

# City of San Diego

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C. Fergusson / A. Parra / Y. Kawai

## PROPOSAL DOCUMENTS (1-Step RFP)



## FOR MIRAMAR PLACE CNG FACILITY UPGRADES

RFP NO.: K-23-2073-DB1-3-A-C  
SAP NO. (WBS/IO/CC): B-22041  
CLIENT DEPARTMENT: 2115  
COUNCIL DISTRICT: 1  
PROJECT TYPE: BT

### THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

**PROPOSALS DUE:**

**2:00 PM**

**MARCH 22, 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

2-2-23

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 **Miramar Place CNG Facility Upgrades** 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 **Miramar Place CNG Facility 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: MARCH 22, 2023 at 2:00 PM.**
5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$3,540,000.**
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
7. **CONTRACT PERIOD:** The Project shall be completed within **250** Working Days from the Notice to Proceed (NTP).
8. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
9. **RESERVED**
10. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.

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

1. SLBE participation	<b>10.0%</b>
2. ELBE participation	<b>13.8%</b>
3. Total mandatory participation	<b>23.8%</b>

**10.2.** The Proposal will be declared non-responsive if the Proposer fails to meet the the following mandatory requirements:

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

**10.2.2.** Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in this solicitation by 5 PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

**All submittals in searchable PDF shall be submitted electronically within the prescribed time identified in the contract documents via PlanetBids by invitation to the point of contact named in the bid provided by the Contract Specialist to all bidders.**

**11. SELECTION AND AWARD SCHEDULE:**

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

**11.2.** Proposal Due Date                      **MARCH 22, 2023**

**11.3.** Selection and Notification            **MAY 3, 2023**

**11.4.** Limited Notice to Proceed        **JUNE 14, 2023**

## INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS

### 1. PREQUALIFICATION OF CONTRACTORS AND CALIFORNIA STATE LICENSE:

- 1.1. Contractors submitting a Proposal must be pre-qualified for the total amount proposed 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:

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

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

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

responsibility for complying with all applicable laws and good professional practices as the Design-Builder shall be the Engineer of Record.

- 10. BONDS AND INSURANCE:** Prior to the award of the Contract (or Task Order), the Design-Builders shall submit evidence of separate bonds and insurance as specified in Section 5-4, "INSURANCE," of the City's standard specifications for public works construction unless specified otherwise in the Contract Documents.
- 11. SUBMITTAL REQUIREMENTS: PROPOSALS MUST BE RECEIVED NO LATER THAN THE DUE DATE AND TIME.** Proposals may be withdrawn by the Design-Builder only up to the proposal due date and time.

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

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

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

**11.1.1.** The Technical Proposal shall be concise, well organized, and demonstrate the Design-Builder's qualifications and experience applicable to the Project. The Technical Proposal 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, representatives from the community and other appropriate agencies such as the State Water Resources 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; Section 3-2, "Self-Performance", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

- 13.2. **LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION**



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

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

#### **14. AWARD**

- 14.1.** After the Technical Proposals have been evaluated, scored and ranked; the Price proposals will be factored in according to the criteria set forth in Attachment G. A Design-Builder selection will then be made.
- 14.2.** The City will announce in writing to all the RFP participants the selected Design-Builder. The announcement will show the results of the evaluation. This notification to the Design-Builders shall constitute the public announcement of the selected Design-Builder. In the event that the selected Design-Builder is subsequently deemed non-responsive or non-responsible, a new public announcement will be provided to all proposers with the name of the newly designated selected Design-Builder.
- 14.3.** This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.
- 14.4.** Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public shall receive prior written approval from the City.
- 14.5.** Design-Builders who submit a response to this RFP agree to provide the required services in accordance with the terms and conditions noted in this RFP and its attachments upon award by the City. The agreement and other terms and conditions are included in the Design-Build Contract, The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- 14.6.** Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project’s preliminary design may not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms,

specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents, such as the Water Department's Master Plan and any other document that was not prepared specifically for this contract, are considered to be eligible to participate.

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

## 15. **ADDITIONAL POLICIES, PROCEDURES, TERMS AND CONDITIONS**

- 15.1. The Program's Selection Process is based on the policies, procedures and guidelines set forth in the City Municipal Code Chapter 2, Article 2, Division 33.
- 15.2. **Protests.** A Design-Builder may protest the award of the Contract to another Design-Builder in accordance with San Diego Municipal Code.
- 15.3. **Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified in its proposal as "key personnel" without the written consent of the City. The Design-Builder shall not change or substitute any material, supplier, or subcontractor identified in its Proposal without written consent of the City. The City's consent will not be unreasonably withheld.
- 15.4. **Project Team.** The Design-Builder shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule which may be adjusted as mutually agreed upon by the City and the Design-Builder.
- 15.5. **Submittal of "Or Equal" Items.** See 4- 6, "Trade Names or Equals" in the SSP and as modified by the Scope of Work ATTACHMENT A.
- 15.6. **Subcontract Limitations.** The Design-Builder's attention is directed to Standard Specification for Public Works Construction, Section 3-2, "Self-Performance" which requires the Design-Builder to perform not less than the specified amount under this RFP. Failure to comply shall render the Proposal non-responsive.
- 15.7. **San Diego Business Tax Certificate.** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
- 15.8. **City Standard Provisions.** The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.
  - 15.8.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
  - 15.8.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
  - 15.8.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.

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

**15.9. 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></p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

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

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

**EFS West, Inc.**, a corporation, as principal, and **The Ohio Casualty Insurance Company**, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **Three Million Five Hundred Seventy Eight Thousand Seven Hundred Five Dollars and Zero Cents (\$3,578,705.00)** for the faithful performance of the annexed contract, and in the sum of **Three Million Five Hundred Seventy Eight Thousand Seven Hundred Five Dollars and Zero Cents (\$3,578,705.00)** 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.

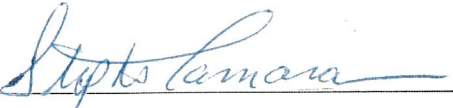
The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

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

By: 

By: 

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

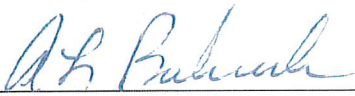
Print Name: Jeanne L. Mackinnon  
Deputy City Attorney

Date: 6/28/2023

Date: 7/1/2023

CONTRACTOR

EFS West

By: 

SURETY

The Ohio Casualty Insurance Company

By:   
Attorney-In-Fact

Print Name: ART BABCOCK

Print Name: David Noddle, Attorney-In-Fact

Date: 5-16-2023

Date: May 11, 2023

790 The City Drive South, Suite 200  
Orange, CA 92868

Local Address of Surety

(858) 255-3988

Local Phone Number of Surety

\$36,590.00

Premium

024269276

Bond Number

**ACKNOWLEDGMENT**

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

State of California  
County of Los Angeles )

On MAY 11 2023 before me, A. Bisordi, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





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

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

Certificate No: 8205727-974861

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Angela Bisordi; David Noddle; Sheila Noddle

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of June, 2021.



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

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

State of PENNSYLVANIA  
County of MONTGOMERY ss

On this 10th day of June, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

**ARTICLE IV – OFFICERS: Section 12. Power of Attorney.**

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

**ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.**

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this                      day of MAY 11 2023



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

## **CERTIFICATIONS AND FORMS**

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



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

State of California

County of San Diego

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

## CONTRACTOR CERTIFICATION

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### COVID-19 VACCINATION ORDINANCE

#### CERTIFICATION OF COMPLIANCE

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

#### TERMS OF COMPLIANCE

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

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

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

## **CONTRACTOR CERTIFICATION**

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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**

---

### **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**

---

### **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**

---

### **PRODUCT ENDORSEMENT**

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



## ATTACHMENTS

**ATTACHMENT A**

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

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

## 1. PROJECT DESCRIPTION:

The City of San Diego Environmental Services Department (ESD) is seeking to award a Design-Build contract via an RFP process for an expansion to the existing Compressed Natural Gas (CNG) Time-Fill Fueling Facility located at ESD's Collection Division Operations Yard, 8353 Miramar Place, San Diego, CA 92121.

The existing CNG Fueling Facility consists of the following general components: 1) a fenced equipment compound that houses electrical switchgear, gas dryer, three (3) skid-mounted compressor packages (300-hp units manufactured by Clean Energy Compression), and a three (3) vessel quick-fill gas storage system; 2) a quick-fill dispenser island; and 3) 140 time-fill fueling hoses (32 quad-hose posts and 6 dual-hose posts). The existing CNG Facility was designed with sufficient gas and electrical capacity at the equipment compound to permit system expansion to a maximum of 200 time-fill fueling hoses capable of filling connected refuse packer trucks within a 9-hr overnight fueling window. The existing electrical switchgear has been sized to accommodate a fourth 300-hp skid-mounted compressor and the equipment area was constructed with a fourth pad with required gas and electrical stub-outs to receive the fourth compressor. The existing three (3) vessel quick fill gas storage system was constructed to integrate an additional three (3) storage vessels. As-built drawings for the existing CNG Facility are provided for reference. CAD drawings for the existing CNG Facility will be provided to the successful bidder upon award of the contract. Note that the existing CNG Facility has a permit address of 8323-C Miramar Place, San Diego, CA 92121.

## 2. SCOPE OF WORK:

**2.1 Improvements at Compressor Station:** The Contractor shall furnish and install one (1) skid-mounted compressor package and associated controls (300-hp unit manufactured by Clean Energy Compression) to the existing three (3) compressor system and three (3) quick-fill storage vessels to the existing three (3) vessel system, creating a single fully-functional system. The location of work is depicted in Figure 2 (contained in the projects Bridging Documents)

### Equipment and Materials

- 1) Skid-Mounted Compressor Package: Manufactured by Clean Energy Compression. 5-stage compressor rated at 300HP. Single 50 series Model 7250-DA-300-4500-5AC.
- 2) Quick Fill Storage Vessels: Manufactured by CP Industries (or approved equal). Single vessel dimension 23'-5" L x 20" D, 34.15 cubic foot water volume capacity, 5,500 PSI minimum pressure rating.

**2.2 Demolition of Truck Wash and Liquefied natural Gas (LNG) Fueling Facility:** Scope of Work shall include the complete demolition and removal of the Truck Wash Building and the LNG station canopy, fueling area, and tank containment basin. The Contractor

shall be responsible for retaining and paying for any required utility location service, geotechnical investigations, geotechnical design, and any other services needed to perform demolition and improvement work. Existing sewer, water, and electrical services shall be routed to the nearest adjacent property line with above-grade stub-outs and protection for potential future use (or as required by code standards). Design drawings for the existing Truck Wash Building are provided for reference. An Asbestos and Lead Survey Report for the existing Truck Wash Building is also provided for reference. Design drawings for the LNG Facility are not available. The location of work is depicted in Figure 2 (contained in the projects Bridging Documents)

**2.3 Portland Cement Concrete (PCC) Paving Improvements:** Scope of Work shall include the placement of 14,450 Square Feet of PCC paving in the following locations:

- 1) Existing unpaved area west of the truck wash building to the property line;
- 2) Full footprint of the demolished limits of the truck wash building;
- 3) Existing unpaved area east of the truck wash building;
- 4) Existing unpaved area east of the operations yard to the property line; and
- 5) Full footprint of the demolished limits of the LNG fueling facility and tank containment basin.

All PCC paving shall provide for complete surface drainage function and a pavement and subgrade design that is appropriate for the loading and traffic conditions associated with the current heavy-industrial use. Design shall conform with current City of San Diego Standard Drawing SDG-113 for a Collector Commercial/Industrial Street with location-specific R-Values to be obtained by the Contractor. At a minimum, the paving section shall not be less than an 8.5" thick concrete panel using 560-C-3250 mix design. Additional Cement Treated Base (CTB) shall be provided below the concrete panels (thickness per SDG-113) if R-values of the sub-grade are determined to be less than 20. Contractor shall be responsible for retaining and paying for any required utility location service, geotechnical investigations, geotechnical design, and any other services needed to perform demolition and improvement work. The location of work is depicted in Figure 3 (contained in the projects Bridging Documents). Specific limits shall be confirmed with the Engineer prior to performing work and shall include an allowance of 14,450 SF of new PCC paving.

**2.4 Milling and Overlay of Existing AC Paved Areas:** Scope of Work shall include milling and resurfacing existing Asphaltic Concrete (AC) surfaces with a 2" overlay within the existing CNG Facility time-fill parking and driveway areas (160,000 SF), restriping all parking stalls, adding numbered decals to all existing time-fill fueling points, and installing red "no parking" striping fronting the locker building and fueling station (200 LF). The location of work is identified in Figure 4 (contained in the projects Bridging Documents).

Work includes milling and resurfacing of existing Asphaltic Concrete (AC) surfaces with a 2" overlay within the existing CNG Facility time-fill parking and driveway areas within the approximate limits indicated. Specific limits shall be confirmed with the Engineer prior to performing work and shall include an allowance of 160,000 SF of coverage. AC resurfacing shall include necessary preparation work to remove all loose and damaged asphalt (potholes, alligatored pavement, etc.), tack coat, and surface preparation within the limits of work. Structural repairs that require saw cutting and removal/replacement of underlying PCC foundational paving or subgrade are beyond the scope of this line item and will be performed on an as-needed / as-directed basis as extra work (City Contingency).

- 2.5 Constructing forty-three (43) additional time-fill fueling points:** Scope of Work shall include construction of forty-three (43) additional time-fill fueling points, including posts, hanging hardware, bollards, curb stops, striping, numerical decals on new fueling points, and fire/safety shutoffs, signage, extinguishers, etc. The expanded time-fill fueling infrastructure shall be fully integrated into the existing CNG Facility. The location of the work is identified in Figure 5 (contained in the projects Bridging Documents). The Figure identifies available areas for installation of the new time fill infrastructure. Bidders shall provide a conceptual layout with their proposal showing limits and alignment of all proposed infrastructure to be constructed.

Work includes the sawcutting/removal of existing paving within the limits of work, trenching, disposal of unsuitable excavated soil, placement of suitable fill, and pavement and subgrade design that is appropriate for the loading and traffic conditions associated with the current heavy-industrial use. Design shall conform with current City of San Diego Standard Drawing SDG-113 for a Collector Commercial/Industrial Street with location-specific R-Values to be obtained by the Contractor. At a minimum, the paving section shall not be less than an 8.5" thick concrete panel using 560-C-3250 mix design. Additional Cement Treated Base (CTB) shall be provided below the concrete panels (thickness per SDG-113) if R-values of the sub-grade are determined to be less than 20. Contractor shall be responsible for retaining and paying for any required utility location service, geotechnical investigations, geotechnical design, and any other services needed to perform demolition and improvement work.

#### Equipment and Materials

- 1) Time Fill Posts: Manufactured by IMW (or approved equal). Delivery rate 800 SCFM, operating pressure 4,500 PSI.
- 2) Gas Conveyance and Fittings: Stainless steel tubing with sleeving below ground.

### 3. TECHNICAL SPECIFICATIONS:

- A. General: The Contractor shall provide all engineering and surveying services needed to evaluate the project site, prepare design drawings, obtain required development permits, pay all permit fees. Upon issuance of development permits, the Contractor shall furnish all labor, equipment, and materials needed to construct the project in accordance with the approved design drawings, obtain all permit-required inspection signoffs, and complete the full commissioning and startup of the new expanded facility. The Contractor shall be responsible for all work and expenses related to design, preparing the site for the CNG Facility improvements, including demolition work, identifying and resolving utility conflicts, and the design and construction of any required storm water permanent Best Management Practice (BMP) infrastructure that may be triggered by the work. The Scope of Work will create or replace more than 5,000 Square Feet of impervious surface. Bidders shall perform their own independent verification and confirm permanent BMP infrastructure requirements when preparing their cost proposals. Bidders shall account for design and construction of any expanded BMP infrastructure requirements in their cost proposal.
- B. Surveys: The Contractor shall retain surveying services from a CA-licensed surveyor to perform all required surveys on the project. All property lines shall be confirmed in areas of proposed improvements during the design-phase work to ensure that layout of CNG infrastructure improvements are fully located within property limits and meet required property line setbacks.

### 4. BRIDGING DOCUMENTS:

The following Bridging Documents are included for bidder's reference:

- A. Figure 1 – Project Location.
- B. Figure 2 – Scope of Work (1 of 4).
- C. Figure 3 – Scope of Work (2 of 4).
- D. Figure 4 – Scope of Work (3 of 4).
- E. Figure 5 – Scope of Work (4 of 4).
- F. As-Built Drawings for Existing CNG Facility (Phase 1 Construction).
- G. As-Built Drawings for Existing CNG Facility (Phase 2 Construction).
- H. Asbestos and Lead Survey of Truck Wash Building.
- I. Truck Wash Design Drawings.

Refer to the following link for Bridging Documents:

<https://drive.google.com/file/d/1zcFXTmASBXn1VJ1PxKxWmUULWfiYQaWH/view?usp=sharing>

5. The Work shall be performed in accordance with:
  - 5.1. The Work shall be performed in accordance with:
    1. The Notice Inviting Bids and Attachment A, Project Description, Scope of Work, Technical Specifications, and/or Bridging Documents (Figures, Appendices, and Schedules), inclusive.
6. **LOCATION OF WORK:** The location of the Work is as follows:

Refer to **Item 4. Bridging Documents, A. Figure 1 - Project Location.**

**ATTACHMENT B**

**RESERVED**



**ATTACHMENT C**  
**EQUAL OPPORTUNITY CONTRACTING PROGRAM**

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### SECTION A - GENERAL REQUIREMENTS

#### A. INTRODUCTION.

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

#### B. GENERAL.

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

#### C. DEFINITIONS.

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

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

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

**D. CITY'S EQUAL OPPORTUNITY COMMITMENT.**

**1. Nondiscrimination in Contracting Ordinance.**

- a) You, your Subcontractors, and Suppliers shall comply with the requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

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

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

**E.**

**EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.**

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

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

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

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

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

**F. SUBCONTRACTING.**

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive

steps to diversify and expand your Subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBEs, and OBEs.

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

**G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.**

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

**H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.**

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Avenue, Suite 200, MS56P, San Diego, CA 92101 with a copy to the Engineer.

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



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

**I. PROMPT PAYMENT.**

- 1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.
- 2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or

Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

**J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.**

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

**K. CERTIFICATION.**

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

**L. CONTRACT RECORDS AND REPORTS.**

1. You shall maintain records of all subcontracts and invoices from your

Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
  - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 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 \$1,000,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
  - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
  - b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
  - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
2. Contracts Valued over \$500,000 and under \$1,000,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
  - a) 5% bid discount for SLBE-ELBE firms.
  - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.



- c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.
  - d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
  - e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.
3. Contracts valued over \$250,000 up to \$500,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
  4. Contracts valued at \$250,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

**E. JOINT VENTURES.**

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

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

**F. MAINTAINING PARTICIPATION LEVELS.**

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

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

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

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

**H. GOOD FAITH EFFORT DOCUMENTATION.**

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

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

**I. SUBCONTRACTOR SUBSTITUTION.**

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

**J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.**

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

**K. RESOURCES.**

1. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:  
<http://www.sandiego.gov/eoc/programs/slbe.shtml>
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**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.
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### **SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS**

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 55, "Normal Working Hours", DELETE in its entirety and SUBSTITUTE with the following:
- Normal Working Hours shall be **7:00 AM to 4:00 PM**, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

### **SECTION 2 – SCOPE OF WORK**

- 2-2 PERMITS, FEES, AND NOTICES.** To the "WHITEBOOK", ADD the following:
2. The Design Builder will obtain the following permits:
    - a) Building Permit.

### **SECTION 3 – CONTROL OF THE WORK**

- 3-2 SELF-PERFORMANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
1. You shall perform, with your own organization, Contract Work amounting to at least **50%** of the base Bid.
- 3-10 SURVEYING.** To the "GREENBOOK" and "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
- 3-10 SURVEYING (DESIGN-BUILD).**
- 3-10.1 General.**

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

### **3-10.2 Monument Perpetuation.**

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

### **3-10.3 Line and Grade.**

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

### **3-10.4 Topographic and Monument Survey – Preliminary Design.**

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

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

drawings, easement drawings, benchmark list, and etc.

- After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.

e) Survey Monument Measurements.

- i. All found monuments located within, or near, the survey limits shall be searched and measured. Sufficient additional monuments to control all boundaries extending from the survey limits shall be tied (i.e. block corners, Points of Curve etc.) to the next available survey monument past the survey limits.
  - All Monuments found shall be described with details as to what was found along with identifying number.

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

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

on NGVD29 per benchmarks identified in the City of San Diego Vertical Control Bench Book (Bench Book). All Project benchmarks shall be selected from a common Bench Book source group:

- a) Benchmarks with elevations updated per U.S.C.G.S adjustment of 1970, identified with an asterisk (\*).
- b) Benchmarks not adjusted per the 1970 adjusted values (non-asterisked identifiers).

7. Deliverables.

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



- All Monuments found shall be described details as to what was found along with identifying number.

### **3-10.6 Field Monument Survey and Topographic Utility Survey.**

1. The right-of-way monumentation survey data shall be provided to the City.
2. Surveyor shall perform a right-of-way monument survey and existing utility survey (locating feature centers). Surveyor shall also collect ground surface topography over any aerial obscured areas.
3. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).  
<https://www.nsp.us.com/page/ALTANSPPStandards>
4. Field Measurements shall be collected in conformance with the local standard of practice.
5. Project Horizontal and Vertical Control.
  - a) The Horizontal and Vertical Control for this project shall be based on the same datum, basis of bearing, calibration and benchmark as used for the Aerial Survey.
  - b) Horizontal Control Shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per ROS 14492. It is required to tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three mile radius.
  - c) Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (\*) in the City Benchmark book are not to be used together for Vertical Control – common adjustment sets are to be used.
  - d) If adjacent City projects have been found and are included in the research packages, measurements to a minimum of 3 common control or ROW points shall be made for evaluation and consistency between projects. These projects can be used for establishing common horizontal or vertical control, joining or adding to existing data, and/or as an inventory of survey monuments for search purposes.
6. Deliverables.
  - a) Horizontal and Vertical Control.
    - i. Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held

to control this survey. The horizontal and vertical control shall be set by the Surveyor that's issued the first Notice to Proceed.

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

sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.

iii. After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.

e) Right-of-Way Monument Survey Locations

i. All monuments within the survey limits shall be searched and located if found. Sufficient additional monuments to control all boundaries extending from the survey limits shall be located to facilitate LSS ROW Mapping (i.e. block corners, points of curve, and etc.).

- All found survey monuments shall describe the character and identifying reference marks.
- City survey notes and City drawings can be provided, as applicable.

f) The appropriate City of San Diego cell library (V8 City existing.cel), font resource file (V8 City font.rsc), color table (V8 City color.tbl), line style (V8 City Line style.rsc), level scheme, and seed file parameters are to be used for placement of all elements in the design files, with strict adherence to "Working Units" and seed file "Global Origin". Base map level schemes are attached. A CD containing the most current version of the above seed files, cell libraries and font resource files will be provided, if needed, upon request.

### **3-10.7 Construction Survey/Staking.**

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

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

#### **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**

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

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

**ADD:**

**6-6.1.1 Environmental Document.**

1. The City of San Diego has prepared a **Notice of Exemption for Miramar Place CNG Facility Upgrades (Request for Proposals for a Design-Build Contract for the Miramar Place Compressed Natural Gas (CNG) Facility Upgrades Project)**, 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**

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

3. The Lump Sum Bid item for “**Engineering and Design Services**” shall include all services needed to characterize and evaluate existing site conditions, develop design drawings for the specified CNG Facility Improvements, submit drawings to all approval agencies (City of San Diego Development Services Department, Fire Marshal, etc.), and respond to review comments and prepare updated drawings as required to fully satisfy and secure all approvals for construction. The Lump Sum Bid item shall also include construction-phase and closeout-phase “Engineer of Record” services to address RFIs, certify conformance of the project with the Design Drawings, and provide final as-built record drawings in accordance with City requirements specified in the RFP.

4. The Lump Sum Bid item for “**Construction of Miramar Place CNG Facility Upgrades**” shall include all scope referenced in ATTACHMENT A – SECTION 2, SCOPE OF WORK, 2.1 through 2.5 and SECTION 3, TECHNICAL SPECIFICATIONS.

**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 **SWPPP**.

**1001-2.10 BMP Inspection, Maintenance, and Repair.** To the “WHITEBOOK”, ADD the following:

5. Maintenance activities shall be documented by the QSP or QSD in the Construction BMP Maintenance Log for projects subject to SWPPP requirements. See **Appendix F – SWPPP Construction BMP Maintenance Log**.
-

**SUPPLEMENTARY SPECIAL PROVISIONS**  
**APPENDICES**

**APPENDIX A**  
**NOTICE OF EXEMPTION**

## NOTICE OF EXEMPTION

TO:   X   Recorder County Clerk  
P.O. Box 1750, MS-A-33  
1600 Pacific Hwy, Room 260  
San Diego, CA 92101-2422

FROM: City of San Diego  
Planning Department  
9485 Aero Drive, MS 413  
San Diego, CA 92123

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

**PROJECT TITLE:** Request for Proposals for a Design-Build Contract for the Miramar Place Compressed Natural Gas (CNG) Facility Upgrades Project

**PROJECT LOCATION-SPECIFIC:** 8353 Miramar Place, San Diego, CA 92121. The project is located in the University Community Planning Area in Council District 1.

**PROJECT LOCATION-CITY/COUNTY:** San Diego/San Diego

**DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT:**

The City of San Diego Environmental Services Department (ESD) is seeking to award a Design-Build contract via a Request for Proposals (RFP) process for an expansion to the existing Compressed Natural Gas (CNG) Time-Fill Fueling Facility located at ESD's Collection Division Operations Yard, 8353 Miramar Place, San Diego, CA 92121.

The Scope of Work consists of the addition of one (1) skid-mounted compressor package and associated controls (300-hp unit manufactured by Clean Energy Compression), the addition of three (3) quick-fill storage vessels to the existing three (3) vessel system, creating a single fully-functional system. The Scope of Work also includes demolition of the existing truck wash and liquified natural gas (LNG) facilities, placement of Portland cement concrete (PCC) paving over the limits of the demolished facilities (approximately 4,500 SF), and an expansion of PCC paving in an existing unpaved area to the east of the truck wash (approximately 3,950 SF).

The Contractor shall replace the full footprint of the truck wash building and the adjacent unpaved area to the east of the truck wash building with concrete panel parking and drive surfaces with complete drainage function and a pavement and subgrade design that is appropriate for the loading and traffic conditions associated with the current heavy-industrial use. Existing sewer, water, and electrical services shall be routed to the nearest adjacent property line with above-grade stubouts and protection for potential future use (or as required by code standards). The Contractor shall also completely demolish and remove the demolition and removal of the LNG station canopy, fueling area, and tank containment basin. The Contractor shall replace removed infrastructure with concrete panel parking and drive surfaces with complete drainage function and a pavement and subgrade design that is appropriate for the loading and traffic conditions associated with the current heavy industrial use.

The Scope of Work also includes Additive Alternatives A, B, and C which could be implemented as part of this contract:

1. Additive A: The Additive Alternate 'A' Scope of Work consists of extending PCC paved parking and driveway limits to the property line at the eastern end of the facility and along the western side of the truck wash building (approximately 9,200 SF of additional PCC paved surface area). The Contractor shall remove the existing improvements within

the work limits and shall add approximately 6,400 SF of concrete panel parking and drive surfaces with complete drainage function and a pavement and subgrade design that is appropriate for the loading and traffic conditions associated with the current heavy-industrial use.

2. Additive B: The Additive Alternate 'B' Scope of Work consists of milling and resurfacing existing Asphaltic Concrete (AC) surfaces with a 2" overlay within the existing CNG Facility time-fill parking and driveway areas (approximately 160,000 SF), restriping all parking stalls, adding numbered decals to all existing time-fill fueling points, and installing red "no parking" striping fronting the locker building and fueling station (approximately 200 LF). The Contractor shall mill and resurface existing Asphaltic Concrete (AC) surfaces with a 2" overlay within the existing CNG Facility time-fill parking and driveway areas within the approximate limits indicated. Specific limits shall be confirmed with the Engineer prior to performing work and shall include an allowance of 160,000 SF of coverage. AC resurfacing shall include necessary preparation work to remove all loose and damaged asphalt (potholes, alligatored pavement, etc.), tack coat, and surface preparation within the limits of work. Structural repairs that require saw cutting and removal/replacement of underlying PCC foundational paving or subgrade are beyond the scope of this line item and will be performed on an as-needed / as-directed basis as extra work (City Contingency).
3. Additive Alternate C: The Additive Alternate 'C' Scope of Work consists of constructing forty-three (43) additional time-fill fueling points, including posts, hanging hardware, bollards, curb stops, striping, numerical decals on new fueling points, and fire/safety shutoffs, signage, extinguishers, etc. The expanded time-fill fueling infrastructure shall be fully integrated into the existing CNG Facility. The Contractor shall sawcut/remove existing paving within the limits of work, trenching, disposal of unsuitable excavated soil, placement of suitable fill, and pavement and subgrade design that is appropriate for the loading and traffic conditions associated with the current heavy-industrial use.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego Environmental Services Department, 9601 Ridgehaven Ct., Ste. 310, San Diego, CA 92123. Contact: Craig Fergusson, Senior Civil Engineer. Phone: (858) 627-3311. E-mail: [CFergusson@sandiego.gov](mailto:CFergusson@sandiego.gov).

EXEMPT STATUS:

- MINISTERIAL
- DECLARED EMERGENCY
- EMERGENCY PROJECT
- CATEGORICAL EXEMPTION: CEQA Guidelines Sections 15301 (Existing Facilities), 15303 (New Construction or Conversion of Small Structures), 15304 (Minor Alterations to Land), and 15311 (Accessory Structures)
- STATUTORY EXEMPTION
- COMMON SENSE EXEMPTION

REASONS WHY PROJECT IS EXEMPT:

The City of San Diego conducted an environmental review that determined the project would not have the potential for causing a significant effect on the environment pursuant to CEQA Guidelines Section 15301 (Existing Facilities) which exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use; Section 15303 (New Construction or Conversion of Small Structures) which exempts the





**APPENDIX B**  
**FIRE HYDRANT METER PROGRAM**

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

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

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

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

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

2.7 Water Department Director

**Reference**

2.8 State of California Guidance Manual for Cross Connection Programs

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

2.10 American Water Works Association Standards for Water Meters

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

3. **DEFINITIONS**

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

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- 3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.
- 3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

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

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2. The meter must be properly identifiable with a clearly labeled serial number on the body of the fire hydrant meter. The serial number shall be plainly stamped on the register lid and the main casing. Serial numbers shall be visible from the top of the meter casing and the numbers shall be stamped on the top of the inlet casing flange.
3. All meters shall be locked to the fire hydrant by the Water Department, Meter Section (see Section 4.7).
4. All meters shall be read by the Water Department, Meter Section (see Section 4.7).
5. All meters shall be relocated by the Water Department, Meter Section (see Section 4.7).
6. These meters shall be tested on the anniversary of the original test date and proof of testing will be submitted to the Water Department, Meter Shop, on a yearly basis. If not tested, the meter will not be allowed for use in the City of San Diego.
7. All private fire hydrant meters shall have backflow devices attached when installed.
8. The customer must maintain and repair their own private meters and private backflows.
9. The customer must provide current test and calibration results to the Water Department, Meter Shop after any repairs.
10. When private meters are damaged beyond repair, these private meters will be replaced by City owned fire hydrant meters.

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

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

Process for Issuance

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

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2. Construction and maintenance related activities (see Tab 2).
  - b. No customer inside or outside the boundaries of the City of San Diego Water Department shall resell any portion of the water delivered through a fire hydrant by the City of San Diego Water Department.
  - c. The City of San Diego allows for the issuance of a temporary fire hydrant meter for a period not to exceed 12 months (365 days). An extension can only be granted in writing from the Water Department Director for up to 90 additional days. A written request for an extension by the consumer must be submitted at least 30 days prior to the 12 month period ending. No extension shall be granted to any customer with a delinquent account with the Water Department. No further extensions shall be granted.
  - d. Any customer requesting the issuance of a fire hydrant meter shall file an application with the Meter Section. The customer must complete a "Fire Hydrant Meter Application" (Tab 1) which includes the name of the company, the party responsible for payment, Social Security number and/or California ID, requested location of the meter (a detailed map signifying an exact location), local contact person, local phone number, a contractor's license (or a business license), description of specific water use, duration of use at the site and full name and address of the person responsible for payment.
  - e. At the time of the application the customer will pay their fees according to the schedule set forth in the Rate Book of Fees and Charges, located in the City Clerk's Office. All fees must be paid by check, money order or cashiers check, made payable to the City Treasurer. Cash will not be accepted.
  - f. No fire hydrant meters shall be furnished or relocated for any customer with a delinquent account with the Water Department.
  - g. After the fees have been paid and an account has been created, the

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meter shall be installed within 48 hours (by the second business day). For an additional fee, at overtime rates, meters can be installed within 24 hours (within one business day).

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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



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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

**Water Department Director**

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

#### APPENDIX

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

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

## Company Information

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

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

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

**WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER**

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

**Note:**

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

Date

Name of Responsible Party  
Company Name and Address  
Account Number: \_\_\_\_\_

Subject:           Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

**APPENDIX C**

**MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

## MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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



**APPENDIX D**

**SAMPLE CITY INVOICE WITH CASH FLOW FORECAST**



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

## Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

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

SAMPLE REFERENCE

**APPENDIX E**  
**SAMPLE OF PUBLIC NOTICE**



CONSTRUCTION NOTICE

PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
• Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
• This work is anticipated to be complete in your community by December 2016.

How your neighborhood may be impacted:

- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
• Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
• Parking restrictions will exist because of the presence of construction equipment and materials.
• "No Parking" signs will be displayed 72 hours in advance of the work.
• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

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• Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
• Parking restrictions will exist because of the presence of construction equipment and materials.
• "No Parking" signs will be displayed 72 hours in advance of the work.
• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

**APPENDIX F**

**SWPPP CONSTRUCTION BMP MAINTENANCE LOG**

## SWPPP Construction BMP Maintenance Log

Examples of construction BMP maintenance activities include but are not limited to tasks listed below. The contractor is ultimately responsible for compliance with the Storm Water Standards Manual and/or the Construction General Permit, and for ensuring all BMPs function per manufacturer's specifications. Use the attached log to schedule and document maintenance activities. The log shall be kept with the project SWPPP document at all times.

### **Construction BMP Maintenance Activities**

- Maintain stabilized construction entrances/exits
- Redress gravel/rock to full coverage and remove any sediment accumulation
- Remove and replace geotextile/compost blanket/plastic with holes or tears
- Redress and restabilize erosion or rilling greater than 1-inch deep
- Reapply hydraulic stabilization products to full coverage
- Remove and replace silt fence/fiber roll/gravel bags/etc. with holes or tears
- Reinstall or replace silt fence/fiber roll/etc. with sags
- Remove sediment accumulation from perimeter controls
- Remove sediment accumulation from storm drain inlet protection and check dams
- Remove sediment accumulation from energy dissipators
- Repair or remove any vehicle/equipment that leaks
- Remove any accumulation in drip pans or containment
- Empty concrete washouts when they reach 75% capacity
- Empty waste disposal containers when they reach 95% capacity

Construction BMP Maintenance Log

**Project Title:**

**WBS/IO No:**

**WDID:**

Scheduled Date/Time	Completion Date/Time	Location	Maintenance Tasks Performed	Logged By



**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 (15 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. Structural
  - 3.1.4. Mechanical
  - 3.1.5. Plumbing
  - 3.1.6. Electrical
  - 3.1.7. Instrumentation and Controls
  - 3.1.8. Environmental
  - 3.1.9. Geotechnical
  - 3.1.10. LEED
  - 3.1.11. Landscape
  - 3.1.12. Fire Protection
  - 3.1.13. Security

**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.

**5. Construction Plan (20 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 safety program
- 5.1.6. Proposed emergency response plan
- 5.1.7. Proposed construction schedule
- 5.1.8. Traffic Control Management
- 5.1.9. Community Impact

**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 The City will utilize the list of references provided by the Proposer during the RFP solicitation when rating/scoring performance under this section.

**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 Adjusted Low Proposal**

9.1. The ranking of each Design-Builder during the Technical Proposal review will serve as the divisor of the Price Proposal and determine the weighted price.

9.2. Following review of the Technical Proposals, the resulting qualitative evaluation scores will be totaled, averaged and converted to a decimal. The Proposal price will then be divided by the scores from the Technical Proposals. This becomes the Adjusted Low Proposal. The lowest adjusted proposal will be recommended for contract award. The adjustment to the Price Proposal is for selection purposes only. The Price Proposal as submitted is the actual Contract Price.

9.3. The following example illustrates the process:

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

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

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

## PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **Miramar Place CNC Facility Upgrades**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
<b>BASE PROPOSAL</b>							
1	524126	Bonds (Payment and Performance)	1		LS	<del>                    </del>	\$ 65,000.00
2	541330	Engineering and Design Services	1	D	LS	<del>                    </del>	\$200,000.00
3	237990	Construction	1		LS	<del>                    </del>	\$2,946,705.00
4	236220	Building Permit (EOCP Type I)	1		AL	<del>                    </del>	\$10,000
5		City Contingency (EOC Type II)	1		AL	<del>                    </del>	\$300,000
6	541330	SWPPP Development	1	D	LS	<del>                    </del>	\$5,000.00
7	237310	SWPPP Implementation	1		LS	<del>                    </del>	\$ 15,000.00
8	541330	SWPPP Permit Fee (EOC Type I)	1		AL	<del>                    </del>	\$2,000
9	541330	WPCP Development	1	D	LS	<del>                    </del>	\$5,000.00
10	237310	WPCP Implementation	1		LS	<del>                    </del>	\$ 20,000.00
11	541370	Survey Services	1	D	LS	<del>                    </del>	\$ 10,000.00
<b>TOTAL DESIGN-BUILD BASE PROPOSAL (ITEMS NO 1 THROUGH 11, INCLUSIVE):</b>							<b>\$ 3,578,705.00</b>

\* Design Element (For City Use)



Total Price For Design-Build Base Proposal, (Items 1 through 11, inclusive)

Amount to be written in words.

Three Million Five Hundred Seventy Eight Thousand Seven Hundred Five Dollars and No Cents

---

Design-Builder: EFS West Inc.

Title: President

Signature: 

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

Art Babcock, President; Tom Soper, Vice President; Dante Jumanan, Vice President/CFO

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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.
- B. After the selected Design-Builder has been determined, the City may, at its sole discretion, award the contract for the Base Proposal alone.
- C. Proposals shall not contain any recapitulation of the Work. Conditional Proposals may be rejected as being **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®	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Kirk Paving Address: 8722 Winter Gardens Blvd City: Lakerside State: CA Zip: 92040 Phone: 619-938-9958 Email: info@kirkpaving.us	constructor	1000002341	749206	Paving concrete	631,975.00	SBE, SLBE	CITY CA	n/a
Name: D. Lowen Electric, Inc Address: 2194 Alessandro Trail City: Vista State: CA Zip: 92084 Phone: 760-941-8332 Email: d.lowern@cox.net	constructor	1000007171	932473	Electrical work	101,300.00	DBE, MBE, ELBE	CITY CA	n/a

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

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

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

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

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

**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 <sup>ⓑ</sup>	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Nova Engineering Operations</u> Address: <u>4373 Viewridge Ave, Suite A</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>619-296-1010</u> Email: <u>mcook@usa-nova.com</u>	constructor	1000950943	n/a	Surveying services	9,865.00	DVBE, SBE, SDVOSB, SLBE	City CA	n/a
Name: <u>Nova Engineering Operations</u> Address: <u>4373 Viewridge Ave, Suite A</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>619-296-1010</u> Email: <u>mcook@usa-nova.com</u>	constructor	1000950943	n/a	Civil Engineering & on sight testing	58,412.84	DVBE, SBE, SDVOSB, SLBE	City CA	n/a

ⓐ 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		

ⓑ 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.**

**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 <sup>Ⓜ</sup>	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Environmental Construction Group Inc Address: 3271 E 19th Street City: Long Beach State: CA Zip: 90755 Phone: 562-438-7999 Email:	Constructor	1000007666	811415	demolition	271,500.00	n/a	n/a	n/a
Name: Address: City: State: Zip: Phone: Email:								

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

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		

Ⓜ 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.**

**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>Fastech</u> Address: <u>7050 Village Drive Suite D</u> City: <u>Buena Park</u> State: <u>CA</u> Zip: <u>90621</u> Phone: <u>714-523-0194</u> Email: <u>Procurement_Team_Fastech@Fastechus.com</u>	CNG Dispensers	n/a	143,432.00	yes	yes	n/a	n/a
Name: <u>FIBA Technologies Inc.</u> Address: <u>53 Ayer Road</u> City: <u>Littleton</u> State: <u>MA</u> Zip: <u>01460</u> Phone: _____ Email: _____	CNG Storage Vessels	n/a	177,100.00	yes	yes	n/a	n/a

- 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.**

**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: Clean Energy Compression (IMW Industry LTD) Address: Unit #610 - 44688 South Sumas Road   City: Chillwack State: BC Zip: V2R 5M3 Phone: 424-350-8758 Email: dave.postuma@imw.ca	CNG equipment	n/a	380,587.90	Yes	Yes	n/a	n/a
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.**

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



## DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this 1st day of July, 2023, by and between The City of San Diego [City], a municipal corporation, and **EFS West, Inc.** [Design-Builder], for the purpose of designing and constructing the **Miramar Place CNG Facility Upgrades** (Project) in the amount of **Three Million Five Hundred Seventy Eight Thousand Seven Hundred Five Dollars and Zero Cents (\$3,578,705.00)** which is comprised of the Base Proposal.

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-23-2073-DB1-3-A** for **Miramar Place CNG Facility Upgrades**, pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The City has selected the Design-Builder to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this Agreement and the Contract Documents, hereinafter defined.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- G. Execution of this Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

### AGREEMENT

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

Date: 6/28/2023

Date: 7/1/2023

**CONTRACTOR**

By 

Print Name: Art Babcock

Title: President

Date: 05/16/2023

City of San Diego License No.: B2021014115

State Contractor's License No.: 826003

## **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: EFS West Inc.

Certified By Art Babcock Title President  
Name

  
Signature

Date 03/16/2023

**USE ADDITIONAL FORMS AS NECESSARY**

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
EFS West Inc.			
Street Address	City	State	Zip
28472 Constellation Road	Valencia	California	91355
Contact Person, Title		Phone	Fax
Jay Persaud		661-705-8200	661-775-9623

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
Art Babcock	President
City and State of Residence	Employer (if different than Bidder/Proposer)
Santa Clarita, CA	
Interest in the transaction	
33.33% ownership	

Name	Title/Position
Tom Soper	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
Santa Clarita, CA	
Interest in the transaction	
33.33% ownership	

### \* Use Additional Pages if Necessary \*

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

Art Babcock, President



03/16/2023

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..**

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
EFS West Inc.			
Street Address	City	State	Zip
28472 Constellation Road	Valencia	California	91355
Contact Person, Title		Phone	Fax
Jay Persaud		661-705-8200	661-775-9623

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
Dante Jumanan	Vice President/CFO
City and State of Residence	Employer (if different than Bidder/Proposer)
Northridge CA	
Interest in the transaction	
33.33% ownership	

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

### \* Use Additional Pages if Necessary \*

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

Art Babcock, President



03/16/2023

Print Name, Title

Signature

Date

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

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

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

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

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

NAME	TITLE
Art Babcock	President
Tom Soper	Vice President
Dante Jumanan	Vice President/CFO

**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: EFS West Inc.

Certified By Art Babcock Title President

Name  
  
 Signature

Date 03/16/2023

**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
Philip Filaret - Environmental Construction Group Inc.	V.P. Operations

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
CONCRETE CONCRETE CONSTRUCTION - TROY COLLINS	MANAGER

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER


NAME	TITLE
JESSE BRAMER - ROSE & SONS TIMBERING	MANAGER

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
JAMES JOHNSON - GPS SERVICES	MANAGER

Contractor Name: Environmental Construction Group Inc.

Certified By Philip Filaret Title V.P.

  
 Name  
 Date 3-20-23  
 Signature

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



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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Dan McGill	President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: Fueling and Service Technologies, Inc. (FASTECH)

Certified By Dan McGill Title President

Name  
  
 Signature

Date 03/21/2023

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

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Chris Finn	Director of Sales

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: Fiba Technologies Inc.

Certified By Christopher Finn Title Director of Sales

Name

Chris Finn Date 3/21/23

Signature

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

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Jon Kirk	President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER


NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: Kirk Paving, Inc.

Certified By Jon Kirk Title President

  
 Name \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date 03/21/2023

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



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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Mehrnoush Yavary	VP - Engineering Operations

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: NOVA Engineering, Inc.

Certified By Mehrnoush Yavary, PE Title VP - Engineering Operations

Name

Mehrnoush Yavary

Signature

Date 03/21/2023

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

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Danny J. Barnett	President/CFO
Dan Barnett	Principal

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

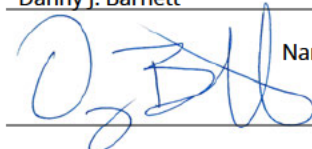
NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: Barnett Quality Control Services, Inc. dba NOVA Services, Inc.

Certified By Danny J. Barnett Title President/CFO

  
Name

Date 3/21/2023

Signature

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

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
D Lowen Electric	President / Owner
2194 Alessandto Trail	
Vista, CA 92084	

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

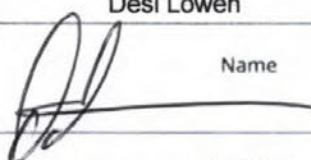
NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: D Lowen Electric

Certified By Desi Lowen Title Owner

  
 Name  
 Signature

Date 03/22/2023

**\*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 **Miramar Place CNG Facility Upgrades**.
  
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 therefor the Contract Price based on the Total Proposal Price(s) named in the aforementioned Proposal schedule(s).

Dated: 03/16/2023

The Design-Builder: EFS West Inc.

By:   
(Signature)

Title: 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 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 therefor, and that by submitting said Proposal Documents as its proposal, proposer(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Proposal Documents.

### **IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:**

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

### **IF A PARTNERSHIP, SIGN HERE:**

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

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

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

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

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

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

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

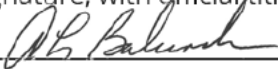
(6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

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

**IF A CORPORATION. SIGN HERE:**

(1) Name under which business is conducted EFS West Inc.

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



(Signature)

Art Babcock

(Printed Name)

President

(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 28472 Constellation Road

(5) City and State Valencia CA Zip Code 91355

(6) Telephone No. 661-705-8200 Facsimile No. 661-775-9623

(7) Email Address info@efswest.com

**THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:**

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

LICENSE CLASSIFICATION A, B, C-10, Haz

LICENSE NO. 826003 EXPIRES 10/31/2024

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: \_\_\_\_\_

1000011646

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): 

E-Mail Address: info@efswest.com

**THIS PROPOSAL MUST BE NOTARIZED BELOW:**

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

Signature  Title President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_

(NOTARIAL SEAL)

*See attached certificate*

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

State of California

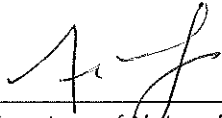
County of Los Angeles

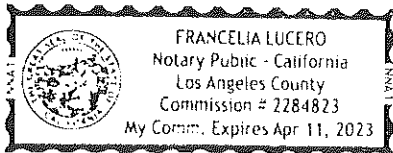
Subscribed and sworn to (or affirmed) before me on this 20 day of March, 2023, by  
*Date Month Year*

(1) Arthur L. Babcock

(and (2) \_\_\_\_\_),  
*Name(s) of Signer(s)*

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature   
*Signature of Notary Public*



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Proposal Documents

Document Date: March 20, 2023 Number of Pages: 134

Signer(s) Other Than Named Above: \_\_\_\_\_

# City of San Diego

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

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## ADDENDUM 1

## PROPOSAL DOCUMENTS



**FOR**

## MIRAMAR PLACE CNG FACILITY UPGRADES

RFP NO.:	<u>K-23-2073-DB1-3-A</u>
SAP NO. (WBS/IO/CC):	<u>B-22041</u>
CLIENT DEPARTMENT:	<u>2115</u>
COUNCIL DISTRICT:	<u>1</u>
PROJECT TYPE:	<u>BT</u>

---

### **PROPOSALS DUE:**

**2:00 PM  
MARCH 22, 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. What should we do about emails that "bounce back" as undeliverable? I recall reading that we won't get credit for "error messages, busy, cancelled, undeliverable, etc." from the GFE instructions on the City's website. How should we resolve this challenge? We are just using the email addresses that the City has provided on their SLBE/ELBE list.
- A1. If the email is undeliverable, the bidder may also send solicitations via mail or fax. If mailed, bidder must provide copies of the metered envelopes or certified mail receipts; If faxed the bidder must provide copies of the fax transmittal confirmation sheets. Bidder may reach out to SLBE/ELBE firm via telephone to obtain updated email address. Please see SLBE Program Instructions for Bidders Completing the Good Faith Effort Submittal, section A-7 for more information.
- Q2. Is this document (see attached) sufficient to demonstrate verification that all solicitations were sent? This is the email delivery confirmation that our email program creates, but I want to make sure it's sufficient. If it isn't, can you provide an example of what is sufficient?
- A2. Please see Attachment 1 for an example of an email delivery confirmation sheet as part of this Addendum.
- Q3. We downloaded the list of SLBE/ELBE firms on 02/20/2023. Our bid is due 03/22/2023. Will the City be publishing any updated lists between now and then? If so, are we expected to go through the list again and identify any newly added firms?
- A3. The City updates the SLBE/ELBE certified list weekly on Mondays. The most up-to-date list can be found at: <https://www.sandiego.gov/eoc/programs/slbe>. Bidder must utilize the SLBE/ELBE certified list closest to the 10 business days prior to bid opening.

Q4. We've already had some firms reply via email to our written solicitation to either accept or decline to bid the project before starting our phone calls. Do we still need to make a phone call to those firms?

A4. No, you would not need to call those firms. . All written responses should be included in your GFE . Please refer to SLBE Program Instructions for Bidders Completing the Good Faith Effort Submittal, Section B 2.1 which states:

*Bidders are not required to make and/or may stop making follow up telephone calls once the SLBE-ELBE firm has provided written verification accepting or declining to bid the project. Written verification from SLBE-ELBE firm must be project specific*

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *March 6, 2023*  
San Diego, California

RA/ED/yk/na

**John Doe**

---

**From:** Microsoft Outlook  
**To:** tom@abccconstruction.com  
**Sent:** Friday, April 15, 2022 8:40 AM  
**Subject:** Relayed: City of SD Construction, Inc. - Invitation to Bid – College Areas Swr & AC Wtr Main Repl

**Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:**

tom@abccconstruction.com (tom@abccconstruction.com)

Subject: City of SD Construction, Inc. - Invitation to Bid – College Areas Swr & AC Wtr Main Repl



City SD  
Construction -  
Invitation



**From:** Microsoft Outlook  
**To:** tom@abconstruction.com  
**Subject:** Delivered: City of SD Construction, Inc. - Invitation to Bid – College Areas Swr & AC Wtr Main Repl  
**Date:** Friday, April 15, 2022 8:40:11 AM  
**Attachments:** City of SD Construction Inc. - Invitation to Bid College Areas Swr AC Wtr Main Repl.msg

---

Your message has been delivered to the following recipients:  
tom@abconstruction.com <mailto:tom@abconstruction.com>  
Subject: City of SD Construction, Inc. - Invitation to Bid – College Areas Swr & AC Wtr Main Repl

# 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**

## MIRAMAR PLACE CNG FACILITY UPGRADES

RFP NO.: K-23-2073-DB1-3-A  
SAP NO. (WBS/IO/CC): B-22041  
CLIENT DEPARTMENT: 2115  
COUNCIL DISTRICT: 1  
PROJECT TYPE: BT

---

### **PROPOSALS DUE:**

**2:00 PM  
MARCH 22, 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 design builder be responsible to furnish testing and inspection of soil, asphalt, and concrete?

A1. For design-phase geotechnical evaluations, the Design-Builder will be responsible for all testing and inspection of soil, asphalt, and concrete at their expense. For construction-phase verification that work conforms to approved plans, specifications, and City standards, the inspection and testing of soil, asphalt, and concrete will be performed by the City of San Diego materials testing lab at City expense. The Design-Builder shall be responsible for properly scheduling these inspection and testing services when required. The Design-Builder shall also be responsible for providing and paying for any specialty-inspection and testing services that may be called out in the agency-approved plan drawings.

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *March 10, 2023*  
San Diego, California

RA/ED/yk/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 3 PROPOSAL DOCUMENTS



**FOR**

## MIRAMAR PLACE CNG FACILITY UPGRADES

RFP NO.: K-23-2073-DB1-3-A  
SAP NO. (WBS/IO/CC): B-22041  
CLIENT DEPARTMENT: 2115  
COUNCIL DISTRICT: 1  
PROJECT TYPE: BT

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**PROPOSALS DUE:**

**2:00 PM  
MARCH 22, 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. CERTIFICATIONS AND FORMS**

1. To Contractor Certification, **COVID-19 VACCINATION ORDINANCE** (form), page 24, **DELETE** in its entirety.

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *March 14, 2023*  
San Diego, California

RA/ED/yk/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 4 PROPOSAL DOCUMENTS



**FOR**

## MIRAMAR PLACE CNG FACILITY UPGRADES

RFP NO.: K-23-2073-DB1-3-A  
SAP NO. (WBS/IO/CC): B-22041  
CLIENT DEPARTMENT: 2115  
COUNCIL DISTRICT: 1  
PROJECT TYPE: BT

---

**PROPOSALS DUE:**

**2:00 PM  
MARCH 22, 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. SUPPLEMENTARY SPECIAL PROVISIONS**

1. To Attachment E, **SECTION 1 - GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS**, page 65, **ADD** the following:.

**1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 47, "Holiday", ADD the following:

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

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *March 16, 2023*  
San Diego, California

RA/ED/yk/na

**City of San Diego  
MIRAMAR PLACE CNG FACILITY  
UPGRADES**

**RFP NO: K-23-2073-DB1-3-A**

**Prepared for:  
Procurement Services  
Attn: Rosa Riego,  
Senior Contract Specialist  
San Diego, CA 92121**

**Prepared by**



**28472 Constellation Road  
Valencia , California 91355  
(661) 705-8200  
License # 826003  
License: A/B/C-10/Haz.  
DIR # 1000011646  
California, Federal SBE**



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**TECHNICAL PROPOSAL**  
**Miramar Place CNG Facility Upgrades**  
**Bid No. K-23-2073-DB1-3-A**

**Required Information**

- 1.1 Legal Name and Address:** EFS West Inc.  
28472 Constellation Road  
Santa Clarita, California 91355
- 1.2 Legal Form of Company:** California Corporation
- 1.3 Year of Establishment:** 2003
- 1.4 Parent Company:** None
- 1.5 Address of Main Office:** 28472 Constellation Road  
Santa Clarita, California 91355
- 1.6 Address of San Diego Office:** None
- 2.1.7 Contact Information:** Arthur L. Babcock  
President  
[art.babcock@efswest.com](mailto:art.babcock@efswest.com)  
(661) 705-8236
- 2.1.8 No of San Diego County Employees:** 0
- 1.1.9 Applicable Licenses:**  
City of San Diego Business License: B2021014115, Expires 11/30/2023  
State Contractor's License: 826003 A, B, C10; Expires 10/31/2023

**Addenda To This RFP**

EFS West acknowledges receipt of the following addenda:

- Addendum #1 – Mar 6, 2023
- Addendum #2 – Mar 10, 2023
- Addendum #3 – Mar 14, 2023
- Addendum #4 – Mar 16, 2023

**1.0 Proposer Exceptions to this RFP**

EFS West takes no exceptions to this RFP.

## **2.0 Summary of Proposal**

This proposal presents EFS West's technical approach to constructing the upgrades to the CNG fueling system at the City of San Diego's Miramar Place facility. This proposal is divided into the following six (6) sections:

- 1.0 Proposer Exceptions to this RFP
- 2.0 Summary of Proposal
- 3.0 Project Team
- 4.0 Technical Approach and Design Concept
- 5.0 Construction Plan
- 6.0 Equal Opportunity Contracting Plan
- Attachments: Major Equipment Technical Information

EFS West is ideally suited for this project because the existing CNG system was designed and constructed by EFS West between 2016 and 2018. The same EFS West personnel and engineering team members who designed and constructed the original facility are proposed for this upgrade project. Their familiarity with the existing system and equipment, with the work required to upgrade the system, and their experience working with Development Services and the City project management team will provide the City with an efficient and competent project.

The EFS West Team will consist of EFS West as the Prime Contractor responsible for overall project execution, management, and field construction. The engineering and design responsibility will be managed by Breen Engineering under the direction of EFS West's Project Manager. Breen Engineering teamed with EFS West on the original design and construction of the Miramar Place CNG system and will provide professional engineering services to update the original construction drawings to reflect the additional work required under this procurement. Breen will develop a permitted set of construction drawings, manage the permit submission and responses to any Development Services Department comments or corrections, and provide any engineering oversight of the field construction work that may be required.

The City's scope of work for this upgrade project is clearly defined in the RFP and the accompanying bridging documents. The bid consists of a base scope of work for the addition of a single new CNG compressor on the existing foundation slab, a MCC to power and control the new compressor skid (also placed on an existing foundation slab), a new 3-pack of CNG storage vessels to augment the existing storage capacity, and addition of 43 new time fill dispensers.

Also included in the base scope of work are the following civil tasks:

- Demolition of an existing wash building
- Demolition of a former LNG fueling site
- Repaving of these areas with PCC pavement and expansion of the PCC pavement alongside the demolished truck wash and along the site's eastern boundary

- AC milling and resurfacing of the main truck parking lot

EFS West has performed a comprehensive Good Faith Effort to identify subcontractors from the City's SLBE/ELBE program who can provide engineering or construction services on the project. EFS West has identified several SLBE and ELBE subcontractors who will be utilized for engineering, inspection, civil construction and electrical construction tasks. The proposed SLBE/ELBE subcontractors are identified in Section 6.0.

### **3.0 Project Team**

EFS West, a California corporation, is a design/build General Contractor specializing in construction of CNG and LNG fueling stations. We have more than 20 years of experience designing and constructing CNG fuel sites across the U.S. We have completed many large CNG fueling station projects and numerous smaller projects during that period, including several recent upgrade projects which added additional equipment and improvements to existing CNG stations. The attached project descriptions and experience table document our recent experience with the design and construction of CNG fueling stations.

Most importantly, in 2016-17, EFS West was the design/builder for this Miramar Place CNG fueling system that is being upgraded under this new project. We have a familiarity with the existing facility, the installed equipment, and the underground systems at the site that cannot be matched by any other contractors. EFS West worked successfully with the City and completed that previous project on time and on budget. Our knowledge of the site and our working relationship with the City makes EFS West a good choice for this additional work.

EFS West also has considerable experience with the installation and commissioning for Clean Energy Compression (IMW) compressors and controls. EFS West will provide, install and commission an identical compressor skid to the three other IMW compressors already installed at the site.

The following organization chart shows the EFS West project team. EFS West's Project Manager will be Mr. Jay Persaud. He will be supported by the overall Site Superintendent, John Markham.

Mr. Persaud managed the previous project for the construction of the existing Miramar Place CNG system and the gas detection upgrades for the maintenance shop. He has managed numerous other CNG fueling projects while at EFS West and he will serve as the principal point-of-contact for the City of San Diego. Mr. Persaud's recent experience includes CNG upgrade projects for customers such as Cities of Santa Monica, Ontario, and Beverly Hills. He will oversee the entire project and will represent EFS West in meetings with the City of San Diego staff. He will also work with Breen Engineering to develop the design drawings and provide continuity with the construction operations to ensure constructability issues are addressed.

Mr. Markham has been with EFS West since 2006 and is one of our most experienced CNG construction superintendents. He has worked directly under Jay Persaud on the recent projects for Santa Monica, Ontario, and Beverly Hills. Mr. Markham will be present during all field construction activities and will supervise EFS West and subcontractor staff. Mr. Markham also has extensive safety training and will act as the Site Safety Officer under the direction of EFS West's corporate safety officer, Ms. Ines Parr.

The design of the facility will be led by professional engineers from Breen Engineering Inc, which is a leading CNG design-engineering firm based in Torrance. Breen Engineering will

provide specific engineering disciplines including civil, mechanical, structural, and electrical PEs to develop the necessary stamped design drawings. EFS West has worked with Breen engineers on several previous CNG design/build projects, including the prior Miramar Place CNG project mentioned above.

The key tasks that the EFS West/Breen design team will address include:

- Coordinate a civil survey of the site, as needed, for developing the construction drawing set. Included will be a traffic flow analysis to determine the layout of the new time fill dispensers and associated parking stalls.
- Review as-built drawings for the truck wash and LNG facilities and verify the facility details with the City
- Develop the revised construction drawing package reflecting the upgrade improvements
- Submit the final PE-sealed drawings to the City of San Diego Development Services Department and implement corrections as required to provide a complete permitted set of construction drawings.
- During the construction phase, the design team will address any construction RFIs that may arise and will prepare final as-built record drawings for the work.

### **3.1.1 Civil**

Civil engineering and construction drawings will be prepared and stamped by PEs from Breen Engineering, including grading and drainage details, demolition, and paving details and specifications. Our proposal assumes that new pavement will be constructed to drain stormwater to existing catch basins and/or stormwater inlets. Our proposal does not include installation of any new catch basins or underground stormwater piping.

### **3.1.2 Architectural**

No architectural engineering is anticipated for this project.

### **3.1.3 Structural**

No structural engineering is required under the base bid scope of work (foundation pads already exist for the new compressor skid and storage vessels). Structural design for new time fill post foundations is included on the existing construction drawings and will be updated, as necessary, if the additive alternate for additional time fill posts is included in the contract. Structural drawings will be prepared and stamped by PEs from Breen Engineering.

### **3.1.4 Mechanical**

Mechanical engineering and construction drawings will be prepared and stamped by PEs from Breen Engineering. Mechanical shop drawings for the CNG equipment will be prepared by the respective equipment suppliers for the compressor skid and storage vessels.

### **3.1.5 Plumbing**

Plumbing engineering can also be provided by Breen Engineering but is not anticipated for this project

### **3.1.6 Electrical**

Electrical engineering and construction drawings will be prepared and stamped by PEs from Breen Engineering

### **3.1.7 Instrumentation and Controls**

Instrumentation and controls engineering will be provided by IMW factory engineers and will be presented on the factory shop drawings for the new compressor skid and MCC. Pertinent instrumentation and controls information will be incorporated onto the construction drawings, if required by the permitting authority.

### **3.1.8 Environmental**

A SWPPP will be prepared and submitted to the City for approval prior to mobilizing for the field construction work. EFS West's field superintendent, John Markham will be responsible for installing and maintaining any SWPPP-required structures.

No asbestos or lead based paint was detected in the survey performed by the City and included in the bid documents. Therefore, no abatement or hazardous waste management issues need to be addressed. If any suspected hazardous wastes are encountered during demolition or grading activities, work will be immediately suspended and the City notified.

### **3.1.9 Geotechnical**

Geotechnical study or engineering is not anticipated for this project.

### **3.1.10 LEED**

No LEED compliance work or documentation is anticipated for this project.

### **3.1.11 Landscape**

No landscape engineering is anticipated for this project.

### **3.1.12 Fire Protection**

No fire protection engineering is anticipated for this project.

### **3.1.13 Security**

EFS West will supply a construction trailer and office for our field staff which will provide security for any equipment and materials being used for the new construction. All required work activities are within the boundaries of the existing City yard, which is fenced and secured by the City. If any proposed work activities involve compromising the existing site security (e.g., fence removal for grading or paving activities), EFS West will provide any required security measures (e.g., temporary fence, security guards, etc.) until the existing site security is restored.

# EFS West Organizational Chart

▶ **City of San Diego  
California**

Jay Persaud  
Project Manager

Art Babcock, CEO/President  
Ines Parr, CSO

**Site Superintendents**  
John Markham

- ▷ Field Construction Supervision
- ▷ Sub Contractor Oversight

**SLBE/ELBE Subs**

- ▷ Nova Services (SLBE)
- ▷ D. Lowen Electrical (ELBE)
- ▷ Miramar General Eng (ELBE)
- ▷ J2 Engineering

**Breen Engineering**  
Paul Breen, P.E.

- ▷ Civil, Electrical, Mechanical, P.E.'s
- ▷ Design Development
- ▷ Utility Coordinator
- ▷ Construction Oversight





## PLANNING • DESIGN • CONSTRUCTION

28472 Constellation Ave. Valencia, CA 91355

### JAY PERSAUD Project Manager

Mr. Persaud is a Senior Project Manager at EFS West, responsible for managing design/build projects for upgrading CNG vehicle maintenance facilities and constructing CNG fueling systems. He has over 30 years of experience as a journeyman electrician. He has over 15 years of experience with project supervision for construction for LNG/CNG fueling facilities and maintenance building modifications. Mr. Persaud is a LAFD Reg 4 certified fire/life safety professional for gas detection and fire alarm equipment. He also has considerable experience with and knowledge of the control systems necessary to make the equipment perform successfully and meet local regulatory and fire department operational requirements. His experience includes all aspects of facility upgrade construction from equipment selection and installation to control systems, PLC programming, startup and commissioning. Mr. Persaud also has an instrumentation background and has worked on various types of projects from power plants for DWP, semi-conductor fabrication and fuel refineries.

#### REPRESENTATIVE PROJECTS

##### Recent CNG Fueling System Construction Projects:

- PM for City of Beverly Hills CNG Station upgrades including addition of 2 new compressors, dryer, and dispensing equipment.
- PM for City of Ontario CNG station upgrades including 2 new compressor skids, dryer, and emergency backup generator
- PM for City of Santa Monica CNG station upgrades including 2 new compressor skids, fast-fill and time fill dispensers

**City of San Diego CNG Fuel Station and Maintenance Garage Upgrades** – PM for this \$4.6m design/build project to construct a CNG fuel system and garage upgrades at the City of San Diego's Miramar Place Environmental Services yard. The fuel system included CNG equipment to fuel 140 refuse vehicles nightly. Maintenance garage upgrades included new gas detection and ventilation equipment to meet code requirements for CNG vehicle maintenance.

**City of Roseville Maintenance Shop CNG Upgrades** – Mr. Persaud was the PM for this 2020 project which upgraded two maintenance bays at the City's Hilltop Circle maintenance facility. The project was design/build and included development of permitted construction drawings and installation of gas detection, ventilation, heating, and architectural modifications to isolate the two bays.

**City of Los Angeles San Fernando Yard CNG Fueling Station** – Mr. Persaud was the PM for this \$5.2mill Design/Build CNG fast-fill fueling station project serving The City of LA's heavy duty fleet of asphalt haulers, refuse trucks, and transit buses. Project included design, permitting, and construction of this 4 compressor, 4 fast-fill dispenser facility capable of 3,200 scfm flow.

**City of Los Angeles Maintenance Facility CNG Upgrades** – Mr. Persaud served as PM for two COLA projects to upgrade maintenance facilities at the North Hollywood and West LA yards. The projects included gas detection, ventilation, warning systems, and major TI improvements. Project values were \$5.5m at each facility.

**Richmond, Va International Airport CNG Station** – Mr. Persaud was the PM for the construction of a CNG fuel station for Richmond Airport shuttle buses. The system consists of 16 time-fill posts, 2 dual-hose fast-fill dispensers, 2-50 hp ANGI compressors, 6 storage vessels, backup emergency generator, and new gas and electrical services.

**LA METRO MSSC Bldg 5 CNG Modifications** - Installation of gas detection, HVAC equipment, and new switchgear at a 50,000 ft<sup>2</sup> METRO facility in L.A. Mr. Persaud assisted in the design of the approved systems and supervised the electrical work.

#### REGISTRATIONS

EFS West electrical RME  
PLC and Motor Controls  
Certified LAFD tester for Gas detection systems  
ISA Level I Instrumentation Tech.

#### WORK HISTORY

**EFS West**, Santa Clarita, CA  
Project Manager  
5/12 to Present

**RMS Life Safety**, Calabasas, CA  
/08 to 5/12  
Gas Detection/ Alternative Fuels

**Taft Electric Inc.**, Ventura, CA  
Superintendent /Project Manager  
12/01 to 12/07



## **JOHN MARKHAM** **Project Superintendent**

Mr. Markham is a senior project superintendent with over 30 years of experience in general construction including commercial and residential ground-up building construction. With EFS West since 2008, Mr. Markham has supervised numerous projects including construction of over a dozen CNG fueling stations, maintenance garage CNG modifications at four separate facilities, and construction of a 5,000 ft<sup>2</sup> pre-engineered metal office building for City of Los Angeles equipment maintenance staff. Mr. Markham's duties include overall site construction and schedule management, personnel, safety, and subcontractor controls. As project superintendent he also serves as onsite quality control officer and procurement manager.

### **REPRESENTATIVE PROJECTS**

#### **Recent CNG Fueling System Construction Projects:**

- Superintendent for City of Beverly Hills CNG Station upgrades including addition of 2 new compressors, dryer, and dispensing equipment.
- Superintendent for City of Ontario CNG station upgrades including 2 new compressor skids, dryer, and emergency backup generator
- Superintendent for City of Roseville Pleasant Grove WWTP CNG fueling system construction. New compressors, dryer, transit fast fill dispensers, and integration with RNG supply from the City's new WWTP

**City of Roseville Maintenance Shop CNG Upgrades** – Mr. Markham was the Project Superintendent for this 2020 project which upgraded two maintenance bays at the City's Hilltop Circle maintenance facility. He supervised daily activities and directed EFS West staff and subcontractors. The project included installation of gas detection, ventilation, heating, and architectural modifications to isolate the two bays.

**City of LA West LA CNG Fueling Station** – Mr. Markham served as the construction superintendent for this project involving the construction of a fast-fill and time-fill CNG station for the West LA Sanitation Yard. Mr. Markham supervised the civil, mechanical, and electrical construction crews and subcontractors during day-to-day construction activities for this \$5.4m project.

**City of LA CNG Fueling Stations at Venice, Van Nuys, No. Hollywood, Hollywood, and Belair Street Sweeper Yards** – Mr. Markham was the superintendent on five separate projects for construction of CNG fueling stations at City of Los Angeles Sweeper Maintenance Yards. Each project was approximately \$1.5 million and included installation of compression, storage, and dispensing equipment. Mr. Markham supervised all aspects of the work including directing in-house staff and subcontractors performing electrical, civil, and mechanical work.

**Ryder Truck Rentals Rancho Dominguez Maintenance Facility CNG Upgrades** – Mr. Markham was the Construction Superintendent for this \$375,000 project to upgrade this 8-bay maintenance garage to meet code requirements for servicing of CNG and LNG heavy-duty tractors. The work was completed in May 2011 and consisted of installation of a gas detection

system, new MAUs and exhaust fans interlinked with the gas detection and other facility modifications to meet code requirements. Mr. Markham managed all field activities, coordinated with permitting and oversight agencies, and directed EFS West staff and subcontractors.

**LA METRO MSSC Bldg 5 CNG Modifications** - Mr. Markham served as Superintendent for this project involving installation of gas detection, HVAC equipment, and new switchgear/MCC at a METRO bus painting facility in downtown L.A. The building was over 50,000 ft<sup>2</sup> and included interior office space, mezzanines, and various painting and prepping areas. Project value was in excess of \$2.1 million.

### **WORK HISTORY**

**EFS West Inc.**, Santa Clarita, CA  
Project Superintendent  
2/08 to Present

**Dewell Construction**, Orange, CA  
Superintendent  
5/04 to 2/08  
Commercial remodels and upgrades

**Sunwest Electric**, Anaheim, CA  
Electrician/Foreman  
9/95 to 5/04  
Commercial Electrical Construction

**MegaLectric**, Anaheim, CA  
Electrician/Foreman  
1985 to 1995

## City of San Diego CNG Fueling Station and Maintenance Garage Upgrades

### Project Scope

The City of San Diego contracted EFS West in 2016 to design/build a CNG fueling station for the City refuse truck fleet at the Environmental Services Yard on Miramar Place. The project also included CNG upgrades to the maintenance garage including new gas detection and ventilation equipment. The project will be completed in four phases through 2019.



- CNG capacity – (3) 200hp CEC compressors; 1,650 scfm total
- Dispensing – One (1) dual-hose, fast-fill Kraus dispenser with 140 time-fill dispensers
- Storage – 72,000 scf CNG storage vessels;
- Number of vehicles fueled – up to 140 CNG refuse trucks
- Gas Detection – 20 Sensor Electronics methane detectors; one per service bay
- Ventilation – 10 Loren Cook roof-mounted explosion-proof exhaust fans

Project Start and Completion Dates – Feb 2016 to April 2017 (Phases 1 & 2); Phases 3 & 4 completed July 2019

EFS West Contract Value – \$5,236,000



### EFS West Role

Design and permitting of all fueling station and maintenance garage upgrades. Field construction including installing all civil, mechanical and electrical systems required for equipment operation.

### Customer Contact

- Matt Cleary, Program Manager, (858) 526-2355, [MCleary@sandiego.gov](mailto:MCleary@sandiego.gov)
- Craig Ferguson, PE, Senior Engineer, (858) 627-3311, [CFerguson@sandiego.gov](mailto:CFerguson@sandiego.gov)

## City of Los Angeles San Fernando Yard CNG Fueling Station

### Project Scope

The City of Los Angeles awarded a design/build contract to EFS West to construct a fast-fill CNG fueling station to serve Bureau of Street Services heavy duty CNG vehicles at the BSS San Fernando Yard. The system includes four 800scfm compressors, four single-hose fast-fill dispensers, two gas dryers, and 86,000 ft<sup>3</sup> of CNG storage. The system includes new gas and electrical services from SoCal Gas and DWP.



Additional site improvements include a storm water capture system, concrete debris bins, and 50,000 ft<sup>2</sup> of asphalt paving for heavy truck parking. EFS West was the Design/Builder, responsible for all design, permitting, utility service planning, equipment procurement, and construction. The project also includes a 12 month O&M service agreement.

- CNG capacity – 3,200 scfm from 4 300hp compressors
- Dispensing – 4 single-hose fast-fill dispensers
- Storage – 86,000 scf CNG storage vessels;
- Vehicles fueled – BSS Asphalt Haulers, Sanitation Refuse Trucks, DOT Transit Buses; Light Duty CNG vehicles

Project Start and Completion Dates - Oct 2015 to July 2017

Project Value – \$5,245,000



### EFS West Role

Design, permitting, CNG equipment procurement, field construction including installing all civil, mechanical and electrical systems. Responsible for utility coordination of new gas and electrical services

### Customer Contact

- Steve Hillman, Dept of General Services; 213-978-0079; [steve.hillman@lacity.org](mailto:steve.hillman@lacity.org)

# EFS WEST

## LNG/CNG FUEL STATION CONSTRUCTION EXPERIENCE

Project Description	Dates	Contract Value	Owner	Contact	Email
Sacramento Regional Transit CNG Upgrades at BMF1 - Replacement of 2 CNG Compressors, Dryer, and Electrical Service Upgrades	Feb 2022 - Ongoing	\$2.84m	Sacramento Regional Transit 1400 29th Street Sacramento, CA 95816	Dalia Sidahmed, PM (279) 234-6730	<a href="mailto:dsidahmed@sacrt.com">dsidahmed@sacrt.com</a>
City of Ontario CNG Compressor Replacement - Replacement of 2 CNG Compressors, Dryer, and Emergency Backup Generator	Dec 2021- Ongoing	\$2.038m	City of Ontario 303 East B Street Ontario, CA 91764	Daniel P. Beers, PM (909) 395-2806	<a href="mailto:dbeers@ontarioca.gov">dbeers@ontarioca.gov</a>
City of Beverly Hills CNG Fueling Station Improvement Project - Replacement of CNG Compressors, Dispenser, Time Fills, and Dryer	Dec 2021- Ongoing	\$1.6m	City of Beverly Hills 345 Foothill Rd. Beverly Hills, CA 90210	Ji Kim, PM (310) 288-2817	<a href="mailto:jikim@beverlyhills.org">jikim@beverlyhills.org</a>
City of Santa Monica CNG Fuel Station Upgrade - Replacement of 2 CNG Compressors, Fast Fill Dispenser, 25 Time Fill Dispensers	Apr 2020 - May 2021	\$1.77m	Hathaway Dinwiddie (GC) 811 Wilshire Blvd, Suite 1500 Los Angeles, CA 90017	Steve Duhm, PM 213-282-6380	<a href="mailto:duhms@HDCCO.com">duhms@HDCCO.com</a>
City of Roseville CNG Fueling Station at Pleasant Grove Waste Water Treatment Plant - Construction of Fast Fill CNG/RNG Station for Refuse Fleet	Mar 2020- Ongoing	\$3.3m	W.M. Lyles (WWTP GC) 3925 Progress Drive Rocklin, CA 95765	John Lunsford, PM 916-375-1833	<a href="mailto:jlunsford@wmlylesco.com">jlunsford@wmlylesco.com</a>
Golden Empire Transit (GETBUS) Dryer Replacement - Addition of 2800 scfm Twin Tower Dryer to Existing CNG Fuel Station	Sept 2019 - Mar 2020	\$350K	Golden Empire Transit District 1830 Golden State Ave. Bakersfield CA 93301	James Samuel Maint Mgr 661-324-9874 Ext 335	<a href="mailto:jsamuel@getbus.org">jsamuel@getbus.org</a>
City of Clovis - CNG Compressor Replacement and Installation of New Time Fill Dispensers	Aug 2019 - Dec 2019	\$830K	City of Clovis 155 No. Sunnyside Clovis, CA 93611	Nick Torstensen, PE City of Clovis PM Public Utilities Dept	<a href="mailto:nicholast@ci.clovis.ca.us">nicholast@ci.clovis.ca.us</a>
UC Davis - Unitran CNG Compressor Replacement - Installtion of two new CNG compressors.	Dec 2017 - Aug 2019	\$808K	University of California, Davis 255 Cousteau Place Davis, CA 95618-5412	Jim Pisano University's Representative	<a href="mailto:jpisano@ucdavis.edu">jpisano@ucdavis.edu</a>
City of San Diego CNG Fuel Station - Design/Build Contract for Refuse Fleet CNG Fuel System, including Four 300hp Compressors, 140 Time Fill Hoses, One Fast-Fill Dispenser	Feb 2016 - Apr 2019	\$4.7m	City of San Diego Environmental Services Dept 9601 Ridgehaven Ct., Ste 310 San Diego, CA 92123	Craig Fergusson, P.E. Project Manager (858) 627-3311	<a href="mailto:cfergusson@sandiego.gov">cfergusson@sandiego.gov</a>
City of Los Angeles San Fernando Yard - Design/Build Contract for 4 300hp Compressors, 3,500 scfm Station for Heavy Duty Asphalt Haulers, including 4 Fast-Fill Dispensers	Nov 2015 - July 2017	\$5.2m	City of Los Angeles 111 E. 1st Street Los Angeles CA 90012	Steve Hillman 213-978-0079	<a href="mailto:steve.hillman@lacity.org">steve.hillman@lacity.org</a>

# EFS WEST

## LNG/CNG FUEL STATION CONSTRUCTION EXPERIENCE

Project Description	Dates	Contract Value	Owner	Contact	Email
St. Cloud METROBUS CNG Fueling Station - Mechanical Piping for Dual Compressor, Fast-Fill Transit Bus Fueling Facility	Oct 2013 - Apr 2014	\$675k	St. Cloud Metropolitan Transit Commission 665 Franklin Ave NE St. Cloud, Minn, 65304	John Havrilla Wendel (Architect) 716-688-0766	<a href="mailto:jhavrilla@wendelcompanies.com">jhavrilla@wendelcompanies.com</a>
PG&E Davis Yard CNG Station, Davis, Ca - Turnkey Civil, Mechanical, Electrical Installation of Owner-Supplied Equipment	Oct 2013 - Mar 2014	\$440k	Pacific Gas and Electric Co. 375 N. Wiget Lane Walnut Creek, CA 94598	Matt Creedon CNG Ops Mgr 415-238-0476	<a href="mailto:MTCe@pge.com">MTCe@pge.com</a>
LA County METRO Division 13 CNG Station - Civil, Mechanical, Electrical Installation of 7 Compressor, 6,000 scfm System for 200 Transit Buses	Oct 2013-Feb 2015	\$1.7m	Clean Energy 18100 Von Karman, Suite 300 Irvine, CA	Jerry Chesnut, PM 949-437-9046	<a href="mailto:jchesnut@cleanenergyfuels.com">jchesnut@cleanenergyfuels.com</a>
City of Los Angeles West LA - Design/Build Contract for 4 Compressor, 2,000 scfm Station for Refuse Trucks, including 96 Time-fill and Dual Fast-Fill Dispensers	Mar 2013 - Nov 2014	\$5.4m	City of Los Angeles 111 E. 1st Street Los Angeles CA 90012	Steve Hillman 213-978-0079	<a href="mailto:steve.hillman@lacity.org">steve.hillman@lacity.org</a>
Richmond International Airport CNG Fuel Station for Shuttle Bus Fleet - Turnkey Equip Supply and Installation for Time-Fill and Fast-Fill Station	Feb 2013 - June 2013	\$1.8m	Capital Region Airport Commission 1 Richard E. Byrd Terminal Dr. Suite C Richmond VA 23250	John Rutledge, P.E. Dir of Planning 804-226-3017	<a href="mailto:JRutledge@flyrichmond.com">JRutledge@flyrichmond.com</a>
Corpus Christi Regional Transportation Authority CNG Bus Fueling Facility - Civil, Mechanical, Electrical Construction of 3 - 500hp Compressor, 4,500 scfm System including 6 Fast-Fill Dispensers	July 2012 - Dec 2012	\$1.8m	Corpus Christi RTA 5658 Bear Lane Corpus Christi, TX 78405	Sharon Montez 361-289-2712	<a href="mailto:SMontez@ccrta.org">SMontez@ccrta.org</a>
Sacramento Regional Transit CNG Bus Fueling Facility - Design/Build Contract for 3 - 350hp Compressor, 4,500 scfm System including 4 Fast-Fill Transit Dispensers	July 2011 - Feb 2013	\$4.2m	Sacramento Regional Transit 1400 29th Street Sacramento, CA 95812	Dawn Fairbrother 916-321-3830	<a href="mailto:DFairbrother@sacrt.com">DFairbrother@sacrt.com</a>

# EFS WEST

## LNG/CNG FUEL STATION CONSTRUCTION EXPERIENCE

Project Description	Dates	Contract Value	Owner	Contact	Email
Pierce Transit CNG Bus Fueling Facility - Refurbishment of Fire-Damaged System including Civil, Mechanical, Electrical Installation of Owner-Supplied Compressor, Dryer, Storage, and Transit Dispensers	Nov 2011 - June 2012	\$1.7m	Pierce Transit 3701 96th St SW Lakewood, WA	Larry McCarty 253-377-9486	<a href="mailto:lmccarty@piercetransit.org">lmccarty@piercetransit.org</a>
Sea Tac Airport CNG Bus Fueling Facility - Design/Build Contract for 3 Compressor, 4 transit Dispenser System to fuel Airport Shuttle Buses	Jan 2011 - May 2012	\$2.6m	Port of Seattle Seattle-Tacoma Airport Seattle, WA	Rob Adams 519-699-9250	<a href="mailto:radams@marathontech.ca">radams@marathontech.ca</a>
City of Los Angeles Venice Sweeper Yard CNG Fueling Station - Design/Build Contract for Single Compressor, Time-fill and Fast-Fill Dispenser Station	April 2009 - May 2010	\$1.6m	City of Los Angeles 111 E. 1st Street Los Angeles CA 90012	Steve Hillman 213-978-0079	<a href="mailto:steve.hillman@lacity.org">steve.hillman@lacity.org</a>
City of Los Angeles Van Nuys Sweeper Yard CNG Fueling Station - Design/Build Contract for Single Compressor, Time-Fill and Fast-Fill Dispenser Station	July 2009 - Sept 2010	\$1.3m	City of Los Angeles 111 E. 1st Street Los Angeles CA 90012	Steve Hillman 213-978-0079	<a href="mailto:steve.hillman@lacity.org">steve.hillman@lacity.org</a>
City of Los Angeles North Hollywood Sweeper Yard CNG Fueling Station - Design/Build Contract for Dual Compressor, 4 Fast-Fill Dispenser Station	July 2009 - Sept 2010	\$1.7m	City of Los Angeles 111 E. 1st Street Los Angeles CA 90012	Steve Hillman 213-978-0079	<a href="mailto:steve.hillman@lacity.org">steve.hillman@lacity.org</a>
City of Los Angeles Hollywood Sweeper Yard CNG Fueling Station - Design/Build Contract for Dual Compressor, Time-Fill and Fast-Fill Station	April 2009 - Aug 2011	\$1.9m	City of Los Angeles 111 E. 1st Street Los Angeles CA 90012	Steve Hillman 213-978-0079	<a href="mailto:steve.hillman@lacity.org">steve.hillman@lacity.org</a>
City of Los Angeles Belair Sweeper Yard CNG Fueling Station - Design/Build Contract for Single Compressor, Fast-Fill Station	July 2011 - Aug 2012	\$1.5m	City of Los Angeles 111 E. 1st Street Los Angeles CA 90012	Steve Hillman 213-978-0079	<a href="mailto:steve.hillman@lacity.org">steve.hillman@lacity.org</a>

# EFS WEST

## LNG/CNG FUEL STATION CONSTRUCTION EXPERIENCE

Project Description	Dates	Contract Value	Owner	Contact	Email
PG&E Martin Service Center CNG Station, Daly City, CA- Turnkey Civil, Mechanical, Electrical Installation of Owner-Supplied Equipment	July 2009 - Feb 2010	\$1.0m	Pacific Gas and Electric Co. 375 N. Wiget Lane Walnut Creek, CA 94598	Suresh Kamdar 925-974-4047	Not Available
City of Vacaville CNG Station Upgrades - Added New Compressor and Time-Fill Dispensers to Existing Station	July 2009 - Jan 2010	\$340K	City of Vacaville 650 Merchant St. Vacaville, CA 95688	Tracy Rideout 707-449-5161	Not Available
City of Los Angeles South LA L/CNG Fueling Facility - Design/Build Contract for 45,000 gallon, 6 Dispenser Station for Refuse Trucks	May 2005 - Nov 2006	\$7.2m	City of Los Angeles 111 E. 1st Street Los Angeles, CA 90012	Steve Hillman 213-978-0079	<a href="mailto:steve.hillman@lacity.org">steve.hillman@lacity.org</a>
West Valley L/CNG Fueling Station and CNG Maintenance Building Modifications.	July 2003 - Nov 2004	\$7.2m	City of Los Angeles 111 E. 1st Street Los Angeles, CA 90012	Steve Hillman 213-978-0079	<a href="mailto:steve.hillman@lacity.org">steve.hillman@lacity.org</a>
SANDAG CNG Fueling System: Construction of a CNG fueling facility for transit bus yard	Oct 2004 - March 2007	\$3.7M	SANDAG 401 B Street, Suite 800, San Diego, CA 92101	Brad Helgason 619-235-2632	Not Available
City of Fresno CNG Fueling System - Design/Construction 5-Yr O&M Service Contract	May 2004 - Dec 2010	\$3.3M	City of Fresno Fresno, CA	James Samuel 559-621-1467	Not Available
City of San Bernardino LCNG Fueling System - Design and Construction for LCNG Fueling Station	Jan 2007 - Dec 2007	\$1.8M	City of San Bernardino 182 S. Sierra Way San Bernardino CA 92418	Tony Frossard 909-384-5244	Not Available



#### **4.0 Technical Approach and Design Concept**

EFS West's technical approach to this project will build on the engineering performed during the original 2016 project. The design concept for that original project anticipated this build out and, therefore, incorporated features to make this add-on work simpler. Specifically, the work already in place from the 2016 project includes:

- Structural pads for the new compressor skid, its motor control center (MCC), and storage vessels
- Underground conduits from the MCC pad to the new compressor skid location
- Underground conduits from the existing switchgear to the new MCC location
- Underground gas supply piping from the existing dryer to the new compressor skid location
- Tubing points of connection to easily integrate the additional storage vessels
- Tubing points of connection in vaults in the parking lot area to accommodate gas supply tubing to any new time fill posts

In addition, the electrical service and main switchgear were original sized to allow for this additional compressor skid. Gas service, dryer sizing, and gas supply piping were also designed to accommodate this additional skid.

Therefore, design engineering to address this build out is significantly simplified. EFS West and Breen Engineering will utilize the original permitted design plans and will incorporate the new tasks on those existing plans. Details will be added to include the required truck wash demolition, areas of new paving and paving details, and the new time fill posts and parking stalls. A need for any new stormwater collection and discharge features will be determined during the design development phase and during permitting with Development Services

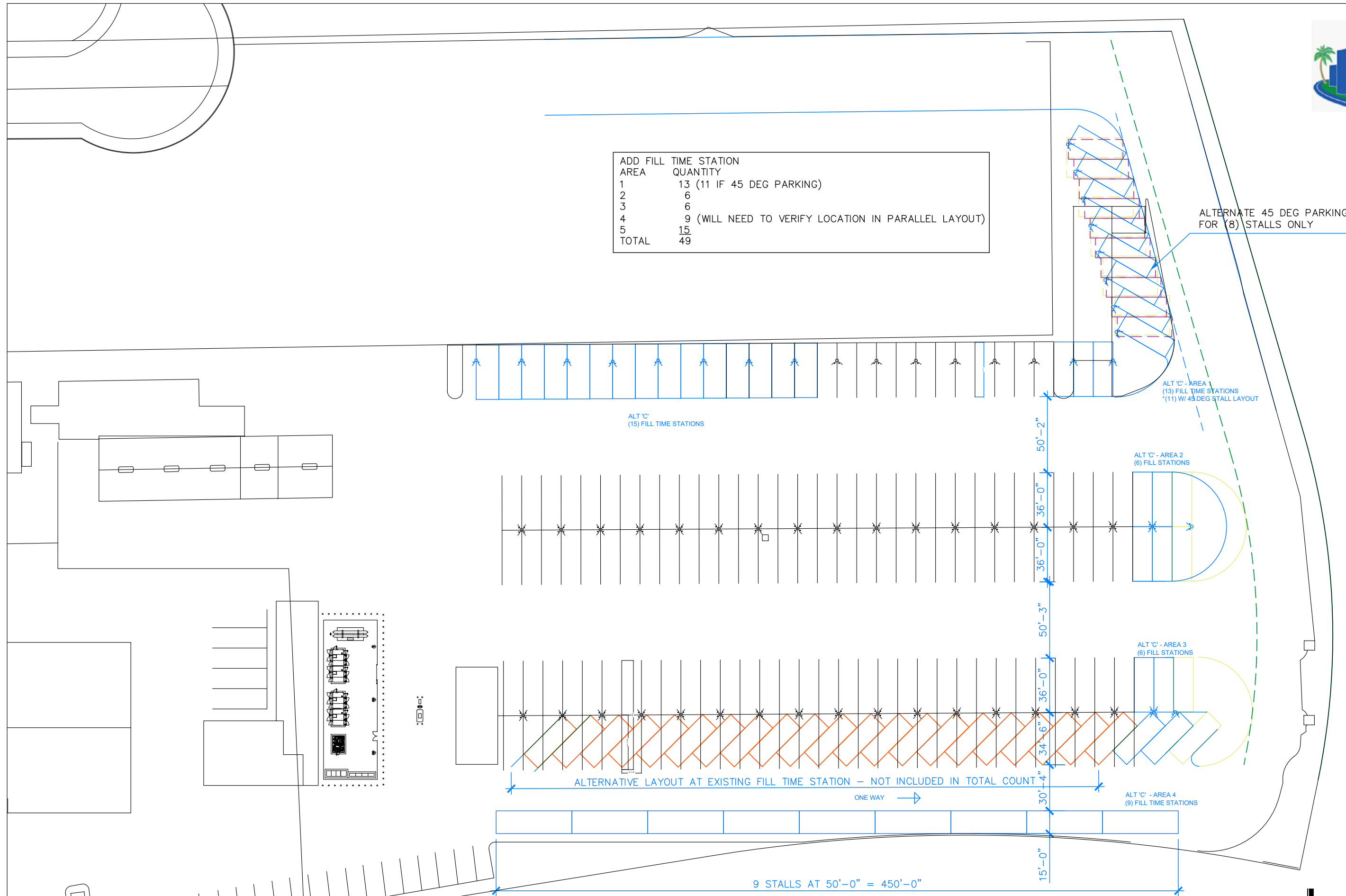
The following drawing shows locations and parking configurations for new time fill post locations. Up to 49 time fill dispenser locations could be added based on this layout. This can serve as a starting point for the design development. The engineering for these new time fill dispenser locations will include a traffic analysis to ensure that the configuration allows adequate parking space, stall access, and traffic lanes for areas where time fill posts may be added.

The attached Conceptual Project Schedule shows a design development and permitting period of approximately 5 months. Assuming a NTP date of June 14, 2023, it anticipates construction permits being issued by October 24, 2023. The design development period includes an initial period to survey the site and collect any necessary information for drawing development (points of utility connection/disconnection, parking/traffic configuration, time fill post layout, etc.). A preliminary set of drawings will then be created and submitted for City review. Final changes will then be incorporated, based on City comments, and the plans submitted to Development Services for plan check and permitting. The conceptual schedule allows a six (6) week period for plan check review.



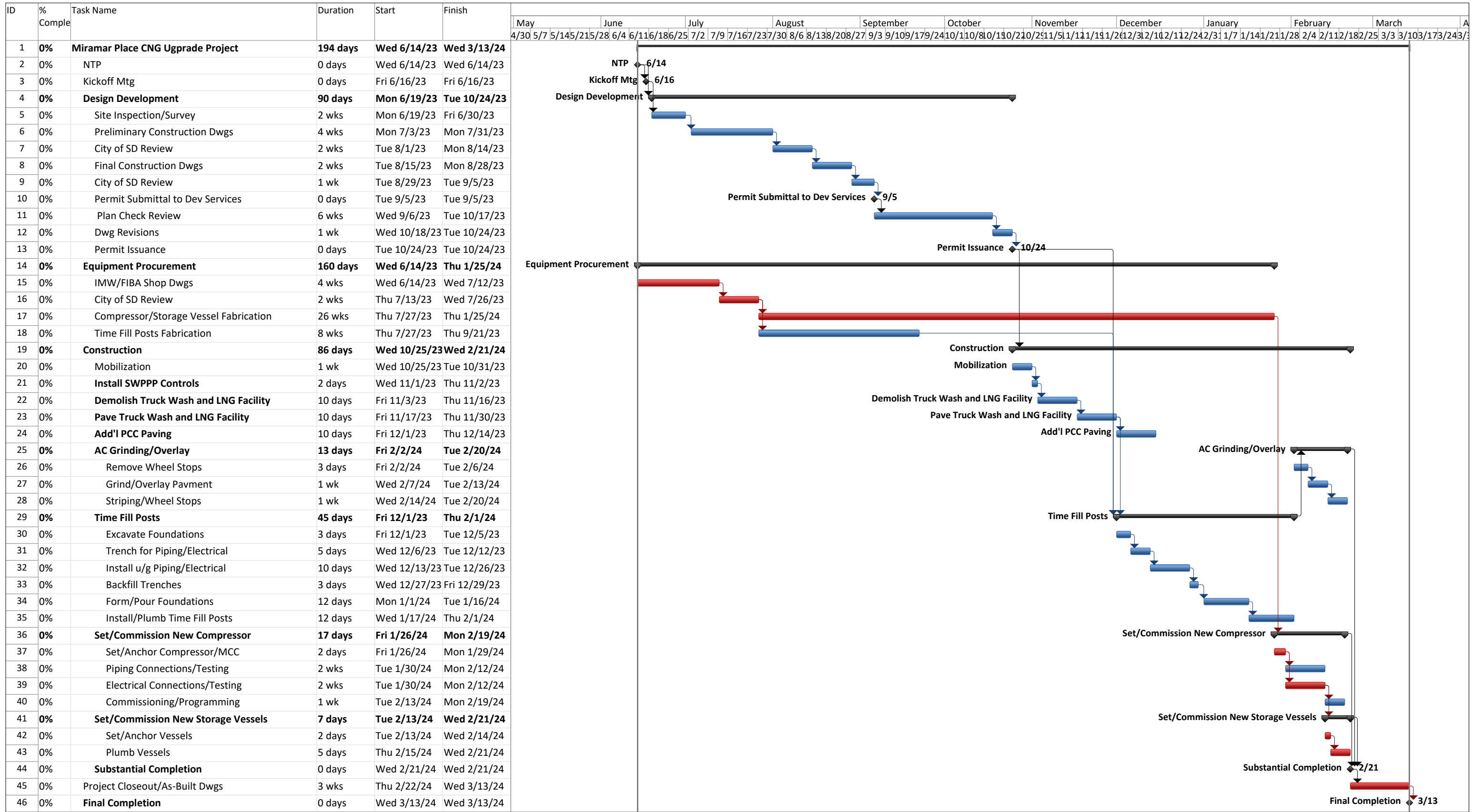
MIRAMAR PLACE CNG FACILITY UPGRADE  
 PRELIM PARKING LAYOUT  
 BREEN DESIGN GROUP

ADD FILL TIME STATION AREA	QUANTITY
1	13 (11 IF 45 DEG PARKING)
2	6
3	6
4	9 (WILL NEED TO VERIFY LOCATION IN PARALLEL LAYOUT)
5	15
TOTAL	49



# Partial Site Plan

1"=60'-0"



Project: SacRT BMF1 CNG Upgrad  
Date: Tue 3/21/23

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline		Progress	
Split		External Tasks		Inactive Summary		Manual Summary		Critical			
Milestone		External Milestone		Manual Task		Start-only		Critical Split			
Summary		Inactive Task		Duration-only		Finish-only		Baseline			

### Proposed Equipment Configuration

To meet the performance criteria, EFS West proposes the following equipment package:

- One (1) IMW 300hp compressor skids capable of producing 550 scfm at 23psi inlet gas pressure. This new skid will be identical to the existing three skids.
- Three FIBA 11,600 scf CNG storage vessels. These vessels will be identical to the existing 3-pack.
- One (1) MCC to provide motor controls for the new compressor skid
- Fastech time fill posts in single hose, dual hose, or quad hose configurations. The proposed time fill posts will be identical to those provided under the original project.

Technical information and cutsheets for the proposed equipment are included in attachments to this proposal.

### Natural Gas and Main Electrical Service

The EFS West design team will coordinate with SDG&E to ensure that gas supply and electrical service are sufficient to accommodate this new equipment. As previously discussed, both gas and electrical service were originally sized to allow for operation of up to four (4) 300hp compressor skids. Therefore, we do not anticipate any need for upgrades or modifications to either the gas service or the main electrical service.

## **5.0 Construction Plan**

**5.1** The preceding conceptual schedule describes the anticipated sequencing of construction tasks. This section describes the key aspects of the proposed construction plan and schedule.

### **5.1.1 Construction Approach and Methods**

The project schedule reflects a total of 194 working days to complete the design, permitting, equipment procurement and construction tasks. Assuming a NTP date of June 14, 2022, the project is scheduled for substantial completion in mid-February 2024 and final completion by mid-March 2024. This reflects a ten (10) month total project duration. Included in this timeframe is a five (5) month period for completion of the field construction activities. These activities will commence once permits have been issued in October 2023 and proceed through final project completion in mid-March 2024.

This five (5) month construction schedule incorporates the CNG equipment upgrade tasks and the civil construction tasks. Initial construction activities will focus on the demolition of the truck wash building followed by demolition of the LNG facility. These areas will then be graded and paved along with the additional areas identified for new PCC paving.

The trenching, u/g conduit and piping installation, and the construction of the new time fill post foundations will follow the completion of this paving work. The AC grinding and overlay tasks will be completed once the new time fill post u/g piping, electrical, and foundations have been completed.

All of these civil construction tasks can be performed once permits have been issued and while fabrication of the new compressor skid and storage vessels is proceeding. The schedule allows a 32 week period for fabrication of this equipment and receipt on-site. Once equipment is received, a roughly four (4) week period is required to anchor, connect, and commission the new compressor skid and storage vessels.

Construction methods to be employed will include the following:

- A written demolition plan for the truck wash and LNG facilities will be prepared by the demolition subcontractor and reviewed and approved by the City and EFS West safety personnel prior to beginning the work. Utilities will be identified during the design development process and will be cut and capped prior to beginning demolition activities. Demolition will be performed by conventional construction equipment. The truck wash building will be disassembled and materials segregated for recycling. Materials will be recycled to the maximum extent possible to minimize landfilling of demolition debris.
- Grading and paving work following demolition will also be performed with conventional construction equipment. Subgrade compaction, placement of cement-treated base, and PCC paving will be performed as shown on the approved construction drawings and per the City's WhiteBook requirements.

- Conventional backhoe trenching will be performed for installation of the underground electrical and piping conduits to serve the new time fill dispenser locations. Trenches will be backfilled with an approved cement slurry mix, or by conventional backfilling and compaction techniques. Trench backfilling and compaction will be observed, tested, and documented as required by Field Services and/or deputy inspectors from NOVA Services.
- Equipment will arrive on flatbed trucks and will be off-loaded and set using properly sized cranes supplied by a local crane company. Lift plans will be developed and approved by the EFS West safety officer prior to undertaking any heavy lift activities
- Electricians and pipefitters will complete the interconnection of the equipment once it has been set and anchored
- All high pressure pipe welding will be performed per the requirements of ASME B31.3 by welders certified to the procedures being employed. Welds will be visually inspected by a certified welding inspector and x-ray inspection will be completed and documented, per ASME B31.3. Pressure testing of the supply and CNG lines will also be performed per ASME B31.3 and will be documented and observed as required prior to commissioning
- Certified technicians from IMW will perform the equipment startup and commissioning once the installation work is complete. Comprehensive functional and performance testing of the dispensing, monitoring and safety systems, including testing of all emergency-shutdown systems and shutoff valves, will be performed and documented

### **5.1.2 Plan for Operation of the Facility During Construction**

EFS West has constructed numerous CNG fuel systems at operating facilities, including the prior Miramar Place CNG project. Our workforce and management team are very experienced with performing the construction activities necessary to build these systems at yards with heavy vehicle traffic that must remain operational during construction.

Typically, these yards experience heavy vehicle traffic during the early morning hours, when trucks are exiting the yard to perform their routes and during late afternoon hours when the trucks are returning. The construction team will adjust the daily activities to accommodate these traffic patterns and will also coordinate activities with City staff in advance. For instance, trenching activities will be confined to work hours during the middle of the day, when traffic activity is at a minimum. Trench plates will be used to cover all open trenches and will be in place for the early and late heavy-traffic activity and as otherwise needed. Likewise, any activities involving equipment delivery, crane work, hauling of construction debris, etc. will be confined to working hours when yard traffic is at a minimum.

Construction areas will be fenced using temporary chain link fencing and/or standard construction barrier fence. Yellow caution tape will also be employed to segregate construction areas from City yard employees.

Weekly, or more frequent, construction meetings with the City supervisory staff for the yard will be utilized to keep City employees informed on the planned construction work areas and activities, and so that EFS West can keep abreast of pertinent vehicle and yard issues from the City. These coordination meetings and information exchanges are critical to ensuring that the construction activities have a minimal impact on the yard operations. In addition, the City's yard supervisors will be supplied with weekly updates of the construction schedule, so they can anticipate upcoming activities and identify any potential impacts to their operations in advance.

### **5.1.3 Plan for Phasing of Construction Activities**

The construction schedule presents the plan for phasing of construction activities. As discussed previously, the following phasing plan reflects the expected sequence for construction activities:

- Demolition of the truck wash and LNG facilities
- PCC paving of these facilities and additional areas
- Construction of additional time fill dispensers including trenching, u/g conduits placement, construction of time fill dispenser foundations, anchoring and connecting new time fill dispensers
- Setting and connecting the new compressor skid and storage vessels
- AC pavement grinding and overlay
- Parking stall striping and wheel stop installations

The demolition, paving, and construction of the time fill dispensers will be performed while the new compressor skid and storage vessels are being fabricated at their respective factories. Equipment fabrication will require 30-32 weeks and delivery will occur following completion of these civil construction activities. Setting and anchoring the equipment will require 1-2 days to complete, at which point final electrical and piping connections to the equipment will be made. Nitrogen testing of the supply and high-pressure piping will be performed in accordance with an approved, written test procedure following final equipment connections.

Electrical wiring will be pulled after conduit connections to the equipment have been completed and wiring terminations will follow. These connections, testing, wiring and termination activities will require approximately 3-5 days to complete.

Equipment commissioning will begin after final terminations and after final inspections are complete and power and gas service has been released and activated. The equipment commissioning will be performed by factory technicians from IMW and will require 3-5 days to complete. Substantial completion is anticipated for late February 2024 and the system will be ready for routine fueling use by the City at that time.

#### **5.1.4 General Plan for Functional Testing and Startup**

Commissioning, startup, and testing of the equipment will be performed by trained factory personnel from IMW. EFS West electricians and pipefitters will be present during the commissioning activities and will assist the factory startup personnel with final wiring terminations, confirmation of piping/valving functionality, and proper functioning of safety equipment (ESD circuits, alarms, notifications, etc.). Factory startup checklists will be employed to ensure all necessary steps are completed in a sequential manner.

Initial commissioning activities consist of visual checks of all equipment skids to identify any shipping or installation damage, inspection for oil leaks, verification of mechanical piping connections, etc. Electrical wiring is then checked against shop termination drawings to ensure that primary drive motors are properly wired, control equipment and dispensing equipment is properly wired, and PLC software is up to date. The compressor is then started up and functionality of controls, motor rotation, and emergency shutdown circuits is confirmed.

At this point, the system is ready to flow gas and ensure that the entire system is operating as intended, including drying, compressing, dispensing, and storage equipment. Once system operation is verified and fully tested by the factory startup technicians, the system will be ready for formal performance testing and acceptance by the City. An acceptance test procedure will be developed by EFS West and will be included in the final design documents, prepared and presented for City review prior to initiation of construction activities.

#### **5.1.5 Proposed Safety Program**

A site-specific Health and Safety Plan (HASP) is prepared for every project by EFS West's corporate safety officer prior to beginning any field construction work. The Project Superintendent acts as the Site Safety Officer with the responsibility to implement the safety procedures outlined in the HASP, including daily tailgate safety meetings, maintenance of daily safety records, and ensuring proper PPE is used by all employees (EFS West requires hardhats, reflective vests, eye protection, long pants, and steel-toed boots for all employees at all times). The Corporate Safety Officer has the responsibility to ensure that the field crew is implementing the HASP requirements, including routine unannounced inspections of the field operations. All of EFS West's supervisory personnel have appropriate levels of safety training and certifications. These include 40-hr HAZWOPER training, 8-hr supervisor training, competent person training, and first aid/CPR training including blood-borne pathogens.

The HASP identifies work tasks to be performed and potential safety hazards associated with those tasks. On a construction project such as this, the hazards include earthwork/excavations, heavy equipment operations, heavy lift operations, welding/cutting operations, high pressure testing of piping, noise, dust, traffic, and heat stress. In addition, the HASP will address safety procedures in an operational yard where City employees will be present performing work unrelated to the construction activities. Segregation/delineation of work areas and procedures to



ensure City employees are not put at risk by the construction activities will be specifically addressed.

#### **5.1.6 Proposed Emergency Response Plan**

The Emergency Response Plan is incorporated into the site-specific HASP. The HASP includes written procedures to be followed for high risk activities and checklists to be completed prior to performing those activities. These written procedures and checklists include lift plans, burn permits, high pressure pipe testing procedures, and lock-out/tag-out procedures. The HASP also includes contact information for local emergency response services such as police, fire, and ambulance. The HASP identifies the nearest hospital emergency facility including a mapped route from the jobsite to the hospital.

Each daily tailgate safety meeting includes a discussion of the activities for that day that may involve high risk activities. If high risk activities are included in the day's work plan, the City supervisory personnel will be notified in advance and informed of the safety and emergency response procedures that will be utilized during those activities. These activities will include heavy lift operations, welding operations, and high pressure pipe testing operations. Whenever these activities are underway, exclusion zones will be established and delineated with fencing, caution tape, traffic cones, etc. No unauthorized personnel will be allowed to enter these zones while high risk activities are underway.

#### **5.1.7 Proposed Construction Schedule**

See attached Gantt chart schedule

#### **5.1.8 Traffic Control Management**

Potential traffic impacts for this project can be separated into two categories: impacts to public traffic on Miramar Place and impacts to yard traffic within the confines of the facility. Impact to public traffic on Miramar Place will be very limited, since no work is proposed in the public thoroughfare. Impacts on Miramar Place will be limited to delivery truck traffic and hauling of construction debris and soil spoils. No disruption of normal traffic function on Miramar Place is anticipated at any time during the construction activities.

Impacts to yard traffic will also be minor, since construction will be phased to limit impacts to specific areas at any given time, as described in the construction phasing discussion above and as shown on the construction schedule. Therefore, mitigation of traffic impacts will be relatively straightforward.

To mitigate impacts on Miramar Place, delivery and hauling activities will be confined to mid-day hours when refuse truck traffic in the yard is at a minimum. No staging of truck traffic will be allowed on Miramar Place. All staging will occur within the yard confines and will be limited to 1-2 trucks waiting for off-loading or loading. A traffic flow plan will be developed in concert with the City supervisory personnel, so that traffic flow within the yard and on Miramar Place

conforms to existing City policies. Flagmen and spotters will be used on Miramar Place and within the yard, as necessary, to ensure traffic flow is safely maintained.

Traffic safety and traffic control are specified topics of discussion in each daily tailgate safety meeting. In addition, EFS West employees receive training in our Traffic Control Safety Program to ensure that throughout the construction process we maintain a safe work space and maintain efficient traffic flow. Part of that training entails study of the *California Manual on Uniform Traffic Control Devices* and the *2012 WATCHBook: Work Area Traffic Control Handbook*. EFS West has an outstanding record of zero traffic related injuries.

### **5.1.9 Community Impact**

Community impacts associated with the construction activities on this project are expected to be minor. However, an evaluation of even minor impacts still serves a valuable role in identifying and developing mitigation procedures to avoid even minor impacts. A community impact assessment (CIA) is a valuable tool in this process and allows for planning, project development, and project decision-making. Ultimately, the CIA helps assure that important community issues are identified and assessed before a project reaches later phases of production. The purpose of the CIA is to identify project issues that may present significant impacts on the community, both adverse and favorable impacts.

EFS West performed an initial CIA for the project. This CIA identified three areas of potential adverse community impact: 1) Traffic flow and control; 2) Construction noise and; 3) Fugitive dust from construction activities. These three areas are addressed below:

- 1) Traffic Control – Please see the section above which addresses traffic control.
- 2) Noise Abatement - Construction activities associated with the proposed project will result in localized temporary noise increases. Disturbances to community noise levels during construction typically result from two sources: (1) construction equipment operation; and (2) construction vehicles and delivery vehicles traveling to and from the site. Given the location and current use of the site, EFS believes that the temporary noise increases will not present a significant impact on the community. Standard procedures such as operating construction equipment only during established working hours and ensuring that all equipment is properly muffled will suffice to ensure that the increased noise is negligible.
- 3) Dust Control - The areas where soil will be exposed and subject to dust generation will be very limited on this project. In addition, loading and hauling operations for soil spoils generated during construction activities will be of short duration (ie, 5-10 days over the project duration) and limited in extent. Therefore, dust control will consist of sprinkling/irrigation. Sprinkling the ground surface with water until it is moist is an effective dust control method for demolition activities, haul roads, traffic routes, and other construction areas.

The project includes significant positive community impacts as well. Elimination of diesel-fueled refuse trucks results in significantly improved air quality and resulting health benefits for

the surrounding community. This is a significant long term positive community impact, as well as a significant health benefits to the City employees operating and servicing the refuse truck fleet.

## **6.0 Equal Contracting Opportunity Program**

EFS West has completed a thorough Good Faith Effort (GFE) to identify qualified SLBE/ELBE subcontractors who can provide services on this project. Subcontract work opportunities for SLBE/ELBE subcontractors include:

- Demolition of the truck wash and LNG facilities
- Grading and PCC paving
- Electrical upgrades
- AC grinding and overlay
- SWPPP preparation, geotechnical services, surveying, and inspection/testing services

Two of the SLBE/ELBE subcontractors worked with EFS West on the original Miramar Place CNG project and they will also be providing services on this upgrade project. D. Lowen Electric (ELBE) will provide the electrical upgrades including wiring and connecting the new compressor skid and MCC and conduit installation and wiring for the new time fill posts and ESDs. D. Lowen Electric will also provide electrical utility disconnection services as required for the truck wash and LNG facility demolition.

NOVA Services (SLBE) also worked with EFS West on the previous project, providing surveying, SWPPP compliance, and deputy inspector services. They will supply similar services on this upgrade project.

Kirk Paving Inc. (SLBE) will provide PCC paving and AC overlay services.

**Project**

**Customer** EFS West  
**Project** City of San Diego, CA Miramar PI Expansion  
**Quote No.** Op17773

**Compressor**

**Model** 50 Series-7250DA-300-4500-5AC  
**Configuration** AK-03 (STANDARD + DEVIATION)  
**Power** 300 Hp, Electric Drive  
**Speed** 943 rpm  
**Drive Detail** 60 Hz

**Compressor Conditions**

	Min <sup>1</sup>	Avg	Max <sup>2</sup>
Pipeline Pressure (psig)	25.0	35.0	45.0
Skid Inlet Pressure (psig)	25.0	35.0	45.0
Ambient Temperature (°F)	39	63	110
Outlet Pressure (psig)		4500	
Elevation (ft)		476	
Compressors on Site		3	
0.4% MCDB Amb Temp (°F) <sup>3</sup>		91	

**Performance**

Scenario	99.6% HDB Ambient Temp			Average Ambient Temp			50yr Max Ambient Temp		
	1	2	3	4	5	6	7	8	9
Pipeline Pressure (psig)	25.0	35.0	45.0	25.0	35.0	45.0	25.0	35.0	45.0
Skid Inlet Pressure (psig)	25.0	35.0	45.0	25.0	35.0	45.0	25.0	35.0	45.0
Ambient Temperature (°F)	39	39	39	63	63	63	110	110	110
Inlet Gas Temp. (°F)	48	48	48	54	54	54	101	101	101
Outlet Pressure (psig)	4500								
Elevation (ft)	476								

Compressor Flow (scfm)	458	579	701	449	568	687	409	517	625
Site Flow (scfm)	1,374	1,738	2,103	1,347	1,703	2,061	1,227	1,550	1,875

Name	Position	Signature
Dave Postuma	Application/Sales Engineer	NOT APPROVED
Ahmed Elsaadawy, P.Eng.	Director of Technical Solutions Group	NOT APPROVED

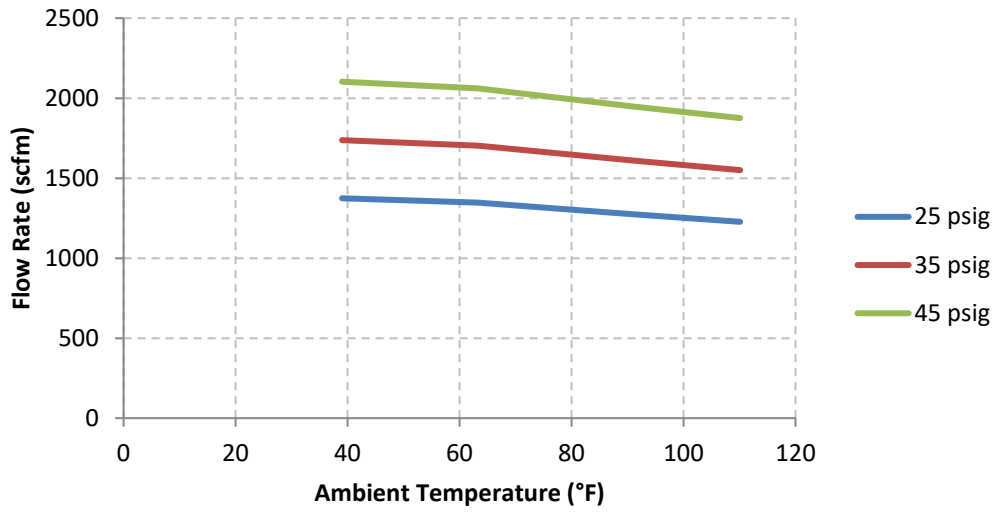


Figure 1 : Flow (scfm)

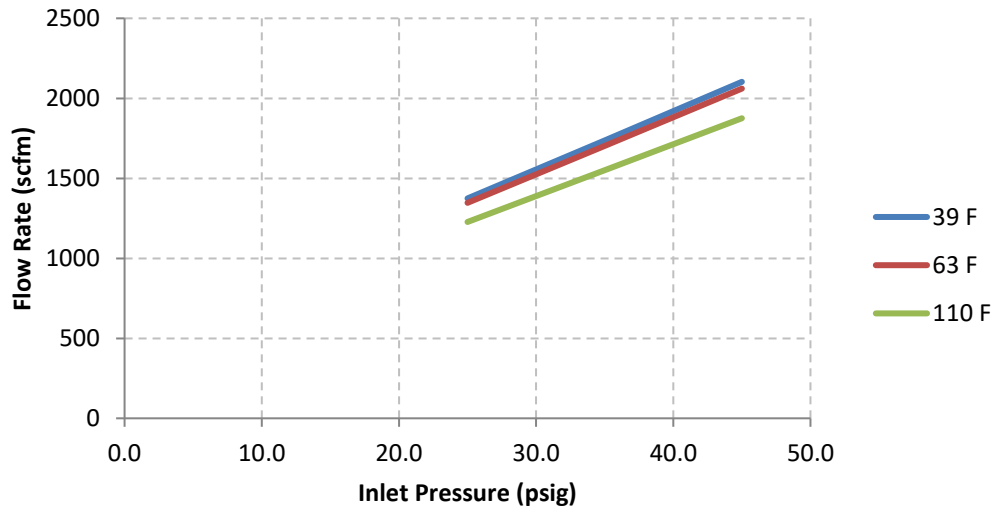


Figure 2 : Flow (scfm)

**Gas Composition Details**

Component	Mole Percent	Mass Fraction
1 METHANE	95.000%	0.895212
2 ETHANE	3.000%	0.052986
3 PROPANE	2.000%	0.051802
4		
5		
6		
7		
8		
9		
10		
11		

**Comments**

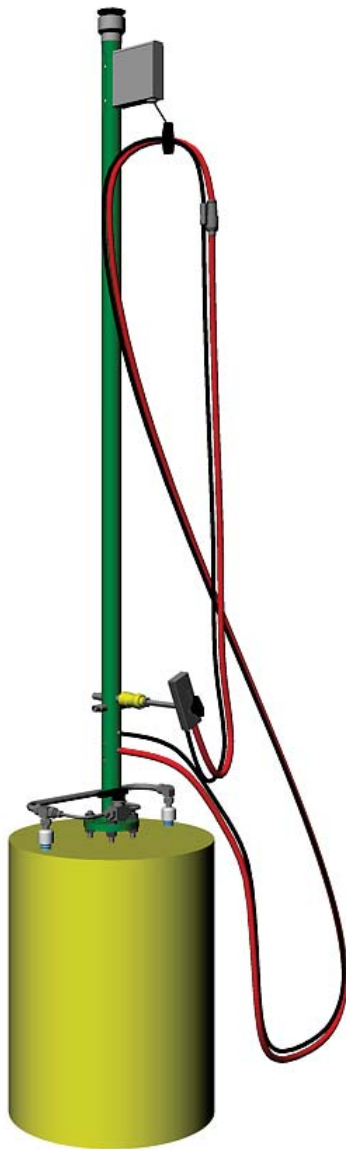
1. 99.6% Heating Dry Bulb Ambient Temperature - corresponds to 0.4% hours in a year ( $0.4\% \times 8760 = 35$  hours) the daily maximum dry-bulb temperature may exceed this temperature (i.e. 99.6% of year  $T_{amb} > T_{HDB}$ )
2. Maximum Ambient Temperature - corresponds to 50 year extremum as defined for WMO ID specified; WMO ID - World Meteorological Organization weather station site located closest to installation.
3. 0.4% Cooling Dry Bulb Ambient Temperature - corresponds to 0.4% hours in a year ( $0.4\% \times 8760 = 35$  hours) the daily maximum dry-bulb temperature may exceed this temperature (i.e. 99.6% of year  $T_{amb} < T_{CDB}$ )
4. Std - Standard Conditions: Refers to compressor performance at reference conditions, defined here as: 20°C ambient conditions, 15°C gas inlet temperature, maximum of range CBA gas inlet pressure, and 0 mASL

**Document Information**

Revision 0

## Time-Fill For Fueling Of CNG Fleets

- Modular Design For Installation Flexibility
- Caisson Or K-rail Mount
- 1, 2, 3 Or 4 Hose Configurations
- Design Minimizes Tubes And Fittings
- Intrinsic 45° Rotation Mount Option For K-rail Mounting.
- Requires Minimal Assembly
- Manifold Pressure Rating: 5,500 Psi
- Standard Connections:
  - SAE-ORB -6 x -4 Seal-Lok Hose Connections
  - SAE-ORB -6 Supply Connections
  - 1/4 NPT Gauge/Bleed-valve Connections
- Convenience And Safety Features:
  - Hose Drive-off Breakaways
  - Hose Retractors with Breakaways
  - Nozzle Docks
  - Elevated Vent At Top Of Post
- Simple Operation
- Corrosion Resistant 304 Stainless Steel





# Compressed Natural Gas Time-Fill Posts

(U.S. Patent 9,835,292 B2)



Model FT-TFP-01-PM

Single Hose  
Caisson Mount



Model FT-TFP-02-PM

Dual Hose  
Caisson Mount



Model FT-TFP-04-PM

Quad Hose  
Caisson Mount



Model FT-TFP-01-KRM

Single Hose  
K-Rail Mount



Model FT-TFP-02-KRM

Dual Hose  
K-Rail Mount



Model FT-TFP-04-KRM

Quad Hose  
K-Rail Mount

**FASTECH TIME FILL POST SYSTEM**

THE FASTECH TIME FILL POST (FTP) IS A TWO PART ASSEMBLY CONSISTING OF A MANIFOLD SECTION WHICH TIES THE INLET SUPPLY LINE FROM 1 UP TO 4 CNG VEHICLE HOSE FUELING POSITIONS. THE VENT HOSE FROM THE CNG NOZZLE IS CONNECTED TO THE UPPER SECTION OF THE FTP MANIFOLD SECTION AND IS DISCHARGED THROUGH THE VENT CAP AT THE TOP OF THE FTP RISER PIPE. THE HOSE RETRACTOR IS ATTACHED TO THE TOP OF THE FTP RISER PIPE. THE FTP RISER PIPE IS ATTACHED TO THE MANIFOLD SECTION WITH (4) BOLTS AND SEALED WITH (2) SQUARE O-RINGS. THE FTP IS MOUNTED TO EITHER A CONCRETE CAISSON OR K-RAIL BASE WITH (4) ANCHOR BOLTS. HOWEVER, THE MOUNTING BASE IS CONFIGURED WITH (8) MOUNTING HOLES WHICH ALLOWS THE FTP TO BE ROTATED 45 DEGREES IN CASES WHERE THE PARKING STALL IS AT A DIAGONAL TO THE TIME FILL EQUIPMENT.

THE MODULAR DESIGN ALLOWS THE FTP TO BE SHIPPED TO THE SITE IN TWO PIECES WHICH THEN CAN BE EASILY ASSEMBLED. THE FTP MANIFOLD SECTION IS SHIPPED WITH PLUGS INSTALLED IN ALL THE PORTS WHICH, DEPENDING ON THE NUMBER AND LOCATION OF FUELING POINTS, ARE REMOVED AS NECESSARY. THE PORTS ON THE FTP MANIFOLD SECTION ARE LABELED: SUPPLY (INLET TO FTP MANIFOLD FROM THE CNG COMPRESSOR), CNG (VEHICLE HOSE SUPPLY), VENT (VEHICLE HOSE VENT RETURN). THERE ARE (2) 3/4-18 UNF SUPPLY CONNECTIONS TO THE FTP, ONE AT 90 DEGREES, THE OTHER AT 45 DEGREES TO ALLOW FOR DIAGONAL PARKING. THERE ARE (4) SETS OF 9/16-18 UNF PORTS FOR THE CNG AND VENT PORTS. A PRESSURE GAGE AND BLEED VALVE ARE INSTALLED ON THE UNUSED CNG PORTS AS REQUIRED BY THE SITE CONFIGURATION. THERE IS ONE SPARE 1/4" PORT THAT CAN BE USED FOR ADDITIONAL INSTRUMENTATION.

THE FTP CAN BE MOUNTED TO EITHER A CONCRETE CAISSON OR PRECAST K-RAIL. FOR CAISSON INSTALLATIONS, THE CNG SUPPLY LINE FROM THE COMPRESSOR IS TYPICALLY STUBBED UP WITHIN THE CAISSON WITH A BRANCH CONNECTION TO THE FTP WITH ANOTHER STUB FOR THE CNG SUPPLY LINE TO THE ADJACENT TIME FILL POST. AN OPTIONAL FTP INLET CONNECTION KIT IS AVAILABLE WHICH INCLUDES A BRANCH TEE AND ELBOW FOR 3/4" AND 1" CNG TUBING, REDUCER FITTINGS TO 3/8" TUBING, 3/8" BALL VALVE (ISOLATION VALVE FOR THE TIME FILL POST), COMPRESSION FITTINGS AND PRE-BENT TUBING SECTIONS. ALSO AVAILABLE IS THE CONNECTION KIT FOR THE LAST TIME FILL POST IN THE LINE WHICH ONLY REQUIRES SINGLE CONNECTION POINT (NO TEE REQUIRED). FOR CAISSON MOUNTING, AN ANCHOR BOLT KIT IS AVAILABLE WHICH INCLUDES THE ANCHOR RODS, NUTS AND MOUNTING TEMPLATE.

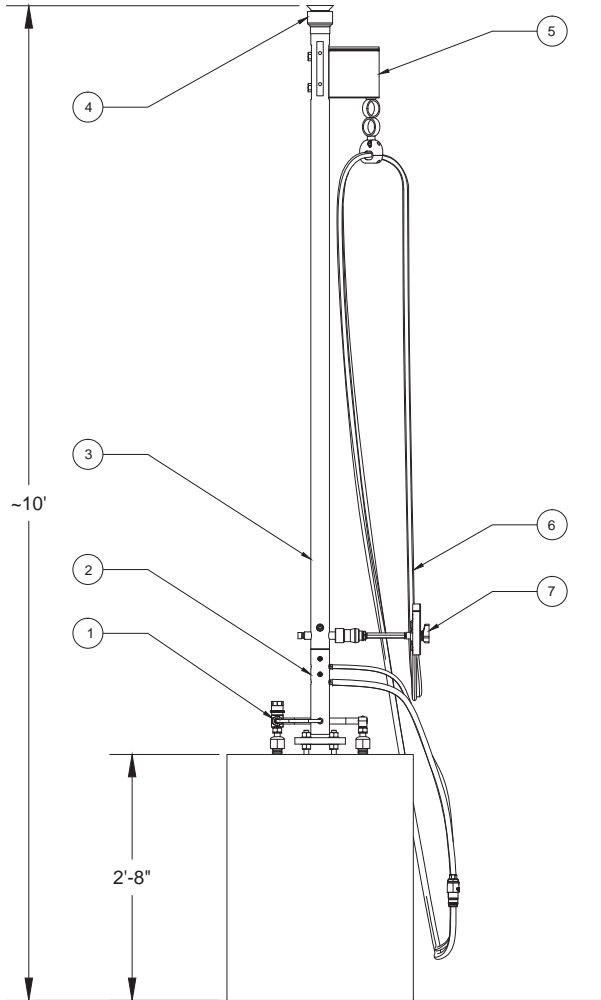
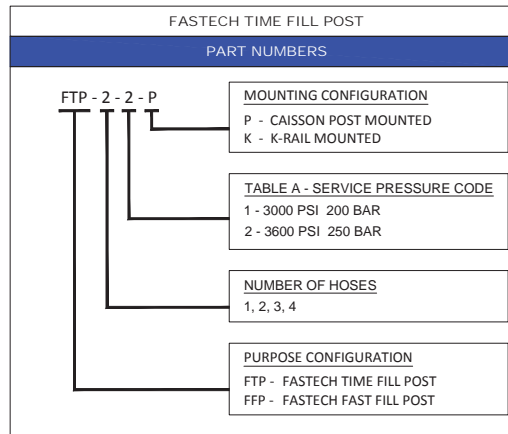
FOR K-RAIL INSTALLATIONS, A BENT STEEL PLATE MOUNTING KIT IS AVAILABLE WHICH CONSISTS OF A BRACKET FOR MOUNTING TO A TYPICAL 6" WIDTH PRECAST ANGLE FACE IMPACT BARRIER AND NECESSARY ANCHOR BOLTS (BRACKET TO K-RAIL) AND 5/8" BOLTS AND NUTS FOR ATTACHING FTP. THE MOUNTING BRACKET IS A TWO PIECE ASSEMBLY WITH EACH HALF ANCHORED TO THE FACE OF THE K-RAIL. ONE BRACKET IS CONFIGURED WITH HOLES; THE OTHER WITH SLOTS TO ALLOW FOR VARIATIONS IN THE WIDTH OF THE K-RAIL. THE FTP IS MOUNTED ABOVE THE K-RAIL TO ALLOW FOR SUPPLY CNG TUBING TO CLEAN UNDER THE ASSEMBLY IF REQUIRED. AN INLET CONNECTION KIT AVAILABLE CONSISTING OF EITHER A 1/2", 3/4" OR 1" COMPRESSION TEE FITTING, 3/8" ISOLATION BALL VALVE AND A PRE-BENT TUBING SECTIONS.

THE FTP SYSTEM CAN BE SUPPLIED WITH SEVERAL DIFFERENT HOSE AND NOZZLE CONFIGURATIONS TYPICAL FOR TIME FILL APPLICATIONS. REFER TO THE NOZZLE AND HOSE DRAWING SHEET FOR CONFIGURATION AND ORDERING INFORMATION. WHEN NOT IN USE, THE NOZZLE IS STORED ON A NOZZLE DOCKING PORT BOLTED TO THE SIDE OF THE FTP UNIT. THE NOZZLE DOCKING PORT UTILIZES THE SAME MOUNTING BOLT LOCATION AS THE RISER PIPE SECTION. TO INSTALL THE DOCKING PORT, THE SOCKET HEAD CAP SCREW (SHCS) IS REPLACED WITH THE DOCK NOZZLE PART AND LONGER SHCS.

NOTE SINCE THE HOSE IS MOUNTED AT THE BASE OF THE FTP UNIT, EACH FUELING POINT IS CONFIGURED WITH A HOSE RETRACTOR REEL ASSEMBLY CONSISTING OF A SPRING RETRACTOR, CABLE AND RETRACTOR REEL CORD STOP. THE RETRACTOR HOUSING IS BOLTED TO THE VENT RISER PIPE AND ALLOWS FOR UP TO 10' OF CORD TRAVEL. THE RETRACTOR REEL UNIT HAS A REMOVABLE COVER FOR INSTALLATION AND CORD REPLACEMENT. THE RETRACTOR REEL UNIT HAS A BREAKAWAY COMPONENT SO THE RETRACTOR ROPE BREAKS FREE FROM THE CNG HOSE IN THE EVENT OF A DRIVE OFF.

FASTECH TIME FILL POST ASSEMBLY FST-TFP	
ITEM	DESCRIPTION
1	ISOLATION BALL VALVE
2	MANIFOLD SECTION
3	VENT RISER SECTION
4	VENT CAP
5	RETRACTOR REEL ASSEMBLY
6	HOSE ASSEMBLY
7	NOZZLE ASSEMBLY

SUB ASSEMBLY DRAWINGS	
DRAWING NO.	DESCRIPTION
9100467-01	MAIN ASSEMBLY (THIS DRAWING)
9100467-02	CUT AWAY AND MANIFOLD DETAIL (INCLUDING RISER)
9100467-03	HOSE ASSEMBLY
9100467-04	NOZZLE ASSEMBLY
9100467-05	TIME FILL POST IMAGES
9100467-06	TIME FILL POST MOUNTING ASSEMBLY



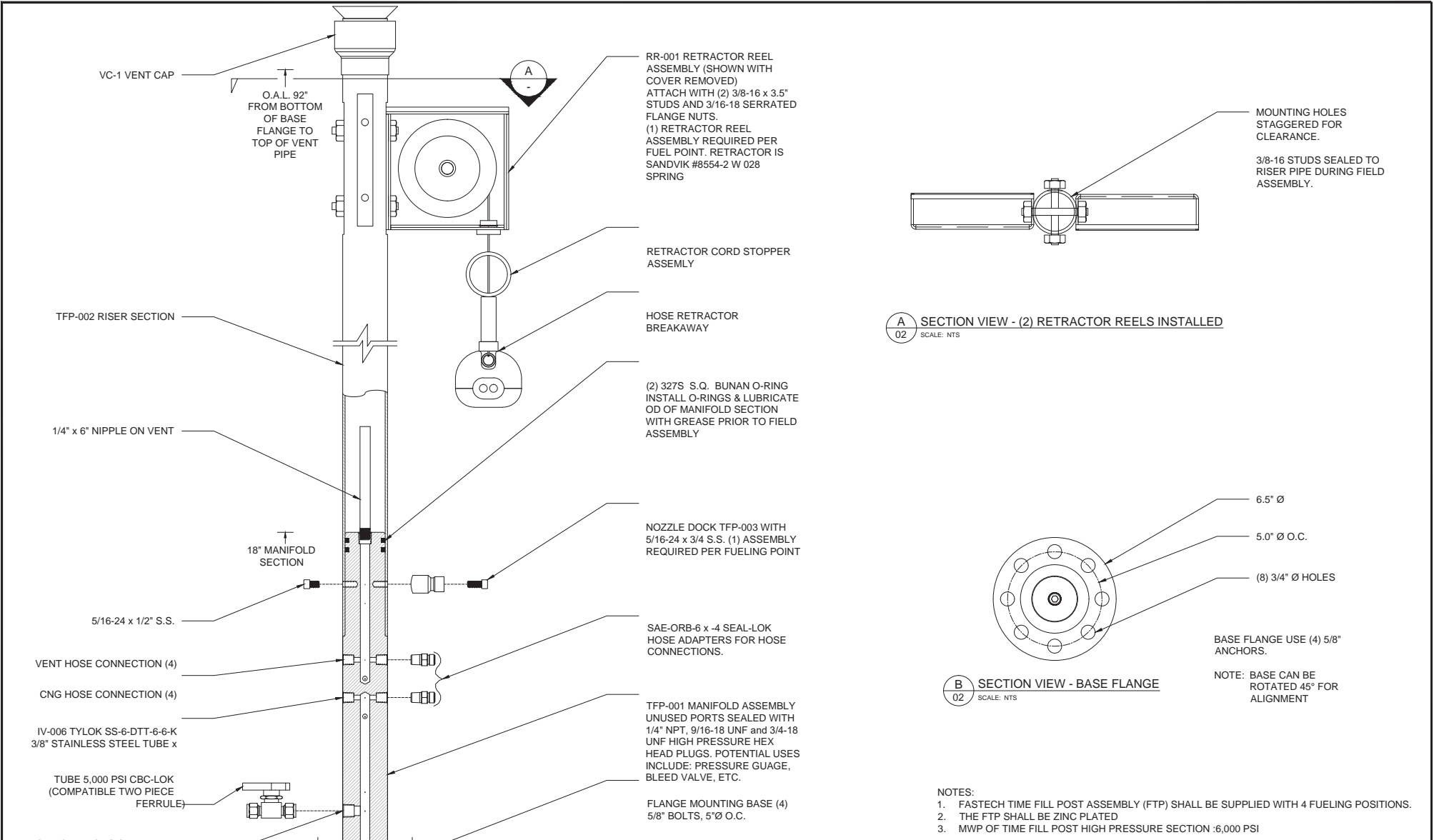
**1** GENERAL ASSEMBLY (SINGLE HOSE SHOWN FOR CLARITY)  
**01** SCALE: 3/4"=1'-0"

(U.S. Patent 9,835,292 B2)

REV	DATE	DESCRIPTION OF REVISION	BY	APP
-	-	-	-	-

**FASTECH**  
FUELING & SERVICE TECHNOLOGIES, INC  
7050 VILLAGE DR., SUITE D  
BUENA PARK, CA 90621

TITLE:				
DESC: TIME FILL POST ASSEMBLY				
DATE:	DRAWN:	SCALE:	DRWS NO:	
04/22/2015	RF	SEE DETAIL	9100467-01	



**1** MANIFOLD AND RISER DETAIL  
SCALE: NTS

REV	DATE	DESCRIPTION OF REVISION	BY	APP
-	-	-	-	-

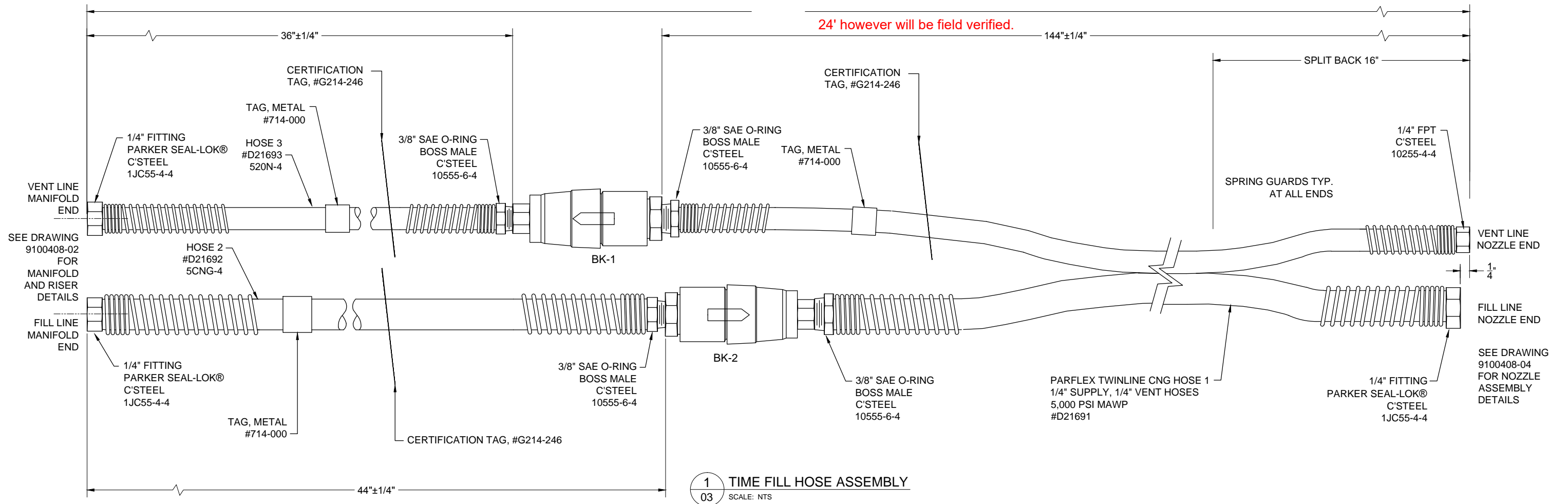

**FASTECH**  
FUELING & SERVICE TECHNOLOGIES, INC  
7050 VILLAGE DR., SUITE D  
BUENA PARK, CA 90621

TITLE: MANIFOLD AND RISER DETAIL			
DATE: 04/22/2015	DRAWN: RF	SCALE: SEE DETAIL	DRWS NO: 9100467-02

(U.S. Patent 9,835,292 B2)

FASTECH TIME FILL HOSE KIT TFH-4-4-2-1				
TAG	QTY	DESCRIPTION	MFR	PN
BK-1	1	BREAKAWAY, VENT LINE, 3/8" SAE O-RING BOSS, 3.72"OAL	PARKER	NGVBCN2-VL
BK-2	1	BREAKAWAY, SUPPLY LINE, 3/8" SAE O-RING BOSS, 3.72"OAL	PARKER	NGVBCN2-50
HK-02	1	TWINLINE PARFLEX HOSES, 1/4" SUPPLY, 1/4" VENT, 5,000 PSIG, 1/4" WHIP HOSES	PARKER	

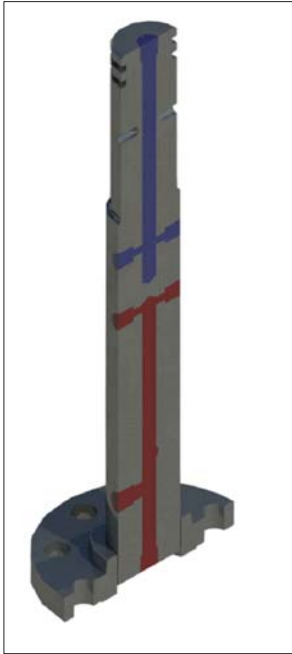
TYPICAL TIME FILL APPLICATION



REV	DATE	DESCRIPTION OF REVISION	BY	APP
-	-	-	-	-

**FASTECH**  
 FUELING & SERVICE  
 TECHNOLOGIES, INC  
 7050 VILLAGE DR., SUITE D  
 BUENA PARK, CA 90621

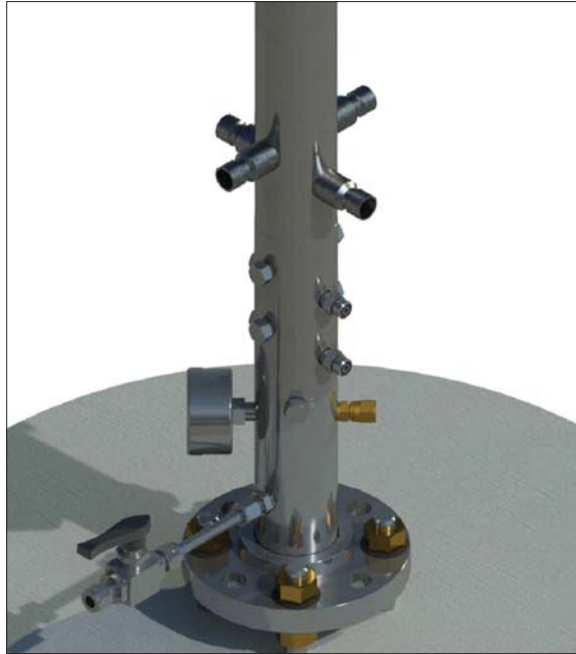
TITLE:			
DESC: HOSE ASSEMBLY			
DATE: 12/15/2014	DRAWN: RF	SCALE: SEE DETAIL	DRWG NO: 9100408-03



1 MANIFOLD CUT-AWAY  
05 SCALE: NTS



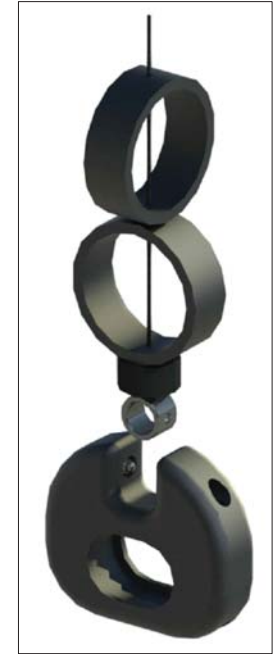
2 MANIFOLD  
05 SCALE: NTS



3 MANIFOLD CAISSON MOUNTED WITH FITTINGS & RISER PIPE ATTACHED  
05 SCALE: NTS



4 BREAKAWAY (CONNECTED)  
05 SCALE: NTS



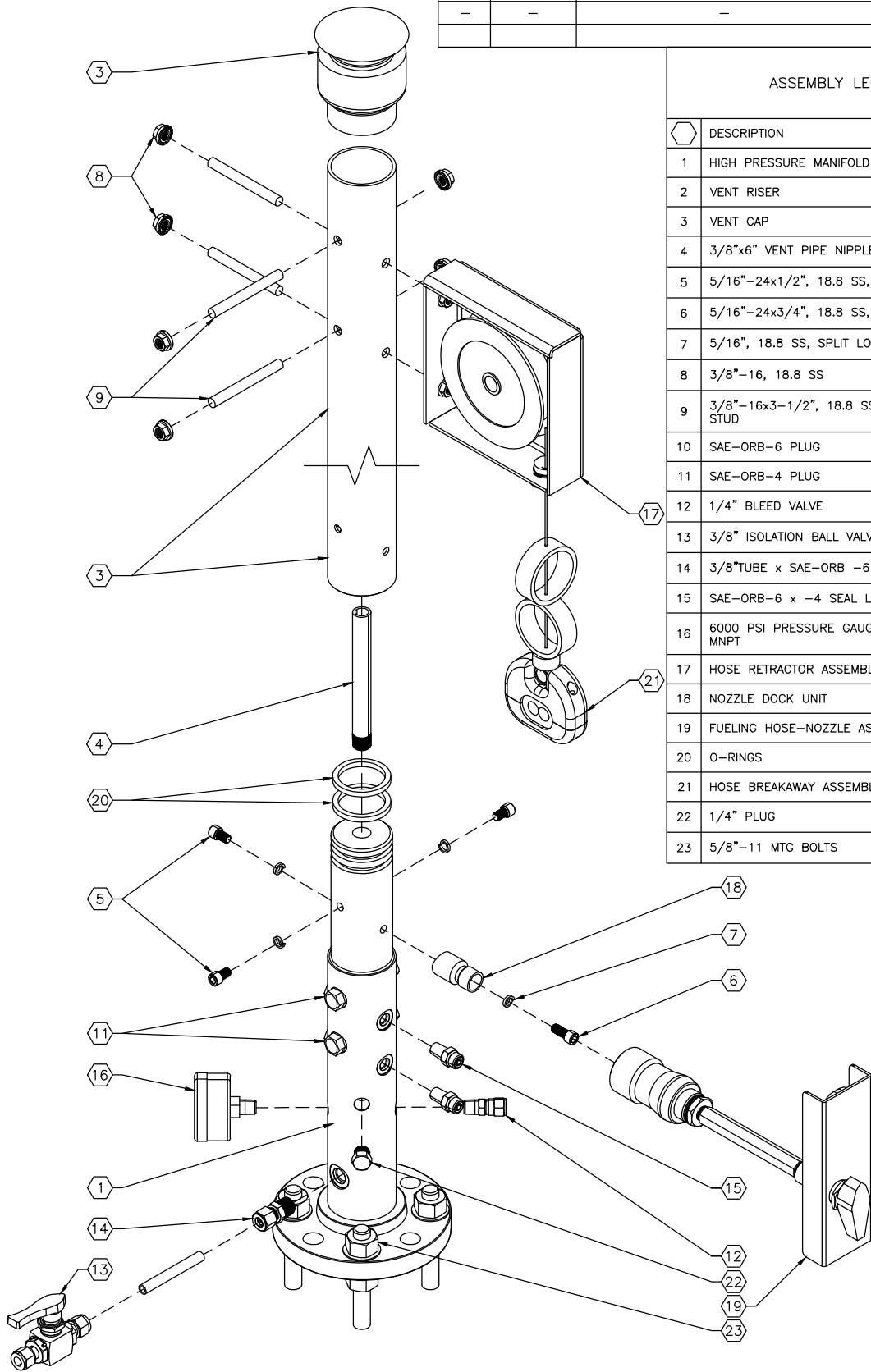
5 BREAKAWAY (SEPARATED)  
05 SCALE: NTS

(U.S. Patent 9,835,292 B2)

							TITLE:
							DESC:
							TIME FILL POST IMAGES
							DATE:
							04/22/2015
							DRAWN:
							RF
							SCALE:
							SEE DETAIL
							DRWS NO:
							9100467-05

**FASTTECH**  
FUELING & SERVICE  
TECHNOLOGIES, INC  
7050 VILLAGE DR., SUITE D  
BUENA PARK, CA 90621

REV	DATE	DESCRIPTION OF REVISION	BY	APP
-	-	-	-	-



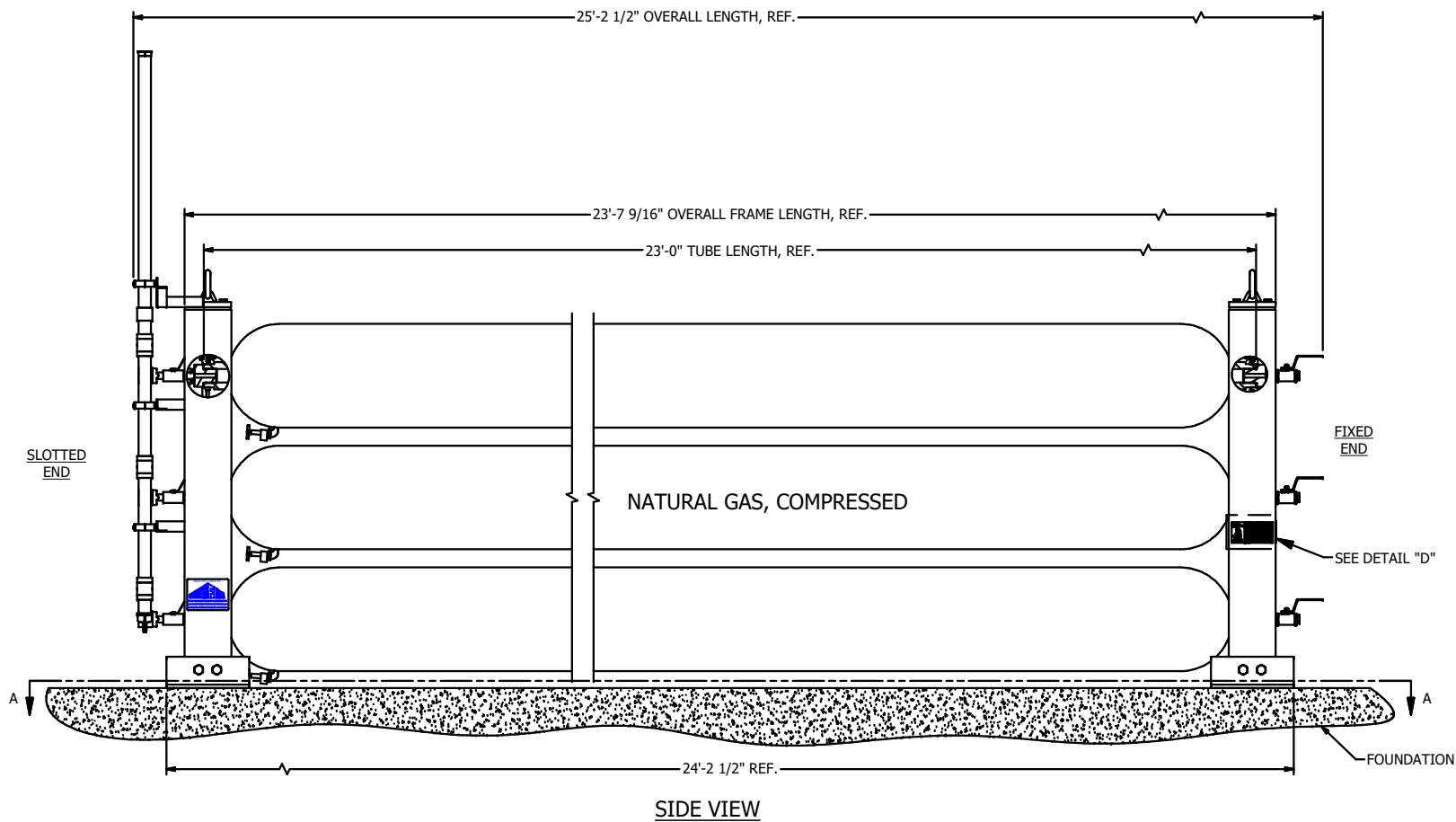
ASSEMBLY LEGEND	
DESCRIPTION	
1	HIGH PRESSURE MANIFOLD
2	VENT RISER
3	VENT CAP
4	3/8"x6" VENT PIPE NIPPLE
5	5/16"-24x1/2", 18.8 SS, SHCS BOLT
6	5/16"-24x3/4", 18.8 SS, SHCS BOLT
7	5/16", 18.8 SS, SPLIT LOCK WASHER
8	3/8"-16, 18.8 SS
9	3/8"-16x3-1/2", 18.8 SS, FULL THREAD STUD
10	SAE-ORB-6 PLUG
11	SAE-ORB-4 PLUG
12	1/4" BLEED VALVE
13	3/8" ISOLATION BALL VALVE (TUBE x TUBE)
14	3/8" TUBE x SAE-ORB -6 ADAPTOR
15	SAE-ORB-6 x -4 SEAL LOK ADAPTOR
16	6000 PSI PRESSURE GAUGE, 2.5" DIAL, 1/4" MNPT
17	HOSE RETRACTOR ASSEMBLY
18	NOZZLE DOCK UNIT
19	FUELING HOSE-NOZZLE ASSEMBLY
20	O-RINGS
21	HOSE BREAKAWAY ASSEMBLY
22	1/4" PLUG
23	5/8"-11 MTG BOLTS

(U.S. Patent 9,835,292 B2)

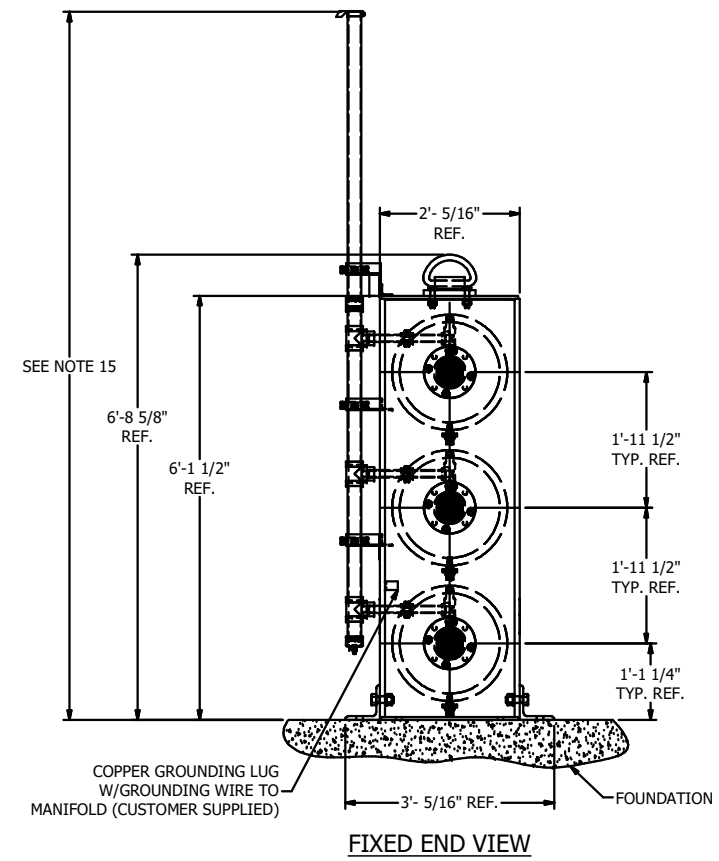


FUELING & SERVICE TECHNOLOGIES, INC  
7050 VILLAGE DR., SUITE D, BUENA PARK, CA 90621

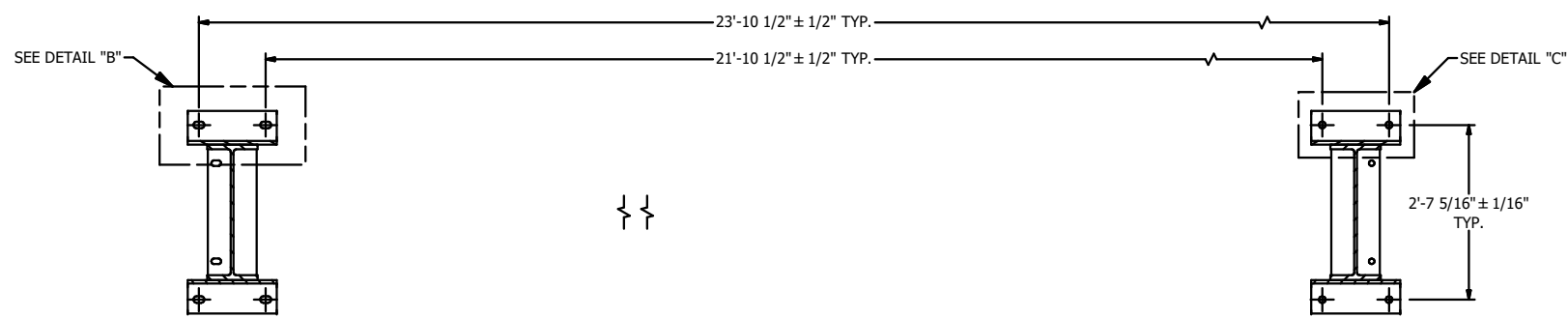
TIME FILL POST ASSEMBLY			
EXPLODED VIEW			
DATE: 5/25/2016	DRAWN: RF	-	TFP-002



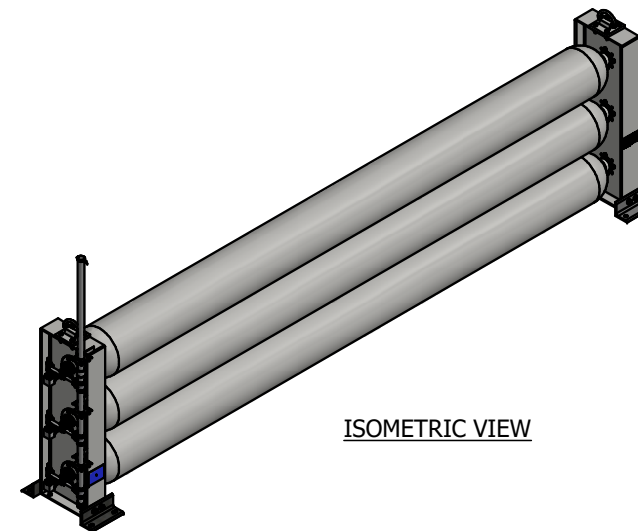
SIDE VIEW



FIXED END VIEW



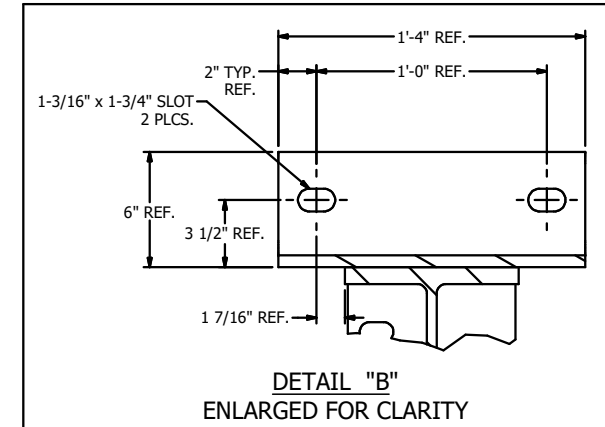
SECTION "A-A"



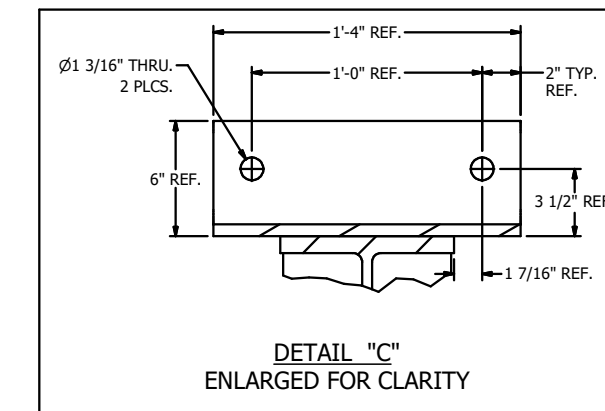
ISOMETRIC VIEW

<b>MANUFACTURED BY</b> <b>FIBA</b> FIBA USA TELEPHONE (508) 887-7100 WWW.FIBA.COM	<b>PLATE TITLE:</b> NEW EQUIPMENT <b>OWNER:</b> EFS WEST <b>LEADER:</b> N/A <b>TEST DATE:</b> N/A <b>TUBE DUE DATE:</b> N/A <b>C-23 NECK INSP. DATE:</b> N/A <b>TEST PRESSURE (PSIG):</b> 7150 (BAR) 493 <b>C-23 NECK INSP. DUE DATE:</b> N/A <b>TEST PRESSURE (PSIG):</b> 4950 (BAR) 341 <b>LEAK TEST PRESSURE (PSIG):</b> 4950 (BAR) 341 <b>MAX. SERVICE PRESSURE (PSIG):</b> 4950 (BAR) 341 <b>WATER VOLUME (CU. FT.):</b> N/A (L) N/A <b>TARE WEIGHT (LBS):</b> 21,702 (KG) 9844 <b>UNIT NO.:</b>
---	--

DETAIL "D"  
ENLARGED FOR CLARITY



DETAIL "B"  
ENLARGED FOR CLARITY



DETAIL "C"  
ENLARGED FOR CLARITY

NOTES:

- 1 - PRODUCT: COMPRESSED NATURAL GAS, DIVISION 2.1, UN1971 (NOT FOR SOUR GAS SERVICE).
- 2 - PRESSURE VESSEL DESIGN CODE: ASME SEC. VIII DIV.1, APPENDIX 22.

- 3 - VESSEL DESIGN DATA:  
 - SA372, GRADE J, CLASS 70, 20" O.D. x 23'-0" LG., 34.1 CU.FT. WATER VOLUME, MIN. WALL 1.304", DESIGN PRESSURE 5,500 PSI, 6,771 LBS NOMINAL WEIGHT.

- 4 - PRODUCT CAPACITY: 38,196 SCF @ 5,500 PSI.  
 - NOMINAL CAPACITY CALCULATED AT 70° F. ACTUAL CAPACITY WILL VARY BASED ON GAS FILL TEMPERATURE AND RELIEF VALVE SET PRESSURE TOLERANCE.

- 5 - DIMENSIONS:  
 - LENGTH: 23'-7 9/16"  
 - HEIGHT: 6'-1 1/2"  
 - WIDTH: 2'-5/16"

- 6 - NOMINAL WEIGHTS:  
 - TUBES: 20,313 lbs.  
 - FRAME ASSEMBLY: 1,389 lbs.  
 - TARE WEIGHT: 21,702 lbs.  
 - PRODUCT: 1,717 lbs. (@ 5,500 psi)  
 - GROSS WEIGHT: 23,419 lbs.

- 7 - FOUNDATION RECOMMENDATION:  
 - THE OWNER / INSTALLATION CONTRACTOR IS TO OBTAIN THE SERVICES OF A REGISTERED CIVIL/STRUCTURAL ENGINEER TO PROVIDE A FOUNDATION DESIGN. THE REGISTERED ENGINEER SHALL BE FAMILIAR WITH REGULATORY REQUIREMENTS AT THE INSTALLATION SITE, INCLUDING CONTROLLING BUILDING CODES, SOIL BEARING CAPACITY, CONTROLLING SEISMIC OR WIND CRITERIA, EXTREME FROST PENETRATION, FLOODING, AND OTHER SPECIFIC DESIGN REQUIREMENTS WHICH APPLY.  
 - THE FOUNDATION SHOULD BE PROPORTIONED, TESTED, MIXED, INSTALLED, AND CURED IN ACCORDANCE WITH CONTROLLING BUILDING CODES AND ACCEPTED CONCRETE DESIGN/CONSTRUCTION CODES PRIOR TO INSTALLATION.

- 8 - UNLESS OTHERWISE SPECIFIED:  
 - TOLERANCES - FRACTIONAL - ± 1/8"  
 - ANGULAR - ± 0.5°  
 - ALL DIMENSIONS ARE IN INCHES.
- 9 - CLEANING AS PER FIBA P-11: "PROCEDURE FOR GENERAL CLEANING OF GASEOUS SYSTEM COMPONENTS."
- 10 - PAINT AS PER FIBA P-24, "PROCEDURE FOR APPLICATION OF COATINGS ON ALL SKID CONTAINERS, TRAILERS & GROUND STORAGE UNITS". TOP COAT TO BE WHITE.
- 11 - LEAK TEST PRESSURES:  
 - WITH SAFETY RELIEF VALVE INSTALLED: 4,950 PSI (90% OF SRV SET PRESSURE) WITH 100% NITROGEN.
- 12 - SHIP WITH < 20 PSI NITROGEN.
- 13 - DRY TO LESS THAN 128 PPM.
- 14 - CAULK FLANGE x TUBE INTERFACE BOTH ENDS.
- 15 - CUSTOMER IS RESPONSIBLE FOR ASSEMBLING VENT STACK DISCHARGE SO AS TO NOT IMPINGE UPON EQUIPMENT OR PERSONNEL. RECOMMENDED MIN. VENT STACK HEIGHT:  
 10'-0" ABOVE GRADE  
 2'-0" MIN. ABOVE ADJACENT EQUIPMENT  
 5'-0" MIN. ABOVE ROOFTOPS.

- 16 - SEISMIC AND WIND REQUIREMENTS (PER ASCE 7-16, CBC 2016):

S<sub>s</sub> = 1.264  
 S<sub>1</sub> = 0.476  
 I = 1.25  
 R = 3.0

WIND:  
 - 120 MPH  
 - EXP. C

<b>WARNING NOTICE</b>		<b>QUALITY PRODUCTS - SERVICE</b> FIBA TECHNOLOGIES, INC. 53 AVER ROAD, LITTLETON, MA 01460 PHONE # (508) 887-7100, FAX # (978) 742-4908	
THIS DOCUMENT IS THE PROPERTY OF <b>FIBA TECHNOLOGIES, INC.</b> AND IS DELIVERED ON THE EXPRESS CONDITION THAT IT IS NOT TO BE DISCLOSED, REPRODUCED IN WHOLE OR IN PART, OR USED FOR MANUFACTURE FOR ANYONE OTHER THAN FIBA TECHNOLOGIES WITHOUT ITS WRITTEN CONSENT AND THAT NO RIGHT IS GRANTED TO DISCLOSE OR SO USE ANY INFORMATION CONTAINED IN SAID DOCUMENT.		DRAWN BY: JCL	CHECKED BY: APPD BY: DATE: 9/6/2022
1 1/8" TUBE, CNG, 5,500 PSI, 20" O.D. x 23'-0" LG. ASME VESSELS, GROUND STORAGE PACK, GENERAL ARRANGEMENT, EFS WEST, SHEET 1 OF 1		SCALE: NTS	SIZE: D
DRAWING NUMBER: AS-03-CNG-EFS-03		REV: 0	