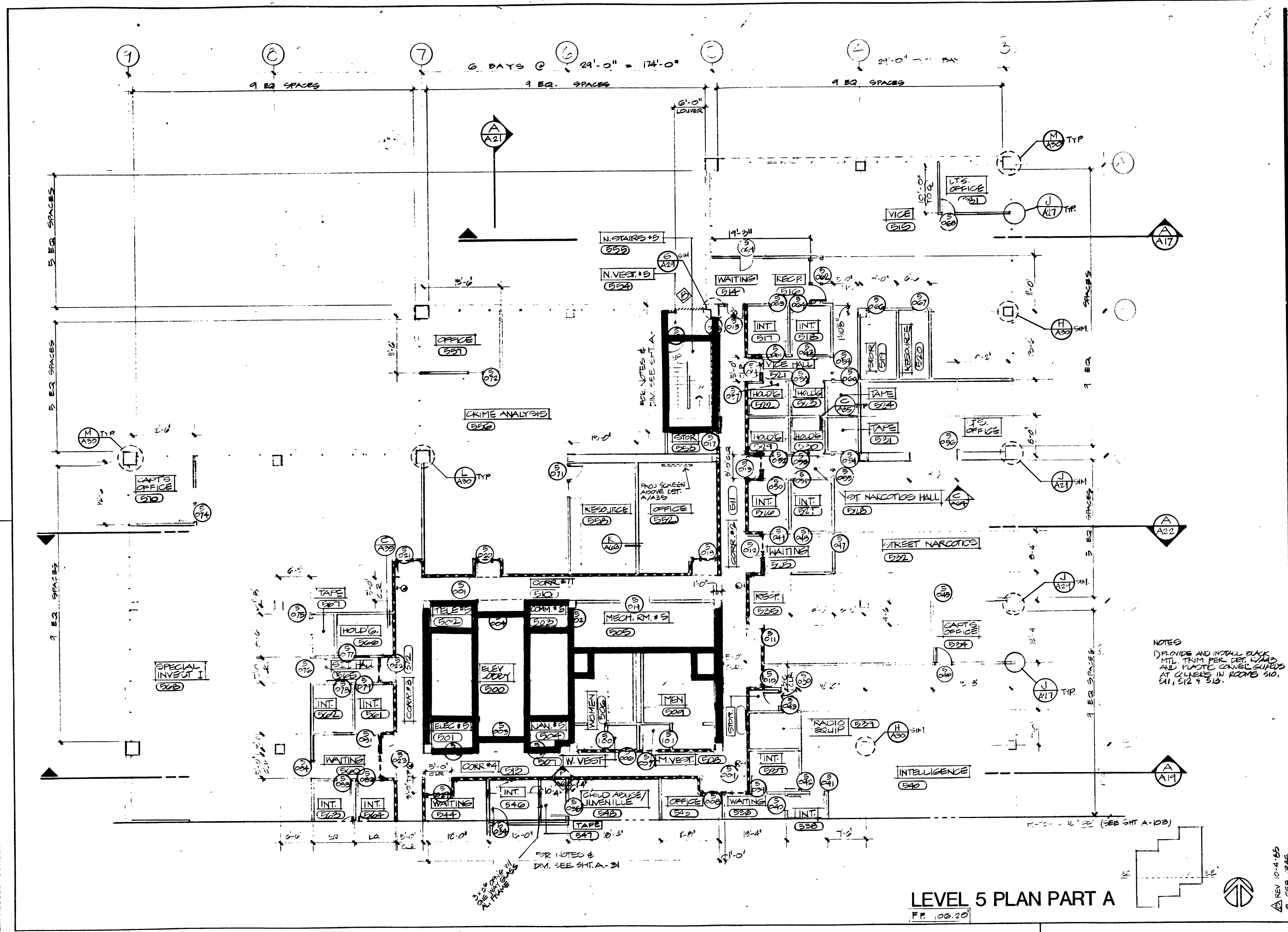
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C-1421  
*[Signature]*

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REV. 10-4-85	REV. 1-18-86	REV. 5-30-86	REV. 5-25-86
DESIGN	DESIGN	DESIGN	DESIGN
DESIGN	DESIGN	DESIGN	DESIGN
DESIGN	DESIGN	DESIGN	DESIGN

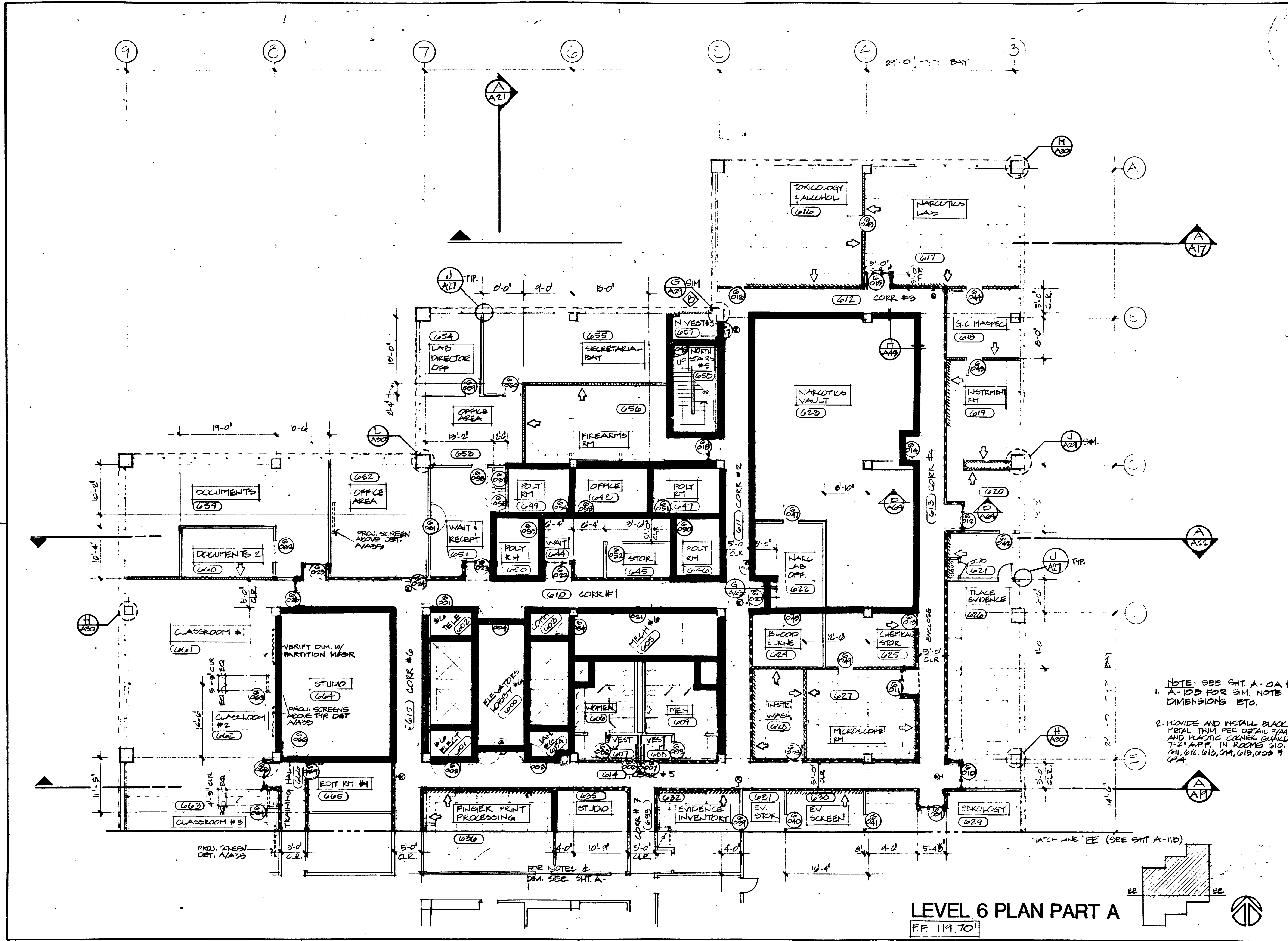
**A**  
**10A**

NOTES  
 1) PROVIDE AND INSTALL PLANK MIL TRIM PER DET. 12.4.85 AND PLASTIC CORNER GUARDS AT CORNERS IN ROOMS 510, 511, 512 & 513.

**LEVEL 5 PLAN PART A**  
 P.P. 106-20

REV 10-4-85  
 5 FEB. 1985

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- NOTE: SEE SHT. A-10A + A-10B FOR S.M. NOTE DIMENSIONS ETC.
1. PROVIDE AND INSTALL BLACK METAL TRIM PER DETAIL P/433 AND PLASTIC CORNER GUARDS 1/2" A.P.F. IN ROOMS 610, 611, 612, 613, 614, 615, 620 & 624.
  2. PROVIDE AND INSTALL BLACK METAL TRIM PER DETAIL P/433 AND PLASTIC CORNER GUARDS 1/2" A.P.F. IN ROOMS 610, 611, 612, 613, 614, 615, 620 & 624.

LEVEL 6 PLAN PART A  
FF. 119.70'

C-143  
*Thomas P. Wilkes*

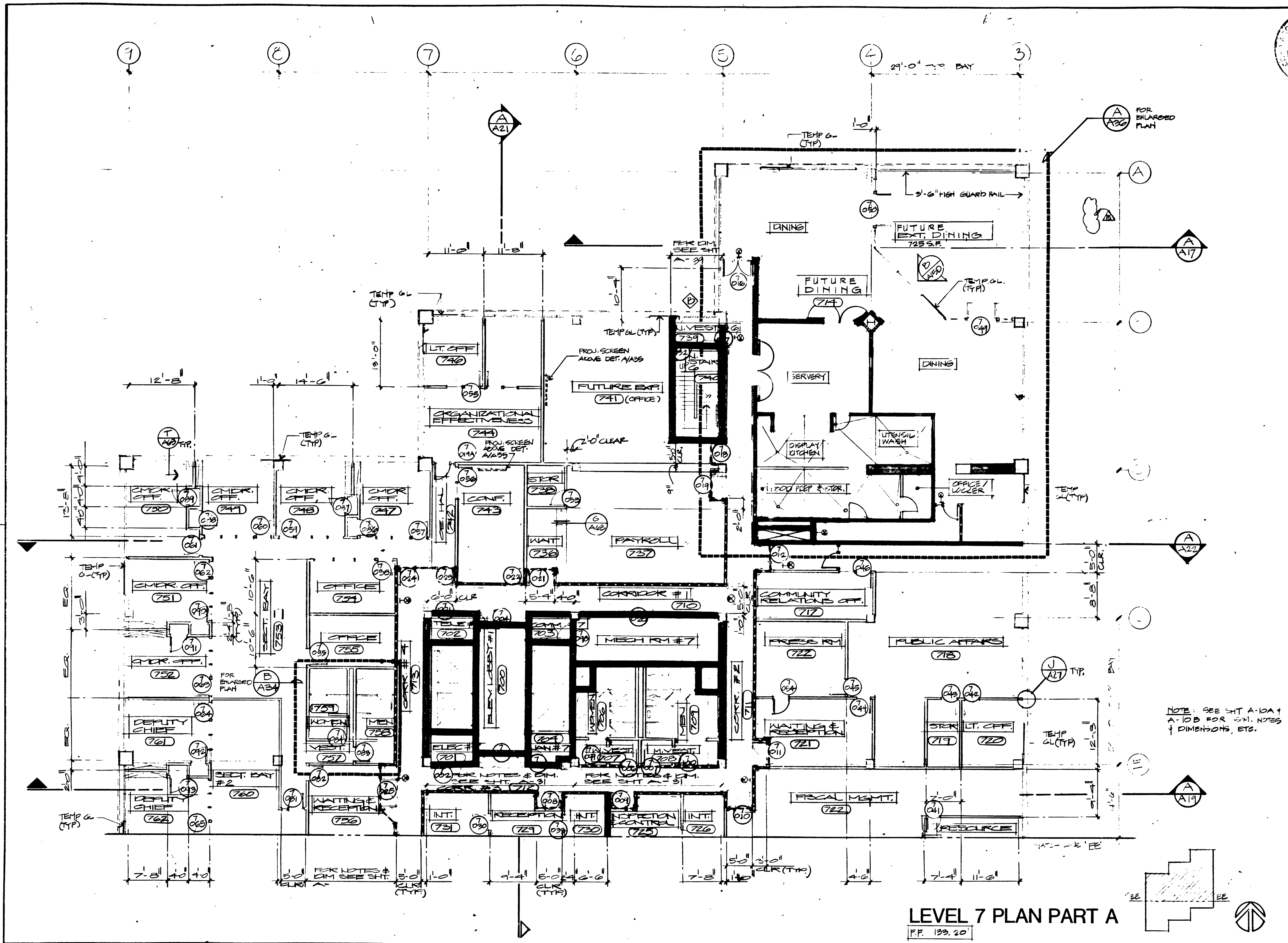
**POLICE ADMINISTRATION AND TECHNICAL CENTER**  
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5. FEB. 1985

A 11A	Checked Date	Approved Date	
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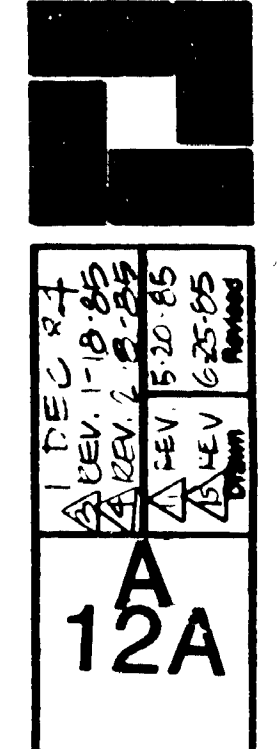
LEVEL 7 PLAN PART A  
P.F. 123, 20'

NOTE: SEE SHIT A-10A & A-10B FOR DIM. NOTES & DIMENSIONS, ETC.



POLICE ADMINISTRATION AND TECHNICAL CENTER  
SAN DIEGO, CALIFORNIA

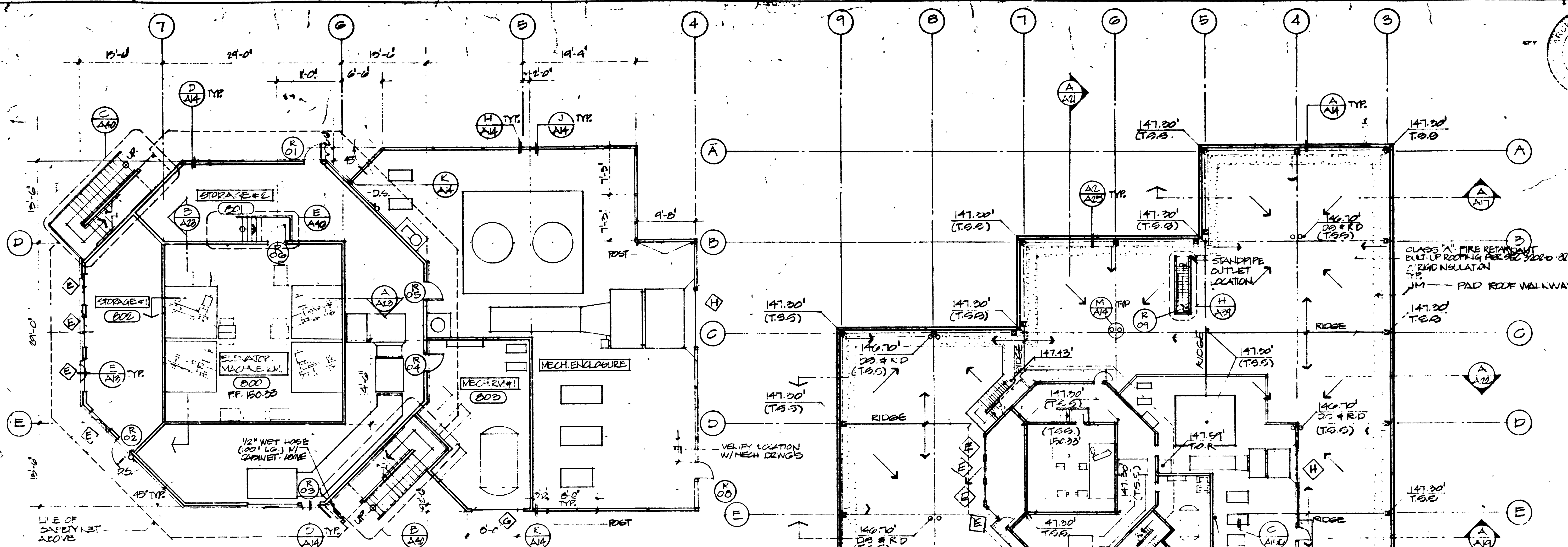
Delawie/Bretton/Wilkes Associates AIA Architecture & Planning • 2827 Presidio Drive, San Diego, Ca 92110-2797 • (619) 299-8660



12A



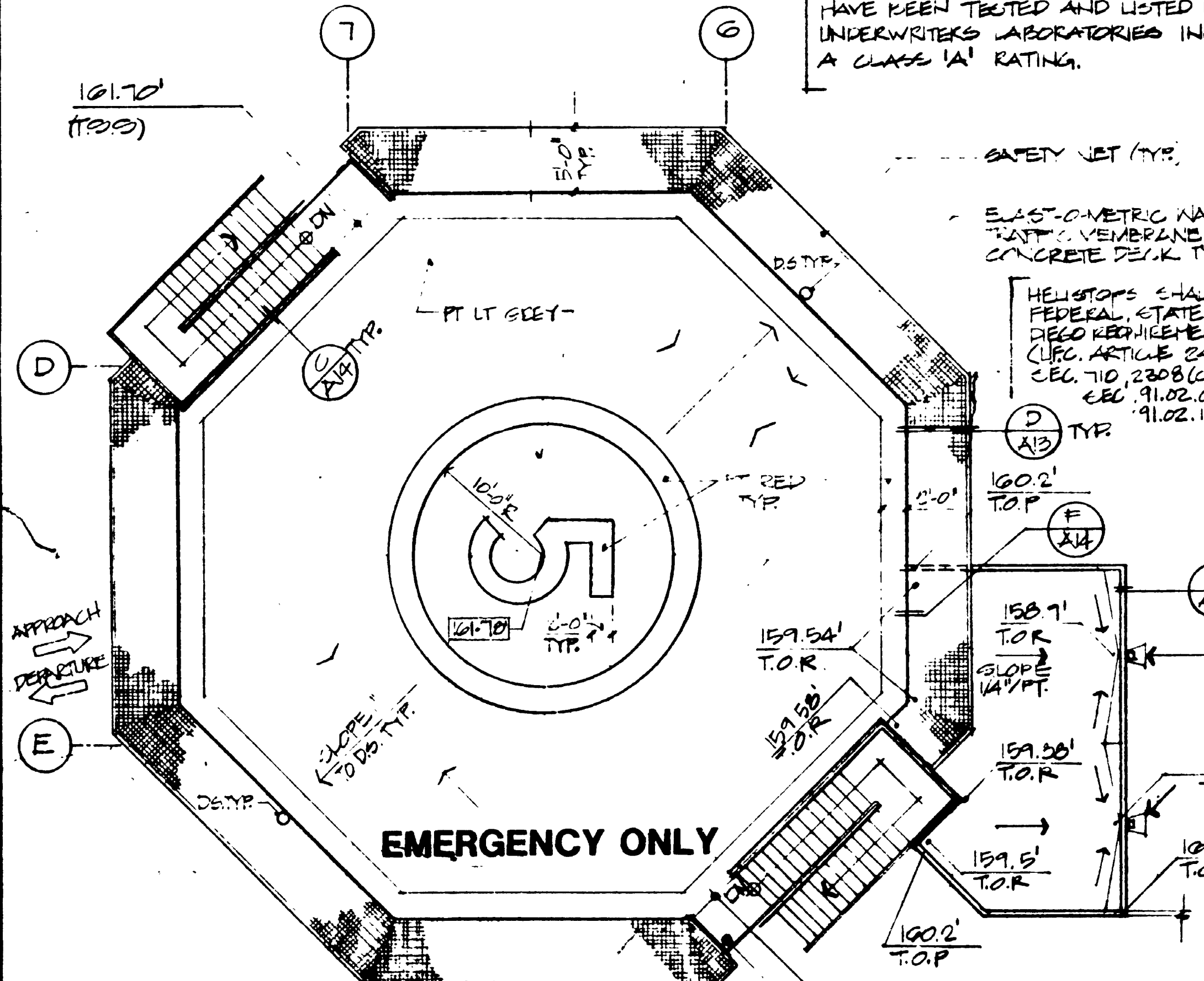
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**ELEV. MACHINE RM. / MECH. WELL**

SCALE 1/8" = 1'-0"

**ROOF SPECIFICATIONS:**  
BUILT-UP ROOFING AND APPLICATION SHALL HAVE BEEN TESTED AND LISTED BY THE UNDERWRITERS LABORATORIES INC, AND OR A CLASS 1A1 RATING.

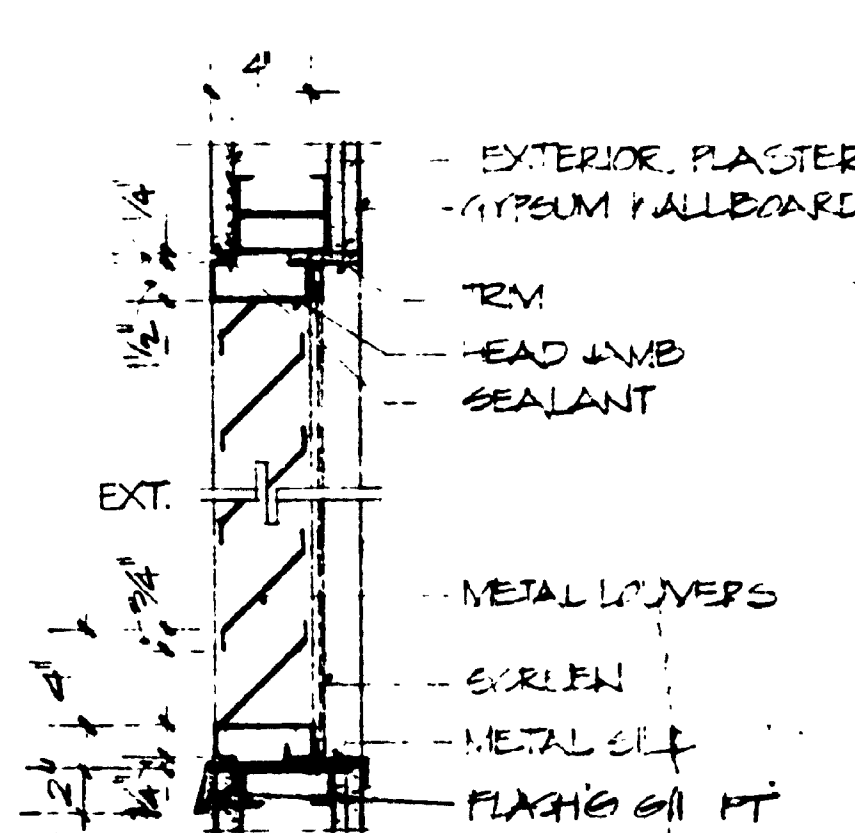


**EMERGENCY HELISTOP PAD**

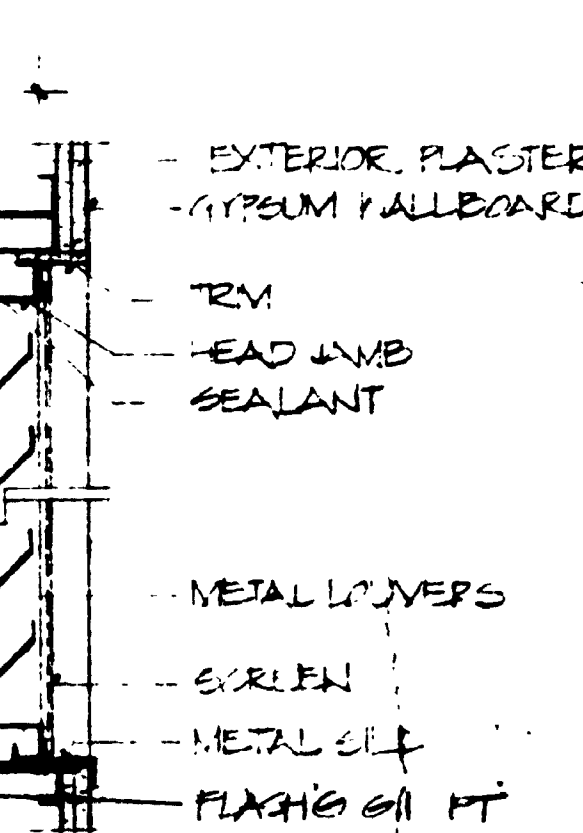
SCALE 1/8" = 1'-0"

**LOUVERED VENT**

SCALE 1/8" = 1'-0"



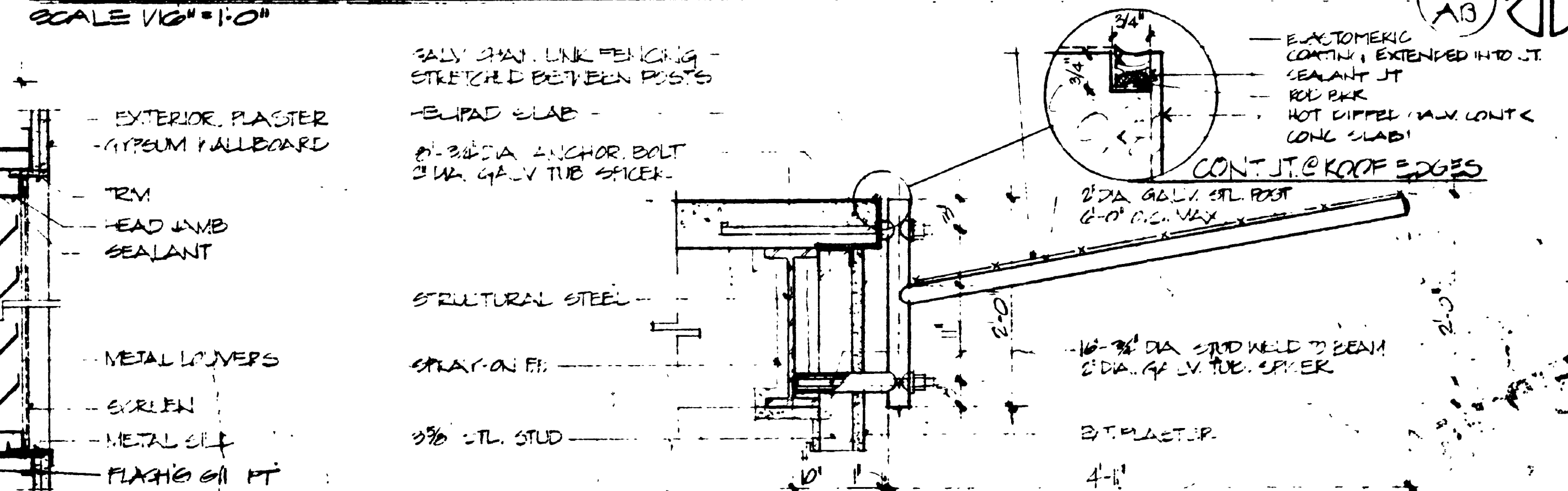
**SCALE 1/16" = 1'-0"**



**HELISTOP PAD SAFETY SCREEN**

SCALE 1/16" = 1'-0"

**ROOF PLAN**



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**A13**

**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. Summary of Proposal (5 Points Max)

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

### 3. Project Team (5 Points Max)

- 3.1. Describe the proposed management plan for this Project. Describe the qualifications of key proposed construction and technical personnel, and subcontractors, from applicable fields including the following:
  - 3.1.1. Civil
  - 3.1.2. Architectural
  - 3.1.3. Mechanical
  - 3.1.4. Electrical
  - 3.1.5. Fire Protection

### 4. Technical Approach and Design Concept (30 Points Max)

- 4.1. Describe in detail the proposed design concept for this Project. Include detailed descriptions, conceptual design drawings, schematics, a list of major equipment, and any other information deemed necessary to allow the City to make an informed evaluation of the Proposer's technical approach. The completeness and technical merit of the design concept will be evaluated.
- 4.2. The following elements shall be included in this Technical Proposal:
  - 4.2.1. Experience in performing elevator modernization tasks/work, similar to what is outlined in Attachment A. Provide past projects with similar scope, outlining how they were successfully managed.
  - 4.2.2. State Certification
  - 4.2.3. Coordination with Tenants

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

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

4.4. **Proposed Design Schedule:** Outline the proposed design schedule, including sequencing of each major design component and proposed durations.

**5. Construction Plan (30 Points Max)**

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

- 5.1.1. Construction approach and methods
- 5.1.2. Plan for operation of facility during construction
- 5.1.3. Plan for phasing of construction activities
- 5.1.4. General plan for functional testing and start-up.
- 5.1.5. Proposed construction schedule

**6. Equal Opportunity Contracting Program (25 Points Max)**

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

6.2 Subcontractor Documentation

6.2.1 The points will be awarded according to the chart below, based upon actual subcontract award amounts, as set forth in the price proposals.

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

**7. Reference Checks (5 Points Max)**

7.1 Three references will be required.

**TOTAL POINTS: 100**

**8. Review of Technical Proposal**

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

**9. Final Selection Based on the Lowest Price for an Acceptable Design**

9.1 The City will select a Design-Builder who offers the lowest price for an acceptable design and construction plan of the Project per the scope described in Attachment A and in accordance with the requirements of this solicitation. The Panel will use the point system described herein to evaluate the acceptability of the Proposals. Only Proposals scored at 60 points or higher will be deemed acceptable. The selected Design-Builder will then be chosen based on the lowest price.

9.2 The Design-Builder must demonstrate that the complete design and construction can be accomplished for the Contract Price.

**ATTACHMENT H**  
**PRICE FORMS**



*National Headquarters:*  
100 Gaither Drive, Suite C  
Mount Laurel, NJ 08054

*California Office:*  
4660 La Jolla Village Drive, Suite 100  
San Diego, CA 92122

## PRICE PROPOSAL

---

**RFP Number:** K-23-2124-DB1-3-B  
**Title:** Police HQ Elevator Modernization  
**Proposal Due:** Wednesday, May 17, 2023 at 2:00pm PT  
**Submitted To:** City of San Diego  
*Electronic submission via PlanetBids*

*Attention:*  
Rosa I. Riego, Senior Contract Specialist  
E: RRiego@sandiego.gov  
T: (619) 533-3426

**Offeror's Name:** Wu & Associates, Inc.

*National Office:*  
100 Gaither Drive, Suite C  
Mount Laurel, NJ 08054

*California Office:*  
4660 La Jolla Village Drive, Suite 100  
San Diego, CA 92122

**Point of Contact:** Katherine Ng, LEED AP  
Vice President  
T: (888) 409-0533  
E: info@wuassociates.com

**ELECTRONIC**

*servicing the nation since 1990*



## PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **Police HQ Elevator Modernization**, 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	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
<b>BASE PROPOSAL</b>							
1	524126	Bonds (Payment and Performance)	1		LS	<del>                    </del>	\$ 32,000.00
2	238290	Engineering and Design Services	1	D	LS	<del>                    </del>	\$ 124,000.00
3	238290	Construction	1		LS	<del>                    </del>	\$ 1,991,000.00 <span style="color: red;">\$1,991,000.00</span>
4	236220	Building Permit (EOCP Type I)	1		AL	<del>                    </del>	\$10,000.00
5		City Contingency (EOC Type II)	1		AL	<del>                    </del>	\$155,000.00 <span style="color: red;">5/24/2023</span>
6	541330	WPCP Development	1	D	LS	<del>                    </del>	\$ 2,000.00
7	237310	WPCP Implementation	1		LS	<del>                    </del>	\$ 3,000.00
<b>SUBTOTAL DESIGN-BUILD BASE PROPOSAL (ITEMS NO 1 THROUGH 7 INCLUSIVE):</b>							<b>2,317,000.00</b>
<b>ADDITIVE ALTERNATE A</b>							
1.	238210	Overspeed Governors and Ropes	1		LS	<del>                    </del>	\$ 37,000.00
<b>SUBTOTAL FOR ADDITIVE ALTERNATE A (ITEM 1, INCLUSIVE):</b>							<b>\$ 37,000.00</b>
<b>TOTAL DESIGN-BUILD BASE PROPOSAL (ITEMS 1 THROUGH 7) PLUS ADDITIVE ALTERNATE A (ITEMS NO 1 INCLUSIVE):</b>							<b>\$ 2,354,000.00</b>

\* Design Element (For City Use)

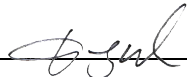
Total Price For Design-Build Proposal, Base Proposal ((Items 1 through 7) Plus Additive Alternate A (item 1)), inclusive amount written in words:

Two million three hundred fifty four thousand dollars only

---

Design-Builder: Wu & Associates, Inc.

Title: President

Signature: 

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

Kirby Wu, AIA, LEED AP - President

Katherine Ng, LEED AP - Vice President

---

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

NOTES:

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

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>Ⓞ</sup>	WHERE CERTIFIED ①	CHECK IF JOINT VENTURE PARTNERSHIP ②
Name: <u>OTIS Elevator Company</u> Address: <u>4949 View Ridge Ave</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>858-560-5881</u> Email: <u>jessica.williams@otis.com</u>	Constructor	CC-03-102 731	C-11 7031	Elevator	\$1,197,842.00			
Name: <u>COAR Design Group</u> Address: <u>9640 Granite Ridge Dr, Ste 130</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>619-698-9177</u> Email: <u>jeff@coargroup.com</u>	Designer	1000029006	C-18223	Architect	\$82,500.00			

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 <sup>Ⓞ</sup>	WHERE CERTIFIED ①	CHECK IF JOINT VENTURE PARTNERSHIP ②
Name: <u>Fineline Electric</u> Address: <u>3943 Irvine Blvd, Ste 49</u> City: <u>Irvine</u> State: <u>CA</u> Zip: <u>92602</u> Phone: <u>949-633-0001</u> Email: <u>stamadon@FLElectricCO.com</u>	Constructor	PW-LR-100 0965386	1095531	Electrical	\$102,800.00	SBE, WBE	CA	
Name: <u>Pyro-Comm Systems</u> Address: <u>15531 Container Lane</u> City: <u>Huntington Beach</u> State: <u>CA</u> Zip: <u>92649</u> Phone: <u>714-902-8000</u> Email: <u>jwarner@pyrocomm.com</u>	Constructor	1000001401	612153	Fire Alarm	\$45,000.00		CA	

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 <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
Name: <u>N/A</u> 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

## SUBCONTRACTORS FOR ALTERNATES

\*\*\* FOR USE WHEN LISTING SUBCONTRACTORS FOR ALTERNATES ONLY \*\*\*  
(Use Additional Sheets As Needed)

<b>IDENTIFY ALTERNATE</b> <small>(example: Deductive Alternate B - Only one Alternate and Sub per line)</small>	<b>SUBCONTRACTOR NAME, LOCATION, PHONE &amp; EMAIL</b>	<small>SUBCONTRACTOR'S CA LICENSE NUMBER</small>	<small>SUBCONTRACTOR'S DIR REGISTRATION NUMBER</small>	<small>IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER</small>	<b>TYPE OF WORK</b>	<small>DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT (Negative If Deductive)</small>
	Name: <u>OTIS Elevator Company</u> Address: <u>4949 View Ridge Ave</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>858-560-5881</u> Email: <u>jessica.williams@otis.com</u>	C-11 7031	CC-03-102731	Constructor	Elevator	\$34,400
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____					
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____					
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____					

**SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD ACHIEVING SLBE/ELBE PARTICIPATION GOALS**

Form AA10 – Design-Build List of Subcontractors Additive/Deductive Alternate To Be Included in Price Proposal Only

**ATTACHMENT I**  
**DESIGN-BUILD AGREEMENT**



## DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this 30<sup>th</sup> day of June, 2023, by and between The City of San Diego [City], a municipal corporation, and **Wu & Associates, Inc** [Design-Builder], for the purpose of designing and constructing the **Police HQ Elevator Modernization** (Project) in the amount of **Two Million Three Hundred Seventeen Dollars and Zero Cents (\$2,317,000.00)**. 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-23-2124-DB1-3-B**, for **Police HQ Elevator Modernization**, 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.

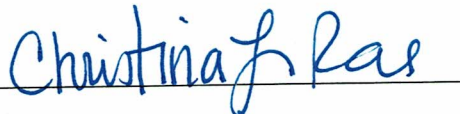
**IN WITNESS WHEREOF**, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code **§22.3102** authorizing such execution.

**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: Christina L. Rac  
Deputy City Attorney

Date: 6/30/2023

Date: 6/30/2023

**CONTRACTOR**

By 

Print Name: Kirby Wu, AIA, LEED AP  
Kirby Wu, AIA, LEED AP

Title: President  
President

Date: 6/12/2023  
~~6/12/2023~~

City of San Diego License No.: 9586380

State Contractor's License No.: 1032467

**PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND**

---

**FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:**

Wu & Associates, Inc., a corporation, as principal, and Swiss Re Corporate Solutions America Insurance Corporation, 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 Three Hundred Seventeen Dollars and Zero Cents (\$2,317,000.00)** for the faithful performance of the annexed contract, and in the sum of **Two Million Three Hundred Seventeen Dollars and Zero Cents (\$2,317,000.00)** for the benefit of laborers and materialmen designated below.

**Conditions:**

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

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

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

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

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

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

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

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By: Stephen Samara

By: Christina L. Rae

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

Print Name: Christina L. Rae  
Deputy City Attorney

Date: 6/30/2023

Date: 6/30/2023

CONTRACTOR

Wu & Associates, Inc.

By: Kirby Wu

SURETY

Swiss Re Corporate Solutions America Insurance Corporation

By: Matthew T. Burke  
Attorney-In-Fact

Print Name: Kirby Wu, AIA, LEED AP  
Kirby Wu, AIA, LEED AP

Print Name: Matthew T. Burke

Date: 6/8/2023  
6/8/2023

Date: 6/8/2023  
6/8/2023

475 North Martingale Road, Suite 850  
Schaumburg, IL 60173

Local Address of Surety

847-619-0551

Local Phone Number of Surety

\$20,173.00

Premium

2342202

Bond Number



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

R.H. SHEPHERD, JR., ROBERT J. COLMAN, DAVID B. KANE, MATTHEW T. BURKE AND JOHN P. SEDOR

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY-FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

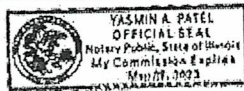
IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 8th day of June, 2023

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

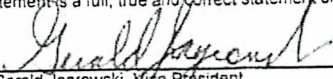
**SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION**  
A Missouri Corporation

BALANCE SHEET AS OF DECEMBER 31, 2021  
(Statutory Basis)

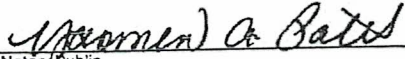
Valuation of securities on National Association of Insurance Commissioner Basis

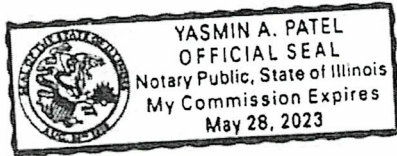
ASSETS		LIABILITIES	
Cash	72,466,637	Reserve for Unearned Premiums	31
Bonds	690,900,133	Reserve for Losses and Loss Adjustment Expenses	16,022,390
Common Stock	318,679,074	Funds Withheld	5,676,002
Other Invested Assets	420,025	Taxes and Other Liabilities	150,650,277
Other Admitted Assets	107,432,547	Surplus	1,017,549,716
<b>TOTAL ADMITTED ASSETS</b>	<b>1,189,898,416</b>	<b>TOTAL LIABILITIES &amp; POLICYHOLDERS' SURPLUS</b>	<b>1,189,898,416</b>

The undersigned, being duly sworn, says That he is Vice President of SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION, Kansas City, Missouri that said company is a corporation duly organized, existing by virtue of the Laws of the State of Missouri and that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved, July 1947 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2021

  
\_\_\_\_\_  
Gerald Jagrowski, Vice President  
SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

Subscribed and sworn before me,  
this 26th day of April, 2022

  
\_\_\_\_\_  
Notary Public



## **ELECTRONICALLY SUBMITTED FORMS**

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

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

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

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

## 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.

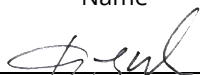
CHECK ONE BOX ONLY.

- 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: Wu & Associates, Inc.

Certified By Kirby Wu, AIA, LEED AP Title President  
Name

  
 Date 5/17/2023  
Signature

**USE ADDITIONAL FORMS AS NECESSARY**



## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Wu & Associates, Inc.			
Street Address	City	State	Zip
100 Gaither Dr, Ste C	Mount Laurel	NJ	08054
Contact Person, Title		Phone	Fax
Kirby Wu, AIA, LEED AP - President		888-409-0533	856-857-1729

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
Kirby Wu, AIA, LEED AP	President
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	
Interest in the transaction	
President	

Name	Title/Position
Katherine Ng, LEED AP	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	
Interest in the transaction	
Vice President	

### \* 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.

Kirby Wu, AIA, LEED AP - President



5/17/2023

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
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.

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
Wu & Associates, Inc.	
Kirby Wu, AIA, LEED AP	President
Katherine Ng, LEED AP	Vice President

**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: Wu & Associates, Inc.

Certified By Kirby Wu, AIA, LEED AP Title President

Name  
  
 \_\_\_\_\_ Date 5/17/2023

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
OTIS	
Judy Marks	CEO

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Fineline Electric	
Shadi Tamadon	Principal

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Pyro-Comm Systems	
John De Sousa	President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
COAR Design Group	
Jeff Katz	Principal

Contractor Name:                     Wu & Associates, Inc.                   

Certified By                     Kirby Wu, AIA, LEED AP                     Title                     President                   

 Name                     Kirby Wu                     Date                     5/17/2023                   

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 **Police HQ Elevator Modernization** 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: 5/17/2023

The Design-Builder: Wu & Associates, Inc.

By:   
(Signature)

Title: Kirby Wu, AIA, LEED AP - President

## 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 \_\_\_\_\_
- (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 \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Full Name and Character of partner  
\_\_\_\_\_  
\_\_\_\_\_

(4) Place of Business (Street & Number) \_\_\_\_\_

(5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_


(6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

(7) Email Address \_\_\_\_\_

**IF A CORPORATION, SIGN HERE:**

(1) Name under which business is conducted Wu & Associates, Inc.

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

  
\_\_\_\_\_

(Signature)

Kirby Wu, AIA, LEED AP

(Printed Name)

President

(Title of Officer)



(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 100 Gaither Drive, Suite C

(5) City and State Mount Laurel, New Jersey Zip Code 08054

(6) Telephone No. 888-409-0533 Facsimile No. 856-857-1729

(7) Email Address info@wuassociates.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 - General Building Contractor

LICENSE NO. 1032467 EXPIRES 11/30/2023

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000064411

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): 23-2590566

E-Mail Address: info@wuassociates.com

**THIS PROPOSAL MUST BE NOTARIZED BELOW:**

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

Signature *[Handwritten Signature]* Title President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 17th DAY OF May, 2023.

Notary Public in and for the County of Burlington, State of New Jersey

*Katarzyna Bochenko*

(NOTARIAL SEAL)





# City of San Diego

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

## ADDENDUM 1

## PROPOSAL DOCUMENTS



**FOR**

## POLICE HQ ELEVATOR MODERNIZATION

RFP NO.:	<u>K-23-2124B-DB1-3-B</u>
SAP NO. (WBS/IO/CC):	<u>B-22081</u>
CLIENT DEPARTMENT:	<u>1914</u>
COUNCIL DISTRICT:	<u>3</u>
PROJECT TYPE:	<u>BA</u>

### **PROPOSALS DUE:**

**2:00 PM**  
**MAY 17, 2023**

**CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS**

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

**A. CHANGES TO CONTRACT DOCUMENTS**

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

**B. BIDDER'S QUESTIONS**

Q1. Will the information from Addenda 1-3 from the original RFP K-23-2124-DG1-3-A be reissued with the present bid?

A1. All information from Addenda 1-3 from the original RFP have been incorporated into the present bid.

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *May 11, 2023*  
San Diego, California

RA/MJN/na

# City of San Diego

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

## ADDENDUM 2

## PROPOSAL DOCUMENTS



**FOR**

## POLICE HQ ELEVATOR MODERNIZATION

RFP NO.: K-23-2124-DB1-3-B  
SAP NO. (WBS/IO/CC): B-22081  
CLIENT DEPARTMENT: 1914  
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## **A. CHANGES TO CONTRACT DOCUMENTS**

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

## **B. BIDDER'S QUESTIONS**

Q1. Will a field office for use by the general contractor's on-site field manager be provided within the police headquarters' building or will a rental trailer office and temporary power provided by the GC be required on site? If a rental trailer office is required where would the rental trailer office be staged on site and how would it be supplied with electricity?

A1. If Contractor requires office space onsite, separate area will be provided for office trailers in parking lot, not within the building. Temporary Power will be provided from Street (temporary meter).

Q2. Will on site toilets be available for use for construction staff, or will temporary rental toilets (porta potties) be required? If temporary rental toilets are required, where would these toilets be staged on site?

A2. Temporary rental toilets shall be provided by the Contractor and staging area to be coordinated with Police HQ.

Q3. Is there going to be a service agreement awarded along with the modernization contract?

A3. The City of San Diego contracts for service and maintenance of elevators City-wide. The contractor shall coordinate inspection and turnover of the O&M to the service contractor under contract at the time of elevator acceptance and beneficial use.

Q4. 2.1.19 non-elevator trades:

a. Please confirm whether fire sprinklers are to be kept or removed as part of the modernization project.

b. Please confirm whether there is any mechanical scope relating to the modernization in order to provide necessary conditioning for the equipment rooms, etc.

- c. Please confirm whether there is any plumbing scope relating to sump pumps, and whether there are any existing sump pits.

A4.

- a. Fire sprinklers shall be retained and are not included in this modernization project.
- b. Mechanical components shall not be included in this modernization project.
- c. Plumbing shall not be included in the scope of work for this modernization project.

Q5. Schedule – what are the constraints on phasing of elevators during construction? Can all 4 elevators be taken out of service for concurrent modernization?

A5. At least two (2) of the elevators must be operable and accessible during construction.

Q6. Can detailed photographs of the pit conditions, elevator machine rooms, etc. be provided to bidders?

A6. Contractor shall bid as is.

Q7. Please confirm other control types other than Elevonic are acceptable on this project. Attachment A item 2.1.1 states Elevonic which is specific to Otis.

A7. Control types deemed equivalent to what is stated in the scope of work shall be considered.

Q8. Can the crane park in the front courtyard in front of the entrance? Or in the parking area on the west side of the building?

A8. Courtyard and parking area are above a parking lot. It is assumed that cranes will be located on street ROW only, and permit will be required. Any other proposed areas will have to be cleared and justified with structural calculations provided by the contractor.

Q9. Are there currently sprinklers in the overhead of the elevator shafts?

A9. Yes, there are sprinklers in the overhead of the elevator shafts.

- Q10. Please confirm the flooring finish type for the interior of the elevator cabs.
- A10. Flooring finish is vinyl planking. Reminder that replacement of flooring is not part of scope.
- Q11. There is a key switch in the jamb of elevator #4. What is the key switch for and should it be retained?
- A11. This appears to be a dedicated service elevator key switch. If functional, retain and protect in place. If not functional, restore capability and replace in kind.
- Q12. There are priority service key switches located in the hall by the buttons at the P1 and P2 level. Are these still being used? Should they be retained?
- A12. The priority service key switches do not appear to be functional. Demo per code. Provide coverplate to match existing finishing material.
- Q13. Will a video/text communications system be required to be installed in the elevator? The State of California Elevator Unit is not requiring this feature but it has been adopted as part of the CBC 2019 code.
- A13. For now, no, shall not be included in scope, unless for Safety Reasons (access alert system).
- Q14. Is it assumed that structural engineering is not required? Note, if structural is required, as-builts will be required.
- A14. It is assumed structural engineering is not required. This is a modernization project only.
- Q15. Section 2.1.17 of the scope calls for "buffer" to be replaced. Is the intent to replace the car and counterweight buffers located in the pit?
- A15. Correct; buffers located in the pit that are associated with the car and counterweight shall be refurbished. If buffers cannot be refurbished, they shall be replaced.
- Q16. The two-man doors into the elevator penthouse are too small to get the elevators equipment through; two of the doors, frames and hardware

will need to be replaced. Do you want the doors, frames, and hardware to be replaced in kind?

A16. Doors, frames, and hardware shall be replaced in kind, along with any other components that must be removed due to restricted access.

Q17. Please confirm a Fire Protection QFPE designer is NOT required for this project.

A17. A Fire Protection QFPE Designer is not required for this project.

Q18. Please confirm that an Elevator inspection is the only inspection required for this project.

A18. In addition to the elevator inspection required for the modernization work, elevator recall functions shall be tested with California State Elevator Inspector.

Q19. Please confirm there is NO Testing required for this project.

A19. In addition to the elevator inspection required for the modernization work, elevator recall functions shall be tested with California State Elevator Inspector, due to upgrades related to the Fire Alarm Upgrade and Air Sampling System for Elevator Hoistway Detection.

Q20. Is there an interest to include new cab interior finishes in the scope, to include wall panels, ceiling/lighting, handrail, and flooring?

A20. No, this is an elevator modernization project only.

Q21. Please confirm there are no elevator lobby finishes to be replaced.

A21. This is an elevator modernization project only. Lobby finishes shall be limited to what is already included in the scope of work.

Q22. Will the car doors be replaced as part of the scope of work?

A22. No, Car doors are not to be replaced.

Q23. Who is the existing fire alarm contractor who holds the service contract with the building?

A23. The fire alarm contractor is Pyro-Comm Systems, Inc.



- Q24. Please confirm the what format the New Shop As-Build drawings need to be in for?
- A24. As-Builts shall be provided in .pdf format.
- Q25. Is access to the elevator or any floors controlled by card readers or other types of security?
- A25. Card readers required from P1 and P2.
- Q26. There is a card/fob reader located at the P1 and P2 level. Does this reader lock out the hall calls at this floor?
- A26. If you are on the floor, you have to use the card to call the elevator down.
- Q27. Please confirm that contractor can work on two elevators at a time to keep the current schedule of 372 working days.
- A27. Confirmed.
- Q28. How many elevators are currently in operable condition?
- A28. Four (4) Elevators are currently operable.
- Q29. How many elevators need to be operable at one time?
- A29. At least two (2) elevators must be operable and accessible during construction.
- Q30. There are heat detectors mounted in the machine room. Are the elevators equipped with shunt trip breakers?
- A30. No shunt trip breakers for the elevators.
- Q31. Please confirm - are the elevators currently connected to emergency power? and/or is there an intent for the modernized elevators to run on emergency power? If so, how many elevators can be operated on e-power at a time?
- A31. All (4) elevators are backed up by the building generator.

Q32. How many elevators run on emergency power?

A32. All (4) elevators are backed up by the building generator.

Q33. Are there currently contacts on the transfer switch that signal the elevators for emergency power?

A33. There are contacts in the transfer switch for the elevators.

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *May 12, 2023*  
San Diego, California

RA/MJN/na

**SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)**

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 is to list below the name, address, license number, DIR registration number of any (known tiered subcontractor)** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. **If none are known at this time, mark the table below with non-applicable (N/A).**

Prime Contractor Name: Wu & Associates, Inc.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: <u>  N/A  </u> Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				

**\*\* USE ADDITIONAL FORMS AS NECESSARY \*\***