



City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Martin Boyd, Principal Engineer
Joe Bride, Public Works Director
Via Ashley Jones, City Manager

DATE: July 8, 2024

SUBJECT: Award of Construction Contract to Teichert Utilities for Utility Undergrounding District 1A – Stratford Court South Project & General Program Update

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council take the following actions:

- 1) Award a \$4,706,395 construction contract to Teichert Utilities (Attachment A) for the Utility Undergrounding District 1A – Stratford Court South Project;
- 2) Approve a \$425,228 Task Order with Utility Specialists Southwest, Inc. for Construction Management and Inspection Services (Attachment B);
- 3) Approve a \$71,513 Task Order with NOVA Services, Inc. for Geotechnical Services (Attachment C);
- 4) Approve a 10% project contingency of \$519,316;
- 5) Authorize the City Manager to execute the required documents and any contract and Task Order changes, within the project contingency, necessary to complete the work; and
- 6) Amend the Fiscal Year 2024-2025 Operating and Capital Budget as described in the Fiscal Impact section below.

BACKGROUND:

The City of Del Mar continues to implement the citywide Undergrounding Program (UP), which will remove utility poles and replace overhead cables for electricity and telecommunications with underground lines. A map of the planned citywide Utility Undergrounding Districts (UUDs) is included with this report as Attachment D.

On July 12, 2021, the City Council authorized formation of Utility Undergrounding District (UUD) 1A (Stratford Court South). UUD 1A was identified as the next district after completion of the Tewa Court/10th Street UUD pilot project on February 8, 2023. UUD 1A includes 56 poles and 7,650 linear feet of overhead conversion to 11,165 linear feet of underground trench from 4th Street to 12th Street, including 227 properties and 464 residences. Sixty-four of the homes or buildings require undergrounding of their private

City Council Action:

ACTION TAKEN: SEE NEXT PAGE

ACTION TAKEN FOR ITEM 14:

IT WAS MOVED BY COUNCILMEMBER WORDEN, SECONDED BY COUNCILMEMBER MARTINEZ TO AWARD A \$4,706,395 CONSTRUCTION CONTRACT TO TEICHERT UTILITIES FOR THE UTILITY UNDERGROUNDING DISTRICT 1A – STRATFORD COURT SOUTH PROJECT; APPROVE A \$425,228 TASK ORDER WITH UTILITY SPECIALISTS SOUTHWEST, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES; APPROVE A \$71,513 TASK ORDER WITH NOVA SERVICES, INC. FOR GEOTECHNICAL SERVICES; APPROVE A 10% PROJECT CONTINGENCY OF \$519,316; AUTHORIZE THE CITY MANAGER TO EXECUTE THE REQUIRED DOCUMENTS AND ANY CONTRACT AND TASK ORDER CHANGES, WITHIN THE PROJECT CONTINGENCY, NECESSARY TO COMPLETE THE WORK; AND AMEND THE FISCAL YEAR 2024-2025 OPERATING AND CAPITAL BUDGET AS DESCRIBED IN THE FISCAL IMPACT SECTION OF THE AGENDA REPORT. (VOTE 2-1-2 WITH COUNCILMEMBER QUIRK OPPOSED AND MAYOR DRUKER AND DEPUTY MAYOR GAASTERLAND RECUSED)

service lateral at the expense of the property owner. A map of UUD 1A is included as Attachment E.

DISCUSSION/ANALYSIS:

Award of Construction Contract

In accordance with the City’s Municipal Code and Public Contract Code, the City initiated a competitive public bidding process for the City’s construction activities related to UUD 1A, with publication of a notice inviting bids on March 20, 2024. This was posted to the City’s website, contractor’s notification web platform Bidnet.com, and published in the newspaper.

The City’s undergrounding construction activities are primarily for trenching and installation of conduit and substructures. This includes joint trench excavation, hand digging within proximity of protected trees and parallel existing utilities, exploratory potholes, asphalt resurfacing, concrete driveways and curbs restoration, installation of retaining walls, pedestrian ramp installation, hydroseed, irrigation repairs, traffic control and safety for vehicles and pedestrians, construction staging, storm water pollution prevention and erosion control, and other required construction activities.

Following the bid solicitation process, five sealed bids were received and opened on May 13, 2024. The verified bid amounts are listed below.

Bidder	Base Bid Amount	Alternate Bid Amount
Bali Construction	\$8,796,845	\$578,810
Blue Pacific Engineering Construction	\$5,893,155	\$817,535
Southern Contracting Company	\$5,829,897	\$374,837
Armstrong Cal Builders	\$5,130,994	\$870,676
Teichert Utilities	\$4,706,395	\$1,017,426
<i>For Reference: Engineer’s Estimate</i>	<i>\$3,042,741</i>	<i>\$410,277</i>

Public Contract Code Section 20162 requires that the City award the contract to the lowest responsive and responsible bidder based on their base bid. Staff evaluated Teichert Utilities’ Bid of \$4,706,395 (Attachment F) and determined them to be the lowest responsive and responsible bidder. A discrepancy was found in the overall base bid amount as part of the City’s verification process. As such, the contractor was notified of a reduction to their base bid from \$4,717,395 to \$4,706,395.

The City’s construction activities are primarily for trenching and installation of conduit and substructures. This includes joint trench excavation, hand digging within proximity of protected trees and parallel existing utilities, exploratory potholes, asphalt resurfacing, concrete driveways and curbs restoration, installation of retaining walls, pedestrian ramp installation, hydroseed, irrigation repairs, traffic control and safety for vehicles and

pedestrians, construction staging, storm water pollution prevention and erosion control, and other required construction activities.

Staff included Stratford Court paving as an alternate bid item. However, based on the bids received in comparison to the cost for recent paving work in the City, staff does not recommend awarding the alternate bid to complete the Stratford Court paving as part of UUD 1A. To get the best cost, staff recommends bidding/constructing the Stratford Court paving portion of the project separately to be completed by an asphalt paving contractor after the undergrounding work is complete.

The City has an agreement in place with Utility Specialists Southwest, Inc. for as-needed specialized electrical engineering and consulting services related to implementation of the citywide UP. Staff recommends issuing Utility Specialists Southwest, Inc. a \$425,228 Task Order (Attachment B) to provide additional pre-construction services and construction management and inspection services for this project.

The City also has an agreement in place with NOVA Services, Inc. for as-needed geotechnical services. Staff recommends issuing NOVA Services, Inc. a \$71,513 Task Order (Attachment C) to provide geotechnical services for this project. The services include any geotechnical observations and laboratory testing required for the joint trench.

The total estimated City construction project expenditures through project completion are \$5,722,452 as listed in Table A below. This amount includes the construction contract with Teichert Utilities, Construction Management and Inspection Services provided by Utility Specialists, Geotechnical Services provided by NOVA, and a 10% project contingency for change orders due to unforeseen field conditions, need for specialty inspections, or any other unanticipated costs during construction. The construction contract is primarily for UUD 1A but also includes additional minor planned improvements for Penny Lane and 931 Stratford Court, which are not being funded with Measure Q funds, as discussed further below.

Table A: City Construction Expenditures

	AMOUNT
Construction (Teichert Utilities)	\$4,706,395
Construction Management (Utility Specialists)	\$425,228
Geotechnical Services (NOVA)	\$71,513
Project Contingency (10%)	\$519,316
Total City Construction Costs	\$5,722,452

Agreements with Utility Companies

Completion of the Undergrounding Project necessitates coordination with the utility companies – San Diego Gas & Electric (SDG&E), AT&T, Charter Communications/Spectrum, and Crown Castle. The design process involved extensive coordination with each of these three companies, and in fact, the work that the contractor

is doing is to build the Underground Support Structure (USS) for their infrastructure, which includes the underground conduit, as well as concrete pads for placement of their transformers and pedestals.

Following summarizes the status with each of the three entities:

- San Diego Gas & Electric – The California Public Utilities Commission (CPUC) regulates the requirements for electric utilities with regards to their participation in utility undergrounding pursuant to tariff rules, specifically Rule 20. The UUD 1A project is considered eligible for Rule 20B, which means there will be partial credit for the “overhead equivalent value,” estimated to equate to about 20% of the SDG&E cost. The City’s contract with San Diego Gas & Electric (SDG&E) is for actual cost billing for installation of cable & connections, pole removals, service cutovers, and engineering fees. The City is responsible for trenching and installation of conduit and substructures. SDG&E provided the City with an estimate of \$3.56 million in March 2024 for costs associated with their work, which are included as Attachment G. The estimate is provided for the City’s financial planning purposes prior to the initial invoice, is based on SDG&E’s latest data, and includes a contingency. SDG&E is proceeding with their bidding process to obtain fixed bids. SDG&E will provide the City with an initial invoice prior to SDG&E’s construction after obtaining fixed bids and then a final reconciliation invoice based on the actual costs after construction is complete. SDG&E has explained that the only expected changes in costs are for change orders due to unforeseen field conditions, need for specialty inspections, or any other unanticipated costs during construction. Staff will return to City Council once SDG&E provides an initial estimate invoice and agreement for UUD 1A. This is expected to occur by the end of year.
- AT&T – As with SDG&E, the California Public Utilities Commission also regulates the requirements of AT&T with regards to their participation in utility undergrounding pursuant to tariff rules (Rule 32). The UUD 1A project is considered eligible for CPUC Rule 32.A.2, which means the City is responsible for providing the Underground Support Structure (USS). Accordingly, AT&T has been paid for the cost of designing and inspecting the USS. To date, the City has paid AT&T \$142,560 for these services as part of UUD 1A.
- Charter Communication/Spectrum & Crown Castle – Though Charter Communications/Spectrum (Charter) and Crown Castle do not operate under a specific tariff rule as SDG&E and AT&T do, State laws and policies generally treat cable utilities, such as Charter and Crown Castle, similarly to utilities such as SDG&E and AT&T. Staff continues to work with Charter and Crown Castle consistent with such principles and does not anticipate paying beyond trenching and installation of conduit and substructures.

Project Budget Update

The total project cost for UUD 1A is now estimated to be \$10.03 million based on the cost increases related to City construction and SDG&E. Attachment H includes a budget summary reflecting the estimated project costs from initial district formation to the current estimate for comparison. The cost estimate now includes a 10% project contingency for change orders due to unforeseen field conditions, need for specialty inspections, or any other unanticipated costs during construction.

The prior total project cost estimate provided on December 4, 2023, was \$5.40 million based on costs from the Tewa Court/10th Street UUD, prior to receiving SDG&E's final reconciliation invoice, and without the 10% project contingency. The cost per linear foot of overhead conversion is now estimated at \$1,312, and the cost per linear foot of joint trench is estimated at \$899. This includes the cost of required professional services during the design phase in preparation for the bid process, cost for construction, costs paid to the utility companies for their engineering fees and construction work, and the cost for third party construction management services during construction.

The lowest base bid received of \$4.71 million is \$1.67 million higher than the engineer's estimate of \$3.04 million. The following are some reasons for cost differences between the engineer's estimate and actual bids received according to the UP consultants and contractor:

- Inflation of 20% since Tewa Court/10th Street UUD bids according to the California Construction Cost Index. The UUD 1A bid is 22% higher than the Tewa Ct/10th St UUD bid on a linear foot of trench basis;
- The project location is difficult for construction and traffic/pedestrian control since it is located within congested streets having several utilities and near the beach;
- Hand digging within proximity of protected trees, parallel existing utilities, and for exploratory potholes when crossing existing utilities;
- Shoring for deep trenches when crossing existing utilities; and
- Anticipated effort for scheduling and coordination with SDG&E during construction.

SDG&E provided the City with an estimate of \$3.56 million in March 2024 for costs associated with their work, which are included as Attachment G. SDG&E's estimate is significantly greater than the \$1 million originally budgeted for UUD 1A, which was based on SDG&E's initial estimate invoice for Tewa Court/10th Street UUD. However, SDG&E's final reconciliation invoice brings the cost to \$182 per linear foot of trench. Applying this rate to the 11,165 linear feet of trench for UUD 1A brings the estimate cost to \$2.03 million. SDG&E's cost estimate is 77% higher than the Tewa Ct/10th Street UUD final reconciled costs on a linear foot of trench basis. SDG&E's reasoning for cost increases is due to labor cost increases, inflation, and supply chain challenges. It is important to note that the City does not have control over SDG&E's design process and costs.

The project also includes \$85,630 in costs associated with General Fund projects at Penny Lane and 931 Stratford Court. The Penny Lane project includes minor grading, curb installation, and installation of a percolating catch basin with overflow to control

nuisance runoff from City Hall site development. The City collected development in-lieu funds to construct a concrete curb at 931 Stratford Court. These minor projects were designed and included for construction alongside UUD 1A due to their close proximity, facilitating concurrent construction. Funding was previously allocated as part of the Fiscal Year 2023-2024 Operating and Capital Budget and a development in-lieu payment from 931 Stratford Court. The funding for these minor improvement will come from the General Fund, and will have no impact on the Measure Q fund.

General Undergrounding Program Update & Next Steps

Pending City Council approval, the UUD 1A project will begin in July/August 2024 after the City's construct contract is executed, a Notice to Proceed is issued, and SDG&E has assigned an inspector. SDG&E will return to the City with an agreement and initial invoice for their work once they obtain fixed bids, which they anticipate to occur by the end of the calendar year. The project duration for City construction is estimated to be 220 calendar days and completion is expected in March 2025. Following the phased City contractor's work, the homeowners will be required to install their portion of the service laterals and upgrade electrical panels, as necessary, including obtaining SDG&E and City inspector approvals. Extensive coordination has already occurred with residents, and they will have approximately two months to complete their work to connect to the handholes. Wire pull by the utility companies and pole removal will be completed after all homeowners have completed lateral installations. Overall, the homeowner installations and utility agency work are anticipated to take approximately five months following completion of the contractor's work per phase with completion expected in August 2025. However, the schedule for wire pulls and pole removals has yet to be confirmed by the companies. Once the utility companies schedule is determined, staff will bring to the City Council a final public hearing and adoption of a resolution declaring the date by which all overhead utilities must be removed, as required per Del Mar Municipal Code 23.54.

With regard to UUD X1A, the project is nearing completion of the design phase. Design phase activities include surveying existing conditions, utility company designs, city civil engineering design, homeowner service lateral design coordination, easement coordination/recordation, and environmental evaluation. The City's undergrounding consultants are finalizing the civil engineering design and environmental studies. The City Council meeting for the pre-bid process is currently anticipated for September 2024, followed by the public bidding process, and City Council consideration of construction contract award is tentatively planned for November 2024. However, the bidding and construction phase are contingent upon receiving all necessary easements. The City will have to consider options and secure the necessary financing for this project prior to commencing construction, the process for which is further discussed below.

On June 3, 2024, staff provided a general Undergrounding Program update to the City Council, which included updated information and highlighted concerns regarding increases to City construction and SDG&E costs. Since that time, the City's Undergrounding Program Advisory Committee (UPAC) met on June 13, 2024, and the

Financing Subcommittee was convened by staff on June 25 and July 2, 2024, to discuss updated Undergrounding cash flow modeling, follow up communications with SDG&E seeking information and clarification on their costs and factors used to determine those costs, and consider opportunities to reduce project costs. As part of this effort, a letter to SDG&E formally requesting more detailed information is currently being developed by staff in coordination with the UPAC subcommittee. The UPAC Financing Subcommittee will continue to meet frequently in the coming months, with the goal of assisting staff with developing recommendations for UPAC and Council consideration related to project financing and timing.

Staff have also undertaken a process to solicit proposals from qualified firms to provide financial consulting services to assist staff with evaluating revenues and expenditures, project timing, and program financing options. As part of a separate agenda item, Council is being asked to approve an agreement for these services, which would begin immediately if approved. The goal is to complete this work and return to Council with a recommendation on how to proceed in the fall, following consideration by UPAC.

In the meantime, staff is continuing to proceed with the Council authorized work on UUDs 1A, X1A, 1B, 2, and 3. UUD 1A is entering the construction phase, UUD X1A is nearing completion of the design phase, UUD 1B is in the SDG&E preliminary design phase, UUD 2 is nearing district formation, and UUD 3 is in the pre-formation phase. Staff provided a detailed undergrounding program update on June 3, 2024, which can be found online at: <https://www.delmar.ca.us/agendacenter>.

FISCAL IMPACT:

The total fiscal impact of the recommended action as described in this report is \$5,722,452. Included in the Fiscal Year 2023-24 and 2024-25 Capital Budget is \$4.6 million for this project. Approval of this item will require amending the Fiscal Year 2024-25 Capital Budget in the amount of \$1,119,200 as follows:

PROJECT	FUND	ACCOUNT	AMOUNT
UUD 1A – Stratford Court South	Measure Q	02.7000.7202	\$1,067,700
Penny Lane Improvement and 931 Stratford Court Curb	General	55.7000.7032	\$51,500
Total Funding			\$1,119,200

Staff will return to City Council for an additional funding request necessary for the SDG&E costs once an initial invoice is received. SDG&E currently estimates their costs at \$3,585,756.

ENVIRONMENTAL IMPACT:

Pursuant to the California Environmental Quality Act (CEQA), the proposed project has been analyzed and determined to be Categorically Exempt pursuant to CEQA Guidelines Section 15302(d) (Class 2) in that the project includes the undergrounding of public utilities where the surface will be restored to the existing condition, and CEQA Guidelines

Section 15304 (Class 4) in that any grading required to provide access to utilities constitutes a minor alteration in the condition of the land. The proposed project has been designed based on recommendations in an Arborist's Report titled "City of Del Mar Assessment of Torrey Pines" prepared by West Coast Arborists dated June 3, 2021 to avoid impacts and/or the removal of healthy, mature, scenic trees as a result of the proposed activities (report is on-file with the City of Del Mar, 1050 Camino del Mar, Del Mar, CA 92014). It has been further determined that none of the six exceptions to the use of a categorical exemption would apply to this project (CEQA Guidelines Section 15300.2) and the project has been designed to avoid sensitive environmental resources.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

Utility Undergrounding is listed as a Tier 1 City Council priority for FYs 2023-2024 and 2024-2025.

ATTACHMENTS:

- Attachment A - Contract with Teichert Utilities for the Stratford Court South Conversion (UUD 1A) Project
- Attachment B - Utility Specialists Southwest, Inc. Task Order for Construction Management and Support
 - Exhibit A to Attachment B – UUD 1A Construction Support Services Scope of Work
- Attachment C - NOVA Services, Inc. Task Order for Geotechnical Service
 - Exhibit A to Attachment C – UUD 1A Geotechnical Services Scope of Work
- Attachment D - UP Citywide Map
- Attachment E - UUD 1A Stratford Court South Map
- Attachment F - Teichert Utilities' Bid
- Attachment G - SDG&E UUD 1A Cost Estimate
- Attachment H - UUD 1A Project Budget

ATTACHMENT A

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TEICHERT UTILITIES
FOR STRATFORD COURT SOUTH CONVERSION (UUD 1A)**

This Construction Contract ("Contract") is made and entered into by and between the **City of Del Mar**, a municipal corporation, hereinafter referred to as the "City," and **Teichert Utilities** hereinafter referred to as the "Contractor" (collectively "Parties").

RECITALS

WHEREAS, the City requires a general contractor to construct a Public Works project generally described as the **Stratford Court South Conversion (UUD 1A) Project** hereinafter referred to as the "Project."

WHEREAS, the Contractor represents itself as possessing the necessary skills and qualifications to construct the Project required by the City and possesses the required contractor's license of the appropriate classifications.

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, and in consideration of the payments and agreements hereinafter mentioned, the Parties agree as follows:

1. CONTRACTOR'S OBLIGATIONS.

- 1.1 Contractor shall perform the scope of work shown in the **Attachment "A"** hereinafter referred to as the "Work", as such term is defined by the Standard Specifications for Public Works Construction, latest version (GREENBOOK).
- 1.2 The Contractor agrees, at the Contractor's own proper cost and expense, to do all the Work and furnish all the materials, except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete the Work in a good, workmanlike and substantial manner and to the satisfaction of the City.
- 1.3 Said Work shall be performed in accordance with the Contract Specifications, Drawings, and Provisions annexed hereto; and in connection with the Reference Standards below:

Standard	Edition
Standard Specifications for Public Works Construction ("The GREENBOOK")	2021
San Diego Regional Standard Drawings	2022

- 1.4 The Contractor shall maintain throughout the full term of this Contract all professional certifications and licenses required in order to comply with all City, State, and Federal laws in the performance of this Contract.
- 1.5 The Contractor shall pay wages to the Contractor's employees according to the current "General Prevailing Wage Rates" issued by the Department of Industrial Relations of the State of California. Pursuant to provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contractor, from Director of the Department of Industrial Relations.

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These rates are available online with the California Department of Industrial Relations (www.dir.ca.gov). The Contractor shall post a copy of such rates at the job site and shall pay the adopted prevailing wage rates as a minimum. The Contractor shall comply with the provisions of Sections 1725.5, 1771, 1773.8, 1774, 1775, 1776, 1777.5, 1777.6, 1813, and 1815 of the Labor Code.

- 1.6 The Contractor shall register with the Department of Industrial Relations (DIR) in accordance with California Labor Code sections 1771.1 and 1725.5 and the Contractor shall be subject to compliance monitoring and enforcement by DIR in accordance with California Labor Code section 1771.4.
- 1.7 Pursuant to and subject to the provisions of Section 1775 of the Labor Code, Contractor shall forfeit to City, as a penalty, the sum of up to two-hundred dollars (\$200) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any Work done under this Contract, by it or by any subcontractor under it, in violation of the provisions of the Contract.

2. SECURITY FOR CONTRACTOR'S PROMISE TO PERFORM.

- 2.1 For contracts above \$25,000, the Contractor shall post and maintain during the full term of this Contract security for Contractor's promise to perform this Contract in the following forms and amounts:
 - A. The amount of the performance security shall be 100% of bid amount.
 - B. The form of the security shall be one of the following:
 1. Cash;
 2. Cashier's check made payable to the City;
 3. A certified check made payable to the City;
 4. A bond, executed by an approved surety insurer using the Performance Bond form found herein or a substitute form acceptable to and approved by the City, made payable to the City; or
 5. The Contractor may elect to deposit securities of a value equivalent to the amount of the performance security in accordance with the provisions of section 22300 of the Public Contract Code. The City will make the final determination as to the value of the posted securities.
- 2.2 The City shall retain five percent (5%) of each payment due the Contractor under this Contract until completion and acceptance of the Project. The Contractor may elect to deposit securities of a value equivalent to the retention in accordance with the provisions of Section 22300 of the Public Contract Code and thereby become entitled to receive one hundred percent (100%) of the payments, without retention. The City will make the final determination as to the value of the posted securities. The amount of retention withheld may be reduced, or a portion of withheld retention may be returned, at the sole discretion of the City.
- 2.3 For contract amounts above \$25,000, the Contractor shall file a payment bond using the Payment Bond form found herein or a substitute form acceptable to

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and approved by the City, in the amount of 100% of bid amount, with and subject to the approval of the Director of Public Works in accordance with Civil Code section 3247.

3. CONTRACT AMOUNT AND SCHEDULE.

- 3.1 The City agrees to pay and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule attached hereto as **Attachment B** and incorporated by reference as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
- 3.2 Contractor agrees to complete the Work on Stratford Court South Conversion (UUD 1A) in a time period not to exceed **two hundred twenty (220)** calendar days per Section 6-3 of the Standard Specifications for Public Works Construction (GREENBOOK), commencing upon the date stated in the Notice to Proceed issued by the City. Construction shall not commence until the City has approved bonds and insurance.

4. TERMINATION OF CONTRACT.

In the event of the Contractor's failure to prosecute, deliver, or perform the Work as provided for in this Contract, the City may terminate this Contract by notifying the Contractor by certified mail of said termination.

5. STATUS OF THE CONTRACTOR.

The Contractor shall perform the services provided for herein in a manner of Contractor's own choice, as an independent Contractor and in pursuit of Contractor's independent calling, and not as an employee of the City. Contractor shall be under control of the City only as to the result to be accomplished and the personnel assigned to the project. However, Contractor shall confer with the City as required to perform this Contract.

6. SUBCONTRACTING.

The Contractor's ability to subcontract is limited by and must comply with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code sections 4100 *et seq.* If the Contractor subcontracts any of the Work to be performed under this Contract, the Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in the

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Contract shall create any contractual relations between any subcontractor of Contractor and the City. The Contractor shall bind every subcontractor by the terms of the Contract applicable to Contractor's Work unless specifically noted to the contrary in the subcontract in question approved in writing by the City.

7. ASSIGNMENT OF CONTRACT.

The Contractor has no authority or right to assign this Contract or any part thereof or any monies due thereunder to any other party without first obtaining the prior written consent of the City.

8. VERBAL AGREEMENT OR CONVERSATION.

No verbal agreement or conversation with any officer, agent or employee of the City, either before, during or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle the Contractor to any additional payment whatsoever under the terms of this Contract.

9. DISPUTES.

9.1 If a dispute should arise regarding the performance of this Contract, the following procedures shall be used to address any question of fact or interpretation not otherwise settled by agreement between the parties. Such questions, if they become identified as part of a dispute between persons operating under the provisions of the Contract, shall be reduced to writing by the complaining party. A copy of such documented dispute shall be forwarded to the other party involved along with recommended methods of resolution which would be of benefit to both parties. The party receiving the letter shall reply to the letter along with a recommended method of resolution within ten (10) days of receipt of the letter.

9.2 If the dispute is not resolved, the aggrieved party shall send a letter outlining the dispute to the City to be resolved.

9.3 If the dispute remains unresolved and the parties have exhausted the procedures of this section, the parties may then seek remedies available to them at law.

9.4 Pursuant to Public Contract Code Sections 20104 and 9204, a claim by the Contractor for a time extension; payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the City, shall be dealt with as follows:

A. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by the Contract for the filing of claims.

B. For all claims, pursuant to Public Contract Code Sections 20104 and 9204:

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1. City shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant. City shall identify the disputed and undisputed portion(s) of the claim in the written response. If City fails to issue a written statement, the claim is rejected in its entirety.
 2. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.
 3. The City's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
 4. Pursuant to Public Contract Code section 9204, any payment on any undisputed portion of the claim shall be processed and made within sixty (60) days after the public entity issues its written statement.
- C. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within fifteen (15) days of receipt of the City's response or within fifteen (15) days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand sent by registered or certified mail, the City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days after the meet and confer conference, City shall prepare a written statement describing portions of the claim in dispute and the portions of the claim that are disputed. Mediation Prerequisite: If following the meet and conference the claim or any portion remains in dispute, the parties agree that as a condition precedent to the initiation of litigation, the parties shall submit to non-binding mediation. The parties shall mutually agree to a mediator within ten (10) business days after the City's response following the meet and confer conference. The parties shall make reasonable attempts to mediate within thirty (30) days of the meet and confer conference. Mediation shall be subject to the following rules:
1. The mediation process shall be administered by a neutral organization agreed to by the parties and shall be confidential subject to Evidence Code Sections 1115 –1128 and 1152.
 2. The costs for mediation will be shared equally by all parties. The expenses of witnesses shall be paid by the party producing such witnesses.
 3. A single mediator shall be selected to mediate the dispute. At least ten (10) days before a scheduled session, each party shall provide the mediator a brief memorandum setting forth its position about the issues that need to be resolved. The brief shall be mutually exchanged between the parties. At the mediation session, the parties will be expected to produce required information for the mediator to understand and evaluate the issues presented.

ATTACHMENT A

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
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4. The mediation process shall be considered terminated when: (1) in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the parties; or, (2) by the execution of Settlement Agreement, which may be used as the basis for change order or other directive as appropriate; or, (3) written declaration of a party that it will no longer participate in further mediation proceedings.
- D. If mediation is unsuccessful, as a prerequisite to filing suit, the Contractor must file a claim pursuant to Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed shall begin from the time the claimant submits his or her written claim pursuant to subsection A until the time the claim is denied, including any period of time utilized by the meet and confer conference.

A civil action filed to resolve a claim subject to Section 9.4 of this Contract shall be subject to the provisions of Public Contract Code Sections 20104.4 and 20104.6.

10. HOLD HARMLESS.

- 10.1 To the fullest extent of the law, the Contractor agrees to indemnify and hold the City; the City's officers, officials, employees and agents; the Engineer; and the Engineer's officers, officials, employees, agents, and each and every individual property owner where the Work is to be performed (together, the "City Indemnified Parties"), harmless from, and against any and all liabilities, claims, demands, causes of action, losses, suit damage, expenses and costs, including all costs of defense, expense costs and investigation expenses thereof, arising out of, or in any manner connected directly or indirectly to the acts, omissions or performance of Work by the Contractor or Contractor's agents, employees, subcontractors, officials, officers or representatives. Upon demand, Contractor shall, at its own expense, defend the City Indemnified Parties from and against any and all such liabilities, claims, demands, causes of action, losses, damages and costs, regardless of whether or not such a claim, loss or liability is caused in part by a party indemnified hereunder. However, any obligations to indemnified the City and its indemnified parties shall not apply where such liability or claims are a result of willful misconduct or active negligence as determined by a court of competent jurisdiction.
- 10.2 By inspecting, approving or accepting the improvements, City shall not have waived the protections afforded herein to the City Indemnified Parties or diminished the obligation of Contractor, who shall remain obligated in the same degree to indemnify and hold the City Indemnified Parties harmless as provided above.
- 10.3 Contractor's obligation herein does not extend to liabilities, claims, demands, causes of action, losses, damages or costs that arise out of the City Indemnified Parties' sole active negligence or willful misconduct.

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11. RESPONSIBILITY FOR DAMAGE.

11.1 The Contractor shall obtain and maintain in full force and effect during the life of the Contract, contractual liability insurance for bodily injury liability and property damage liability assumed by the Contractor of all claims and lawsuits against the Contractor and his/her subcontractors arising out of or in connection with the Work to be performed. Such insurance as is afforded by the policy to the Contractor for Contractual Property Damage Liability Insurance shall include coverage for property damage caused by the Work, blasting, collapse, structural injuries or damage to underground utilities. The policy shall not contain the so-called "x" "c" "u" exclusions and the Certificate of Insurance shall include each individual homeowner as indicated by the City prior to the commencement of the Work.

11.2 The Contractor shall maintain the following coverage:

- A. Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:

\$500,000 for Bodily Injury – each accident
\$500,000 for Bodily Injury by disease – policy limits
\$500,000 for Bodily Injury by disease – each employee

To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of the City, SDG&E, AT&T, and Spectrum, their affiliates, and their directors, officers and employees.

In states where Workers' Compensation insurance is a monopolistic state-run system, Applicant shall add Stop Gap Employers Liability with limits not less than \$500,000 each accident or disease.

- B. Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:

\$2,000,000 General Aggregate limit;
\$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence;
\$1,000,000 each occurrence limit for Personal Injury and Advertising Injury;
\$2,000,000 Products/Completed Operations Aggregate limit;
\$1,000,000 each occurrence limit for Products/Completed Operations;
\$1,000,000 Damage to Premises Rented to You (Fire Legal Liability).

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The Commercial General Liability insurance policy must:

1. Include the City, SDG&E, AT&T, and Spectrum, their affiliates, and their directors, officers, consultants, and employees as Additional Insureds. Applicant shall provide a copy of the Additional Insured endorsement to the City. The Additional Insured endorsement may be “blanket” or “automatic” addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided prior to starting the work of this Agreement and within 60 days of each Commercial General Liability policy renewal;
 2. Include a waiver of subrogation in favor of the City, SDG&E, AT&T, and Spectrum, their affiliates, and their directors, officers and employees; and
 3. Be primary and non-contributory with respect to any insurance or self-insurance that is maintained by the City, SDG&E, AT&T, and Spectrum.
- C. Business Automobile Liability insurance with vehicle liability and property damage insurance limits in the amount of not less than \$2,000,000 for one person injured in one accident, and not less than \$2,000,000 for two or more persons injured in any one accident, and not less than \$2,000,000 with respect to any property damage involved and public general liability insurance in the amount of not less than \$2,000,000 each occurrence or in the aggregate.
- D. Umbrella/Excess Liability insurance with limits of at least \$1,000,000 each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Business Auto Liability, and Employers Liability policies. Umbrella/Excess Liability limits will be primary and non-contributory with respect to any insurance or self-insurance that is maintained by the City, SDG&E, AT&T, and Spectrum.
- 11.3 Evidence of insurance including Commercial General Liability, Workers' Compensation, and Automobile Liability in compliance with the above requirements shall be furnished to the City by Certificate of Insurance. Such Certificate of Insurance shall be furnished prior to the commencement of Work under the Contract, prior to expiration of any insurance policy required in this Section, and for any coverage maintained in a “claims-made” policy for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later. The insurance policy shall provide that the policy shall remain in force during the life of this Contract and with respect to any coverage maintained in a “claims-made” policy for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later. If a “claims-made” policy is maintained, the retroactive date must precede the commencement of work under this Agreement. The insurance

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- policy shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to City from the insurance company.
- 11.4 Such insurance shall be issued by a company or companies approved by the City, licensed and listed with "Insurance Organizations Authorized by the Insurance Commissioner to Transact the Business of Insurance in the State of California," and shall have a rating of A- or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, Applicant may procure insurance from the state fund of the state where work is to be performed.
- 11.5 Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the City from taking such other actions as is available to it under any other provision of this Contract or otherwise in law.
- 11.6 The Contractor shall arrange for the policies to be so conditioned as to cover the performance of any changes or extra Work which may be required under the Contract.
- 11.7 The costs of this insurance shall be considered as included in the prices paid for the various Contract items of Work and no additional compensation will be allowed, therefore.
- 11.8 The Contractor shall either: (1) require each of its subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified, or (2) insure the activities of its subcontractors in its own policy in like amount.
- 11.9 The Contractor's policies shall contain an Additional Insured Endorsement naming as additional insured the City, SDG&E, AT&T, homeowners along the utility easement, and Spectrum, and their officers, consultants, agents, and employees while on the Project and acting within the scope of their duties. For any claims related to the Project, Contractor's insurance coverage shall be primary insurance as respects City, SDG&E, AT&T, and Spectrum, and their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, SDG&E, AT&T, and Spectrum, and their officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- 11.10 Prior to commencement of Work under this Contract, the Contractor shall furnish endorsements from each of the insurance companies.
- 11.11 The Contractor shall reimburse the City and the Engineer for all costs and expenses, including attorney's fees, incurred by said City and the Engineer, in enforcing the provisions of Section 11.0 of this Contract.

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12. NOTICES.

Any notices to be given under this Contract, or otherwise, shall be served by certified mail and addressed and delivered as listed below:

City of Del Mar
Attn: City Clerk
1050 Camino del Mar
Del Mar, CA 92014
cityclerk@delmar.ca.us

Teichert Utilities
Attn: Steven Reiser, Area Manager
3780 Kilroy Airport Way, Suite 700
Long Beach, CA 90806
sreiser@teichert.com

13. LIQUIDATED DAMAGES; EXTENSION OF TIME.

In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay to CITY the sum of **seven hundred dollars (\$700.00)** per day for each calendar day completion is delayed beyond the time allowed pursuant to paragraph 3 of this Contract. Such sum shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR will be granted an extension of time and will not be assessed liquidated damages for unforeseeable delays beyond the control of and without the fault or negligence of CONTRACTOR, including delays caused by CITY. CONTRACTOR is required to promptly notify CITY of any such delay.

14. PERFORMANCE.

The City hereby promises and agrees with the Contractor to employ, and does hereby employ the Contractor to provide the materials and to do the Work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, and in the manner and upon the conditions hereinafter set forth, and the City and the Contractor for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

15. CONTRACT AUTHORITY OVER PROPOSAL.

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the Bid or Proposal of the Contractor, then this instrument shall control, and nothing herein shall be considered as an acceptance of the said terms of said Proposal conflicting herewith.

16. CONTRACT DOCUMENTS.

The Contract consists of the following documents, all of which are component parts of the Contract as if herein set out in full, or attached hereto:

1. Notice Inviting Bid(s)
2. Information and Instructions for Bidders
3. Proposal
4. Contract
5. Worker's Compensation Certificate
6. Performance Bond

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7. Payment Bond
8. Modifications to the Standard Specifications: General Provisions, Special Provisions, Construction Methods, and Technical Provisions
9. Plans & Standard Drawings, Approved Submittals, Exhibits, and Site Photos
10. Addenda and approved Change Orders

All the above-named Contract Documents are intended to be complementary. The Work required by one of the above-named documents and not by others shall be performed as if required by all. Any conflicts in terms or requirements of any of the Contract Documents shall be determined by the order of precedence set forth in the GREENBOOK.

17. ATTACHMENTS.

The following Contract Documents are attached hereto:

- A. Scope of Work
- B. Proposal/Bid Schedule/Schedule of Values
- C. Worker's Compensation Certificate
- D. Performance Bond
- E. Payment Bond

18. NON-DISCRIMINATION.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, military or veteran status, gender, gender identity, gender expression, sexual orientation, or any other class protected under state, federal, or local law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any class or category protected under state, federal, or local law and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

19. CALIFORNIA LAW; VENUE/MISCELLANEOUS.

This Contract shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Contract shall be brought in the County of San Diego, California. Contractor hereby waives any and all rights it might have pursuant to California Code of Civil Procedure section 394.

20. CONSULTANT'S CERTIFICATION OF AWARENESS OF IMMIGRATION AND CONTROL ACT OF 1986.

Contractor certifies that Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
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comply with these requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors, and consultants that are included in this Contract.

21. NO WAIVER.

No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract shall constitute a waiver of any such breach of such covenant, term or condition.

22. SEVERABILITY.

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid, or illegal.

23. CONFLICTS BETWEEN TERMS.

If an apparent conflict or inconsistency exists between the main body of this Contract and the Exhibits, the main body of this Contract shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Contract, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Contracts, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

24. SIGNING AUTHORITY.

The representative for each Party signing on behalf of a corporation, partnership, joint venture, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

[SIGNATURES ON THE FOLLOWING PAGE]

ATTACHMENT A

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
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IN WITNESS WHEREOF, the Parties hereto have executed this Contract, which will be effective as of the date of the City's execution of the Contract listed below.

CITY OF DEL MAR,
a municipal corporation

Teichert Utilities,
a California corporation

By: _____
Ashley Jones, City Manager

By: _____
Steven Reiser, Area Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney

ATTEST:

Sarah Krietor, Administrative Services
Manager/City Clerk

ATTACHMENT A

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ATTACHMENT A – SCOPE OF WORK

Contractor shall refer to [Stratford Court South Conversion \(UUD 1A\) Project Specifications and Drawings](#) for the description of the scope of work to be performed.

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CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
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ATTACHMENT B – BID SCHEDULE

BID SCHEDULE "A" (BASE BID)

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
GENERAL					
1	MOBILIZATION/DEMobilIZATION	1	LS	\$85,000.00	\$85,000.00
2	TRAFFIC CONTROL PLANS, INSTALL AND MAINTAIN TRAFFIC CONTROL	1	LS	\$107,000.00	\$107,000.00
3	CONSTRUCTION STAGING	1	LS	\$95,000.00	\$95,000.00
4	STORM WATER POLLUTION PREVENTION AND EROSION CONTROL BMP'S	1	LS	\$32,000.00	\$32,000.00
5	POTHOLING	1	LS	\$156,000.00	\$156,000.00
6	CONSTRUCTION SURVEY AND SURVEY MONUMENT PRESERVATION	1	LS	\$28,000.00	\$28,000.00
7	TREE PROTECTION FENCING AND SIGNAGE	1	LS	\$15,700.00	\$15,700.00
8	AS-BUILT DRAWINGS	1	LS	\$5,700.00	\$5,700.00
9	CLEARING AND GRUBBING AND DEMOLITION	1	LS	\$10,800.00	\$10,800.00
10	REMOVE, SALVAGE, AND REINSTALL PARKING SIGN	1	LS	\$7,700.00	\$7,700.00
DRY UTILITY					
11	EXCAVATE TO LOCATE AND INTERCEPT EXISTING CONDUITS	1	LS	\$288,000.00	\$288,000.00
12	JOINT TRENCH EXCAVATION	1	LS	\$1,232,000.00	\$1,232,000.00
13	INSTALL DB 2" CONDUITS	1	LS	\$87,000.00	\$87,000.00

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NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
14	INSTALL DB 3" CONDUITS	1	LS	\$154,000.00	\$154,000.00
15	INSTALL DB 4" CONDUITS	1	LS	\$129,000.00	\$129,000.00
16	INSTALL DB 5" CONDUITS	1	LS	\$74,000.00	\$74,000.00
17	INSTALL 3309 HANDHOLES	2	EA	\$4,300.00	\$8,600.00
18	INSTALL 3312 HANDHOLES	1	EA	\$5,600.00	\$5,600.00
19	INSTALL 3313 HANDHOLES	16	EA	\$4,000.00	\$64,000.00
20	INSTALL 3314 HANDHOLES	1	EA	\$8,700.00	\$8,700.00
21	INSTALL 3315 HANDHOLES	7	EA	\$15,000.00	\$105,000.00
22	INSTALL 3316 HANDHOLES	1	EA	\$16,000.00	\$16,000.00
23	CONSTRUCT 3421 TRANSFORMER PADS	19	EA	\$1,370.00	\$26,030.00
24	CONSTRUCT 3416 TERMINATOR PADS	1	EA	\$4,400.00	\$4,400.00
25	CONSTRUCT 3 PHASE FUSE CABINET PADS	2	EA	\$2,200.00	\$4,400.00
26	INSTALL 2" AT&T CONDUIT	1	LS	\$94,000.00	\$94,000.00
27	INSTALL 4" AT&T TYPE C RIGID CONDUIT	1	LS	\$150,000.00	\$150,000.00
28	INSTALL 2'X3' AT&T HANDHOLES	17	EA	\$1,800.00	\$30,600.00
29	INSTALL 2'X3'X3' AT&T HANDHOLE TRAFFIC RATED	19	EA	\$2,300.00	\$43,700.00
30	INSTALL 30" x 48" AT&T HANDHOLE	2	EA	\$4,000.00	\$8,000.00
31	INSTALL 30" x 48" AT&T HANDHOLE TRAFFIC RATED WITH 2-ROD TGB	5	EA	\$3,200.00	\$16,000.00
32	INSTALL 30" x 48" AT&T HANDHOLE TRAFFIC RATED WITH 3-ROD TGB	3	EA	\$4,600.00	\$13,800.00
33	INSTALL 3' x 5' x 4' AT&T HANDHOLE	1	EA	\$6,300.00	\$6,300.00
34	3' x 5' AT&T HANDHOLE WITH 2-ROD TGB	1	EA	\$6,200.00	\$6,200.00
35	EXCAVATE 4' x 4' x 4' PIT TO LOCATE AND INTERCEPT EXISTING CONDUITS	1	LS	\$197,000.00	\$197,000.00

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NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
36	INSTALL TELECOM LATERAL TRENCH AT WINSTON SCHOOL	1	LS	\$7,400.00	\$7,400.00
37	CHARTER ONLY TRENCH EXCAVATION AT WEST END OF MELANIE WAY	1	LS	\$7,300.00	\$7,300.00
38	INSTALL 1" CHARTER CONDUIT	1	LS	\$70,000.00	\$70,000.00
39	INSTALL 2" CHARTER CONDUIT	1	LS	\$169,000.00	\$169,000.00
40	INSTALL 3" CHARTER CONDUIT	1	LS	\$94,000.00	\$94,000.00
41	INSTALL CHARTER 9" X 20" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	4	EA	\$495.00	\$1,980.00
42	INSTALL CHARTER 12" X 12" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	16	EA	\$500.00	\$8,000.00
43	INSTALL CHARTER 14" X 20" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	14	EA	\$565.00	\$7,910.00
44	INSTALL CHARTER 2' X 3' VAULTS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	3	EA	\$3,200.00	\$9,600.00
45	INSTALL CHARTER 2' X 3' TRAFFIC RATED VAULTS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	11	EA	\$1,900.00	\$20,900.00
46	INSTALL 17"X30" CHARTER VAULTS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	11	EA	\$790.00	\$8,690.00
47	INSTALL 10" CIRCULAR CHARTER PULLBOXES (EXCLUDES MATERIAL FURNISHED BY OTHERS)	1	EA	\$360.00	\$360.00
48	INSTALL 1-1/4" CROWN CASTLE CONDUIT	1	LS	\$94,000.00	\$94,000.00
49	INSTALL 2" CROWN CASTLE CONDUIT	1	LS	\$88,000.00	\$88,000.00
50	INSTALL 2X3 MARTIN BRAND 20 K RATED PULL BOXES WITH "CROWN CASTLE FOC" STAMP	7	EA	\$1,600.00	\$11,200.00
51	STONE VENEER RETAINING WALLS	987	SF	\$105.00	\$103,635.00
SURFACE IMPROVEMENTS - GENERAL					
52	TRENCH RESURFACING PER SDRSD G-24A AND G-24B	1	LS	\$400,800.00	\$400,800.00
53	REROUTE PRIVATE 6" PVC STORM DRAINPIPE	1	LS	\$7,200.00	\$7,200.00
54	CONSTRUCT CONCRETE 6" CURB AND GUTTER PER SDRSD G-02, WITH ASPHALT OVERLAY TO MATCH EXISTING	130	LF	\$55.00	\$7,150.00
55	REPLACE IN KIND CONCRETE DRIVEWAYS (9 LOCATIONS)	885	SF	\$52.00	\$46,020.00

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NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
56	REPLACE IN KIND CONCRETE SIDEWALK PER SDRSD G-07	2,325	SF	\$26.00	\$60,450.00
57	REMOVE AND REPLACE PEDESTRIAN RAMP INCLUDING REMOBILIZATION AFTER POLE REMOVAL (STA 8+72)	1	LS	\$51,000.00	\$51,000.00
58	RESTRIPING: REPAIR OF PAINT STRIPING	1	LS	\$17,400.00	\$17,400.00
SURFACE IMPROVEMENTS - PENNY LANE (C-17)					
59	DEMOLITION: WOOD RETAINING WALL	1	LS	\$1,800.00	\$1,800.00
60	GRADING FOR AREA APPURTENANCES AT PENNY LANE	1	LS	\$6,700.00	\$6,700.00
61	CONSTRUCT 8" CONCRETE CURB PER SDRSD G-1, WITH ASPHALT PATCH TO MATCH EXISTING	65	LF	\$102.00	\$6,630.00
62	CONCRETE RIBBON GUTTER AT PENNY LANE	330	SF	\$75.00	\$24,750.00
63	2" AC PAVEMENT GRIND AND OVERLAY	545	SF	\$7.00	\$3,815.00
64	STORM DRAIN HEAD WALL PER SDRSD D-32, TYPE B	1	EA	\$25,000.00	\$25,000.00
65	24"x24" INFILTRATION CATCH BASIN	1	EA	\$8,700.00	\$8,700.00
LANDSCAPING					
66	IRRIGATION REPAIRS	1	LS	\$9,100.00	\$9,100.00
67	HYDROSEED MIX APPLICATION IN ALL DISTURBED LANDSCAPE AREAS	1	LS	\$2,400.00	\$2,400.00
68	BOLLARDS, PER SDRSD WM-04	15	EA	\$685.00	\$10,275.00
BASE BID SCHEDULE "A" TOTAL					\$4,706,395.00

BID SCHEDULE "A" (BASE BID)

\$4,706,395.00

Bid Items (SCHEDULE A) in Numbers _____

Bid Items (SCHEDULE A) in Words:

Four Million Seven Hundred Six Thousand Three Hundred Ninety-Five Dollars

and _____ zero _____ Cents

ATTACHMENT A

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ATTACHMENT C - WORKER'S COMPENSATION CERTIFICATE

Section 3700 of the Labor Code provides in part as follows:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I hereby certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR'S NAME: _____

ADDRESS: _____

BOND NO.: _____

SIGNATURE: _____

PRINT NAME/TITLE OF SIGNER: _____

DATE: _____

ATTACHMENT A

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TEICHERT UTILITIES
FOR STRATFORD COURT SOUTH CONVERSION (UUD 1A)**

BOND NO. _____

ATTACHMENT D - PERFORMANCE BOND

WHEREAS, the City of Del Mar, a Charter City and municipal Corporation ("City") on the ____ day of _____, 20 ____, awarded to **Teichert Utilities** ("Principal") a contract for the work described as **Stratford Court South Conversion (UUD 1A)**; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW THEREFORE, We, the Principal and _____ duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$.....) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements, in the said contract and any alteration thereof made as therein provided, on his, her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation costs and expenses incurred by City in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, _____ identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____, 20__.

SURETY

PRINCIPAL

By: _____

By: _____

(Name)

(Name)

(Title)

(Title)

By: _____

(Name)

(Title)

Signature of Attorney-in-Fact

- NOTE:
- (a) Signature of those executing for Surety must be properly acknowledged.
 - (b) The Attorney-in-fact must attach a certified copy of the Power of Attorney.

ATTACHMENT A

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TEICHERT UTILITIES
FOR STRATFORD COURT SOUTH CONVERSION (UUD 1A)**

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 _____)

On, _____ before me _____,
a notary public in and for said County and State, personally appeared _____
_____ who proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to within this 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 this 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)

ATTACHMENT A

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TEICHERT UTILITIES
FOR STRATFORD COURT SOUTH CONVERSION (UUD 1A)**

BOND NO. - _____

ATTACHMENT E - PAYMENT BOND

WHEREAS, the City of Del Mar, a Charter City and municipal Corporation (hereinafter designated as City), on ____ day of _____, 20__ awarded to

_____ (hereinafter designated as the Principal) a contract for the work described as follows:

STRATFORD COURT SOUTH CONVERSION (UUD 1A)

WHEREAS, said Principal is required by Chapter 5, Title 3, Part 6, Division 4 (including, specifically, Section 9550) of the California Civil Code to furnish a bond in connection with said contract.

NOW THEREFORE, We, the Principal and _____ duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States, said sum being not less than one hundred percent (100%) of the estimated amount payable by City under the terms of the above-referenced contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, pursuant to Section 9554 of the California Civil Code, if said principal, hers/his/its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 9100 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the California Revenue and Taxation Code, with respect to such work and labor, the surety or sureties will pay for the same in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This Bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or

ATTACHMENT A

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TEICHERT UTILITIES
FOR STRATFORD COURT SOUTH CONVERSION (UUD 1A)**

equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that his bond be construed most strongly against the surety and in favor of all persons for whose benefit such bond is given, by reason of any breach of contract between the City and Principal or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the California Civil Code, and has not been paid the full amount of his claim. Surety hereby waives notice of any such change, extension of time, addition, alteration or modification herein mentioned.

This bond is executed by Surety to and shall comply with the provisions of Chapter 5, Title 3, Part 6, Division 4 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

SURETY

PRINCIPAL

By: _____

By: _____

(Name)

(Name)

(Title)

(Title)

By: _____

(Name)

(Title)

Signature of Attorney-In-Fact

(Attach required acknowledgements)

ATTACHMENT A

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TEICHERT UTILITIES
FOR STRATFORD COURT SOUTH CONVERSION (UUD 1A)**

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 _____)

On, _____ before me _____,
a notary public in and for said County and State, personally appeared _____
_____ who proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to within this 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 this 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)



4429 Morena Boulevard
 San Diego, California 92117
 858.581.2250

6/27/2024

City of Del Mar Undergrounding Program - Task Order #02c - District 1A Stratford Ct. Construction Support Services

Task Order #02c includes additional services highlighted below from July 2024 through the completion of construction for District 1A, assuming a total of 12 months for construction ending July 2025.

Task Order #02c - District 1A Stratford Ct. Construction Support Services											
Item #	Description	US Principal	US Sr. PM	KCM Sr. PM	US Asst PM	KCM PM	KCM On-site	KCM PE	KCM PC	Fuscoe	Total Cost
1	Additional Pre-Construction Services										
a	Additional Coordination	3.0	4.0	2.0		31.0		6.0			\$8,005
b	Pre-Construction Neighborhood Meeting			0.5		5.0	4.0	2.0			\$1,973
	Subtotal Additional Pre-Construction Services	3.0	4.0	2.5	0.0	36.0	4.0	8.0	0.0	\$0	\$9,978
2	Construction Support										
a	Contract Administration: Change Order review and processing (Based on 12 mos. Construction)		24.0	12.0		48.0			12.0		\$16,200
b	Construction Administration: Requests for Information (RFI) Mgmt., site observations, weekly meetings (Based on 12 mos. Construction)*	30.0	60.0	48.0		150.0			30.0		\$54,960
*c	Construction Administration: Full time presence onsite during City Contractor construction and increased communications with homeowners.		20.0				1568.0				\$278,000
d	Project status tracking and database updates doing construction (Based on 12 mos. Construction)					48.0			16.0		\$9,920
e	Project Accounting Support: Verification of invoices, lien release review, prevailing wage (Based on 12 mos. Construction)					48.0			24.0		\$10,680
f	Budget and Schedule Monitoring (Based on 12 mos. Construction)			12.0		48.0			6.0		\$11,310
g	Staking/Engineer's Const. Admin. services & RFI responses (Based on 12 mos. Construction)									\$21,200	\$21,200
h	Closeout Services: Punchlist development and management, record drawings		4.0			40.0			8.0	\$4,500	\$12,980
	Subtotal Hours During Construction	30.0	108.0	72.0	0.0	382.0	1,568.0	0.0	96.0	\$25,700	\$415,250
	Total Pre-Construction and Construction	33.0	112.0	74.5	0.0	418.0	1,572.0	8.0	96.0	\$25,700	
	Average Hours per Week (based upon 12 month schedule)	0.7	2.3	1.6	0.0	8.7	32.8	0.2	2.0		
	Rate Per Hour	\$190	\$180	\$195	\$120	\$175	\$175	\$150	\$95		
	Total Cost During Construction	\$6,270	\$20,160	\$14,528	\$0	\$73,150	\$275,100	\$1,200	\$9,120	\$25,700	
	Subtotal Estimated Cost During Construction						\$425,228				

Exclusions

- Attendance at Meetings/Hearings not Specifically Included
- Notifications to property owners regarding consequences of refusing to underground
- Participation in enforcement actions on homeowners refusing to underground
- Management of private lateral undergrounding excluded – assumes coordination only
- Communications Subconsultant Support - to be provided by City Consultant
- Social Media Development, Operations - Assume by City
- Graphic Design will be a Reimbursable Expense
- *Includes 7 mo full-time and 5 mo part-time. Weekends excluded.

- Direct Mail will be a Reimbursable Expense
- GIS Support and GIS Exhibits
- City Resident Engineer Inspections



**GEOTECHNICAL
MATERIALS
SPECIAL INSPECTION**

DVBE ♦ SBE ♦ SDVOSB ♦ SLBE

ESTIMATE OF SERVICES

City of Del Mar
Martin Boyd
1050 Camino Del Mar
Del Mar, CA 92014

March 5, 2024

Project: Strafford Court 20B (1A)
Del Mar, CA

Dear Mr. Boyd:

This agreement is between NOVA Services, Inc. herein referenced as (NOVA), and City of Del Mar herein referenced as (Client).

The following is an estimate of the work to be performed and associated fees:

Estimate of Fees

GEOTECHNICAL OBSERVATION AND TESTING			
GEOTECHNICAL STAFF AND REPORTS	Quantity	Per Hour / Each	Total
Soils Technician, per hour	372	\$ 113.30	\$ 42,147.60
Nuclear Gauge, per day	93	\$ 40.00	\$ 3,720.00
Geotechnical Supervisor, per hour	31	\$ 125.00	\$ 3,875.00
Staff Engineer/Geologist, per hour	18	\$ 140.00	\$ 2,520.00
Senior Engineer/Geologist, per hour	32	\$ 180.00	\$ 5,760.00
Principal Geotechnical Engineer, per hour	8	\$ 225.00	\$ 1,800.00
Subtotal:			\$ 59,822.60
LABORATORY TESTING	Quantity	Per Hour/Each	Total
Compaction Curve, Modified, 6", each	10	\$ 240.00	\$ 2,400.00
Percent Asphalt with Gradation	4	\$ 180.00	\$ 720.00
Sieve Analysis	4	\$ 135.00	\$ 540.00
Hveem Stability and Unit Weight, each	4	\$ 350.00	\$ 1,400.00
R-Value, each	4	\$ 300.00	\$ 1,200.00
Subtotal:			\$ 6,260.00
ESTIMATED GEOTECHNICAL OBSERVATION AND TESTING SUBTOTAL: \$ 66,082.60			
PROJECT SUPPORT SERVICES			
Word Processing/Administration, per hour	12	\$ 65.00	\$ 780.00
Principal Engineer/Geologist, per hour (Report Review/Consultation/Meetings)	12	\$ 200.00	\$ 2,400.00
Monthly MetaField Reporting, per month	6	\$ 375.00	\$ 2,250.00
ESTIMATED PROJECT SUPPORT SERVICES SUBTOTAL:			\$ 5,430.00
ESTIMATED PROJECT TOTAL: \$ 71,512.60			



EXHIBIT A TO ATTACHMENT C

Estimate of Services
Strafford Court 20B (1A)
Del Mar, CA

March 5, 2024

This is a time and materials estimate. The total quantities of our services will be directly dependent on the contractor's schedule. Our services will be billed in accordance with Professional Services Agreements for As-Needed Geotechnical Services, dated November 19, 2022, between the City of Del Mar and NOVA Services, Inc.

NOVA appreciates the opportunity to be of continued service. Should you have any questions regarding this authorization or other matters, please do not hesitate to contact the undersigned at 619.922.6889.

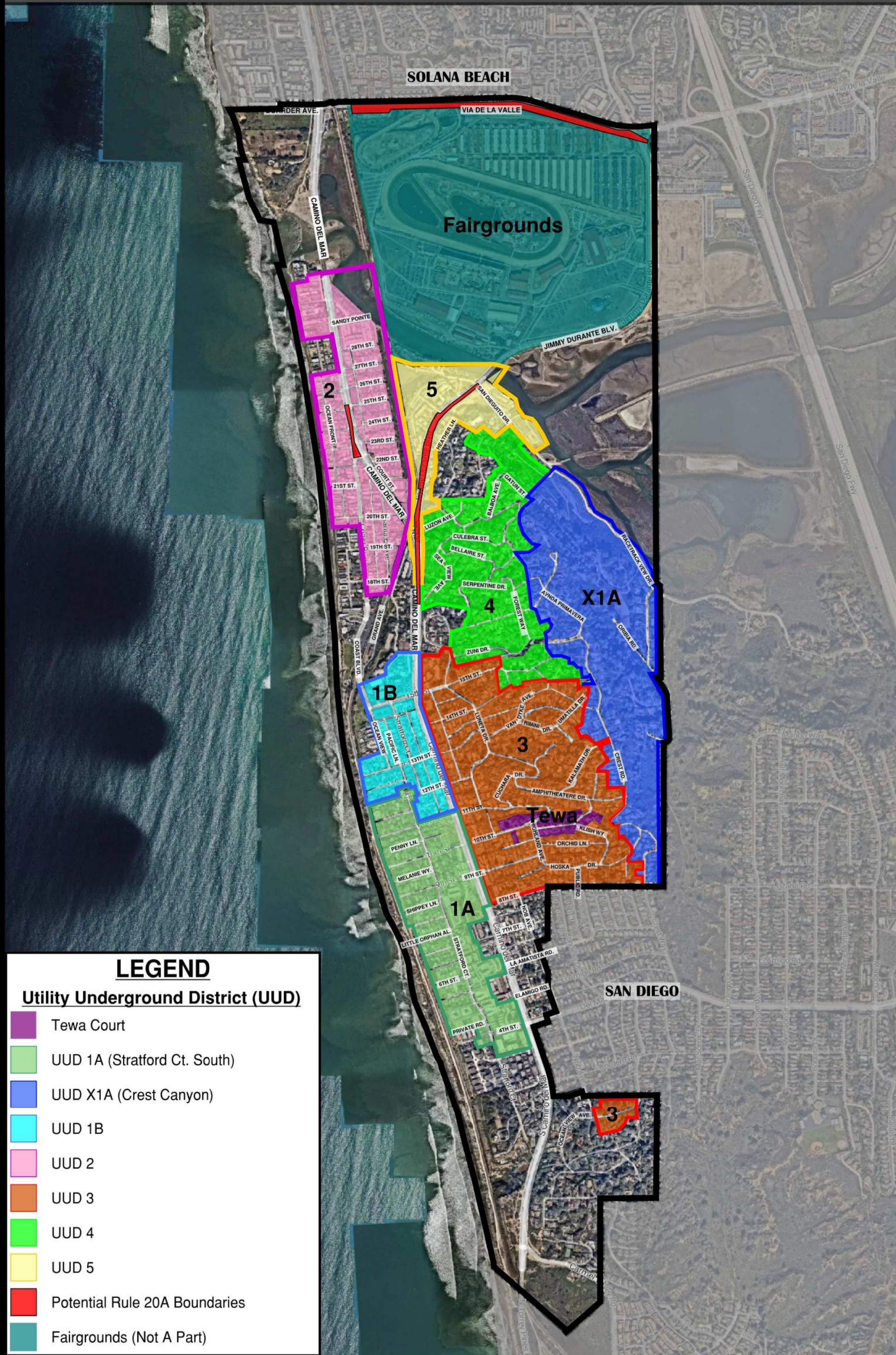
Respectfully submitted,
NOVA Services, Inc.

A handwritten signature in blue ink, appearing to read "Andrew Neuhaus", is written over a horizontal line.

Andrew Neuhaus
Senior Engineering Geologist

Citywide Utility Undergrounding Map

ATTACHMENT D



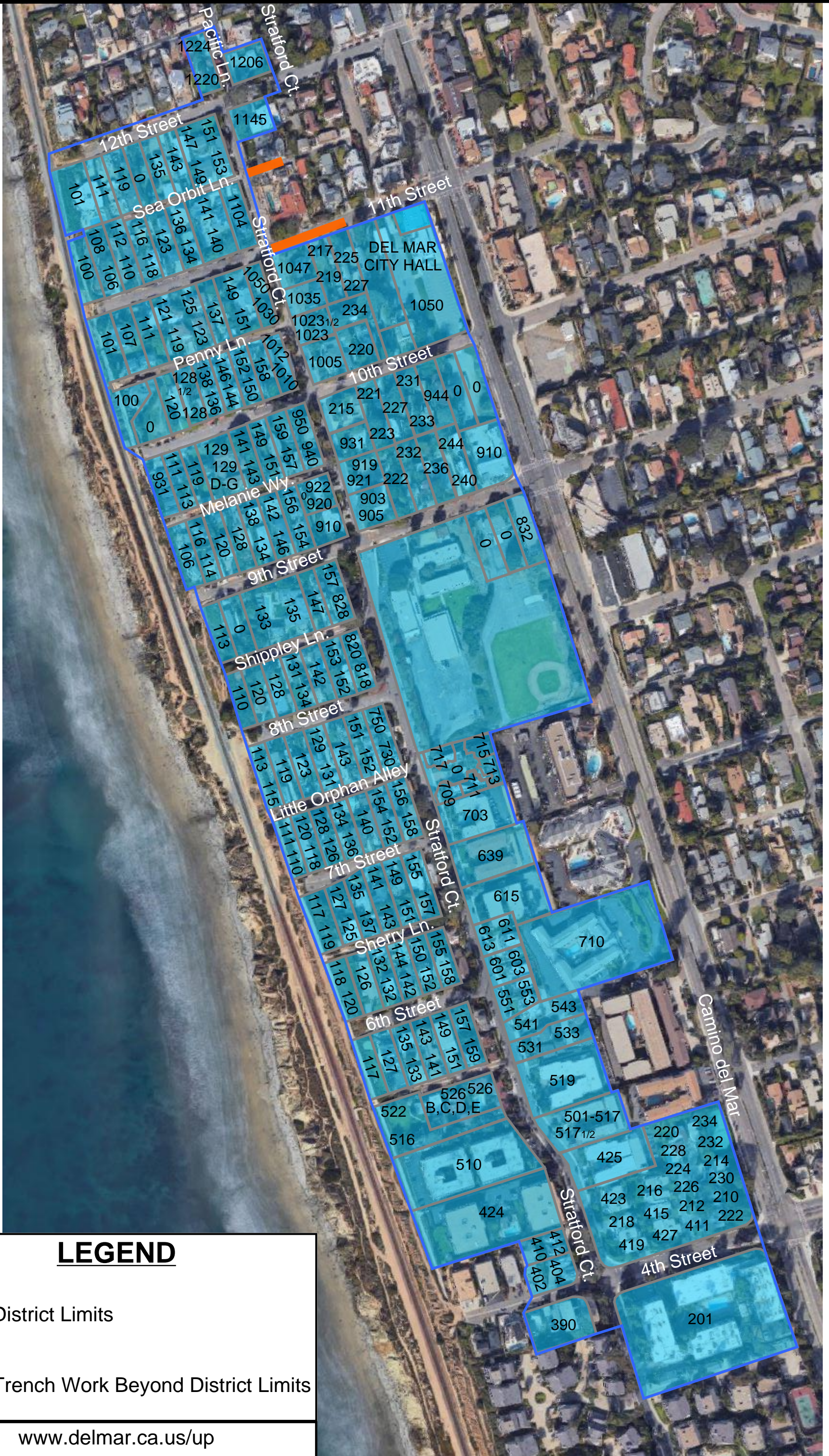
LEGEND

Utility Underground District (UUD)

- Tewa Court
- UUD 1A (Stratford Ct. South)
- UUD X1A (Crest Canyon)
- UUD 1B
- UUD 2
- UUD 3
- UUD 4
- UUD 5
- Potential Rule 20A Boundaries
- Fairgrounds (Not A Part)

NOTE: UUD numbers shown on this exhibit indicate priority ranking, by the City Council.

Utility Undergrounding District 1A (UUD 1A) - Stratford Court South



LEGEND



District Limits



Trench Work Beyond District Limits

www.delmar.ca.us/up

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE STRATFORD COURT SOUTH CONVERSION (UUD 1A)**

PROPOSAL SUBMITTED BY:

Name of Bidder Teichert Energy & Utilities Group, Inc. dba Teichert Utilities
Business Address 3780 Kilroy Airport Way, Suite 700
Long Beach, CA 90806

The undersigned Bidder proposes and agrees, if this Bid is accepted by the OWNER, to enter into a contract with the OWNER in the form of agreement included in the Contract Documents to complete all WORK as specified or indicated under the Contract including Addenda Nos. 1, 2, 3, and 4; and in accordance with all other Contract Documents.

The undersigned Bidder accepts all of the terms and conditions of the Notice Inviting Bids and Instructions to Bidders, including without limitation those dealing with the disposition of the Bid Security. Bidder will enter into a contract within 10 calendar days after receipt of the agreement forms from the OWNER, and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.

The undersigned Bidder agrees that if this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give both, in sums as stated in the Notice Inviting Bids, a faithful Performance Bond and a Payment Bond as required by California State law and by the specifications with surety satisfactory to the OWNER within ten (10) days after the undersigned has received notice of the award of the Contract from the OWNER and that the Contract is ready for signature, the OWNER may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the OWNER.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the CONTRACTOR listed herein is licensed to perform WORK in the State of California according to the CONTRACTOR's License Law and that the license number and expiration date specified herein are true and in accordance with Business and Profession Code Amendment 7028.15 (e). Any bid not containing this information, or bid containing information, which is subsequently proven false, shall be considered non responsive and shall be rejected.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned Bidder has examined the site and 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 Bidder deems necessary.

The bidder's execution of the signature portion of this proposal shall also constitute an endorsement and execution of those certificates and attachments which are a part of this proposal.

In addition, the undersigned bidder has examined the annexed proposed form of contract, and the Drawings, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the OWNER, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the WORK and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefore the unit and/or lump sum prices named in the following bid schedule(s).

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE STRATFORD COURT SOUTH CONVERSION (UUD 1A)**

I/We agree to construct the City of Del Mar Stratford Court South Conversion (UUD 1A) Project, for the price listed on this proposal sheet.

BID SCHEDULE

NOTE: Bidder shall provide breakdown of lump sum bid as detailed in the below schedule for adequate bid verification. Bidder shall be responsible for verification of all quantities and scopes of work for the below items prior to submitting bid. Bidder to enter lump sum amounts for each bid item. Payment will be made on lump sum basis at percentages complete for each item. After contracting, no additional payments will be made for "field measured" quantities. Future Contract changes will only be made in the event of a plan revision.

BID SCHEDULE "A" (BASE BID)

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
GENERAL					
1	MOBILIZATION/DEMobilIZATION	1	LS	\$85,000.00	\$85,000.00
2	TRAFFIC CONTROL PLANS, INSTALL AND MAINTAIN TRAFFIC CONTROL	1	LS	\$107,000.00	\$107,000.00
3	CONSTRUCTION STAGING	1	LS	\$95,000.00	\$95,000.00
4	STORM WATER POLLUTION PREVENTION AND EROSION CONTROL BMP'S	1	LS	\$32,000.00	\$32,000.00
5	POTHOLING	1	LS	\$156,000.00	\$156,000.00
6	CONSTRUCTION SURVEY AND SURVEY MONUMENT PRESERVATION	1	LS	\$28,000.00	\$28,000.00
7	TREE PROTECTION FENCING AND SIGNAGE	1	LS	\$15,700.00	\$15,700.00
8	AS-BUILT DRAWINGS	1	LS	\$5,700.00	\$5,700.00
9	CLEARING AND GRUBBING AND DEMOLITION	1	LS	\$10,800.00	\$10,800.00
10	REMOVE, SALVAGE, AND REINSTALL PARKING SIGN	1	LS	\$7,700.00	\$7,700.00
DRY UTILITY					
11	EXCAVATE TO LOCATE AND INTERCEPT EXISTING CONDUITS	1	LS	\$288,000.00	\$288,000.00
12	JOINT TRENCH EXCAVATION	1	LS	\$1,232,000.00	\$1,232,000.00
13	INSTALL DB 2" CONDUITS	1	LS	\$87,000.00	\$87,000.00

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE STRATFORD COURT SOUTH CONVERSION (UUD 1A)**

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
14	INSTALL DB 3" CONDUITS	1	LS	\$154,000.00	\$154,000.00
15	INSTALL DB 4" CONDUITS	1	LS	\$129,000.00	\$129,000.00
16	INSTALL DB 5" CONDUITS	1	LS	\$74,000.00	\$74,000.00
17	INSTALL 3309 HANDHOLES	2	EA	\$4,300.00	\$8,600.00
18	INSTALL 3312 HANDHOLES	1	EA	\$5,600.00	\$5,600.00
19	INSTALL 3313 HANDHOLES	16	EA	\$4,000.00	\$64,000.00
20	INSTALL 3314 HANDHOLES	1	EA	\$8,700.00	\$8,700.00
21	INSTALL 3315 HANDHOLES	7	EA	\$15,000.00	\$105,000.00
22	INSTALL 3316 HANDHOLES	1	EA	\$16,000.00	\$16,000.00
23	CONSTRUCT 3421 TRANSFORMER PADS	19	EA	\$1,370.00	\$26,030.00
24	CONSTRUCT 3416 TERMINATOR PADS	1	EA	\$4,400.00	\$4,400.00
25	CONSTRUCT 3 PHASE FUSE CABINET PADS	2	EA	\$2,200.00	\$4,400.00
26	INSTALL 2" AT&T CONDUIT	1	LS	\$94,000.00	\$94,000.00
27	INSTALL 4" AT&T TYPE C RIGID CONDUIT	1	LS	\$150,000.00	\$150,000.00
28	INSTALL 2'X3' AT&T HANDHOLES	17	EA	\$1,800.00	\$30,600.00
29	INSTALL 2'X3'X3' AT&T HANDHOLE TRAFFIC RATED	19	EA	\$2,300.00	\$43,700.00
30	INSTALL 30" x 48" AT&T HANDHOLE	2	EA	\$4,000.00	\$8,000.00
31	INSTALL 30" x 48" AT&T HANDHOLE TRAFFIC RATED WITH 2-ROD TGB	5	EA	\$3,200.00	\$16,000.00
32	INSTALL 30" x 48" AT&T HANDHOLE TRAFFIC RATED WITH 3-ROD TGB	3	EA	\$4,600.00	\$13,800.00
33	INSTALL 3' x 5' x 4' AT&T HANDHOLE	1	EA	\$6,300.00	\$6,300.00
34	3' x 5' AT&T HANDHOLE WITH 2-ROD TGB	1	EA	\$6,200.00	\$6,200.00
35	EXCAVATE 4' x 4' x 4' PIT TO LOCATE AND INTERCEPT EXISTING CONDUITS	1	LS	\$197,000.00	\$197,000.00

ATTACHMENT F

Teichert Energy & Utilities Group, Inc.
dba Teichert Utilities

PROPOSAL TO THE CITY OF DEL MAR FOR CONSTRUCTION OF THE STRATFORD COURT SOUTH CONVERSION (UUD 1A)

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
36	INSTALL TELECOM LATERAL TRENCH AT WINSTON SCHOOL	1	LS	\$7,400.00	\$7,400.00
37	CHARTER ONLY TRENCH EXCAVATION AT WEST END OF MELANIE WAY	1	LS	\$7,300.00	\$7,300.00
38	INSTALL 1" CHARTER CONDUIT	1	LS	\$70,000.00	\$70,000.00
39	INSTALL 2" CHARTER CONDUIT	1	LS	\$169,000.00	\$169,000.00
40	INSTALL 3" CHARTER CONDUIT	1	LS	\$94,000.00	\$94,000.00
41	INSTALL CHARTER 9" X 20" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	4	EA	\$495.00	\$1,980.00
42	INSTALL CHARTER 12" X 12" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	16	EA	\$500.00	\$8,000.00
43	INSTALL CHARTER 14" X 20" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	14	EA	\$565.00	\$7,910.00
44	INSTALL CHARTER 2' X 3' VAULTS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	3	EA	\$3,200.00	\$9,600.00
45	INSTALL CHARTER 2' X 3' TRAFFIC RATED VAULTS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	11	EA	\$1,900.00	\$20,900.00
46	INSTALL 17"X30" CHARTER VAULTS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	11	EA	\$790.00	\$8,690.00
47	INSTALL 10" CIRCULAR CHARTER PULLBOXES (EXCLUDES MATERIAL FURNISHED BY OTHERS)	1	EA	\$360.00	\$360.00
48	INSTALL 1-1/4" CROWN CASTLE CONDUIT	1	LS	\$94,000.00	\$94,000.00
49	INSTALL 2" CROWN CASTLE CONDUIT	1	LS	\$88,000.00	\$88,000.00
50	INSTALL 2X3 MARTIN BRAND 20 K RATED PULL BOXES WITH "CROWN CASTLE FOC" STAMP	7	EA	\$1,600.00	\$11,200.00
51	STONE VENEER RETAINING WALLS	987	SF	\$105.00	\$103,635.00
SURFACE IMPROVEMENTS - GENERAL					
52	TRENCH RESURFACING PER SDRSD G-24A AND G-24B	1	LS	\$400,800.00	\$400,800.00
53	REROUTE PRIVATE 6" PVC STORM DRAINPIPE	1	LS	\$7,200.00	\$7,200.00
54	CONSTRUCT CONCRETE 6" CURB AND GUTTER PER SDRSD G-02, WITH ASHALT OVERLAY TO MATCH EXISTING	130	LF	\$55.00	\$7,150.00
55	REPLACE IN KIND CONCRETE DRIVEWAYS (9 LOCATIONS)	885	SF	\$52.00	\$46,020.00

ATTACHMENT F

Teichert Energy & Utilities Group, Inc.
dba Teichert Utilities

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE STRATFORD COURT SOUTH CONVERSION (UUD 1A)**

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
56	REPLACE IN KIND CONCRETE SIDEWALK PER SDRSD G-07	2,325	SF	\$26.00	\$60,450.00
57	REMOVE AND REPLACE PEDESTRIAN RAMP INCLUDING REMOBILIZATION AFTER POLE REMOVAL (STA 8+72)	1	LS	\$51,000.00	\$51,000.00
58	RESTRIPING: REPAIR OF PAINT STRIPING	1	LS	\$17,400.00	\$17,400.00
SURFACE IMPROVEMENTS – PENNY LANE (C-17)					
59	DEMOLITION: WOOD RETAINING WALL	1	LS	\$1,800.00	\$1,800.00
60	GRADING FOR AREA APPURTENANCES AT PENNY LANE	1	LS	\$6,700.00	\$6,700.00
61	CONSTRUCT 8" CONCRETE CURB PER SDRSD G-1, WITH ASPHALT PATCH TO MATCH EXISTING	65	LF	\$102.00	\$6,630.00
62	CONCRETE RIBBON GUTTER AT PENNY LANE	330	SF	\$75.00	\$24,750.00
63	2" AC PAVEMENT GRIND AND OVERLAY	545	SF	\$7.00	\$3,815.00
64	STORM DRAIN HEAD WALL PER SDRSD D-32, TYPE B	1	EA	\$25,000.00	\$25,000.00
65	24"x24" INFILTRATION CATCH BASIN	1	EA	\$8,700.00	\$8,700.00
LANDSCAPING					
66	IRRIGATION REPAIRS	1	LS	\$9,100.00	\$9,100.00
67	HYDROSEED MIX APPLICATION IN ALL DISTURBED LANDSCAPE AREAS	1	LS	\$2,400.00	\$2,400.00
68	BOLLARDS, PER SDRSD WM-04	15	EA	\$685.00	\$10,275.00
BASE BID SCHEDULE "A" TOTAL					\$4,717,395.00

BID SCHEDULE "A" (BASE BID)

\$4,717,395.00

Bid Items (SCHEDULE A) in Numbers = _____

Four Million Seven hundred seventeen thousand three hundred ninety five

Bid Items (SCHEDULE A) in Words: _____ Dollars

and _____ zero _____ Cents

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE STRATFORD COURT SOUTH CONVERSION (UUD 1A)**

BID SCHEDULE NOTES:

Determination of the lowest bid shall be based solely on the lowest **TOTAL BASE BID FOR IMPROVEMENTS** as listed in Bid Schedule "A" (Base Bid). Late bids will not be accepted. Bids are to be submitted for every item on Bid Schedule. The amount of the bid for comparison purposes will be the total Base Project Bid Price. The bidder shall set forth for each item of WORK a lump sum price for the item, in clearly legible figures in the respective spaces provided for this purpose.

The City of Del Mar reserves the right to vary the plan quantities in accordance with the percentages listed in each section of the Special Provisions – Technical Provisions, Part 4 – Measurement and Payment. If no percentage is given, the quantities shall not vary more than plus or minus 25 percent in accordance with the Standard Specifications.

The CONTRACTOR is required to maintain, and guarantee bid prices for a period of 60 days after bid opening.

In case of discrepancy between the item lump sum prices and the total base bid set forth, the total base bid price shall prevail, provided, however, if the amount set forth as a total base bid price is ambiguous, unintelligible or uncertain for any cause, or is omitted, then the total of the amounts set forth in the "Lump Sum" column shall prevail.

The Contract prices paid for the WORK shall include full compensation for all taxes which the CONTRACTOR is required to pay, whether imposed by federal, state, or local government, including, without being limited to, federal excise tax.

The Bidder shall provide the information requested on the following pages for each subcontractor who will perform WORK under this contract in excess of one-half of one percent of the total bid price. After the opening of proposals, no changes or substitutions will be allowed except as otherwise provided by law. The bidder's attention is directed to the provisions of the General Provisions that require that not less than 50 percent of the WORK shall be performed with the bidders own forces. Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection.

The Bidder understands that failure to specify a subcontractor for any portion of the WORK to be performed under the contract in excess of one-half of one percent of the bid, shall be deemed that the Bidder has agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the WORK except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Fair Practices Act (Section 4100 et seq. of the California Government Code).

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE STRATFORD COURT SOUTH CONVERSION (UUD 1A)**

GENERAL INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish the requested information for Items 1 through 4. Failure to comply with this requirement will render the Proposal non-responsive and may cause its rejection. Additional sheets shall be attached as required. Information for Items 5 through 6 shall be furnished by the low bidder within three days of request by the OWNER.

(1) Contractor's name and address: Teichert Energy & Utilities Group, Inc. dba Teichert Utilities
3780 Kilroy Airport Way, Suite 700, Long Beach, CA 90806

(2) Contractor's telephone number: (213) 264-0102

(3) Contractor's license: Primary classification: A, B, C31, HAZ

State License No.: 1051426 Expiration date: 03/31/2025

Supplemental classifications held, if any: N/A

(4) Name of person who inspected site(s) of proposed WORK for your firm:

Name: Chris Mize Date of Inspection: 4/2/24

(5) Upon request, submit the experience resume for the person who will be designated chief construction superintendent.

(6) Upon request, submit a general description of the plan to accomplish the WORK and a proposed schedule.

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE STRATFORD COURT SOUTH CONVERSION (UUD 1A)**

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed or otherwise prevented from bidding on, or completing a federal state or local government project because of a violation of law or a safety regulation?

YES NO

If the answer is yes, explain the circumstances on a separate sheet of paper and attach to proposal.
N/A

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the CONTRACTOR, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the CONTRACTOR within the immediately preceding two-year period because of the CONTRACTOR's failure to comply with an order of a federal court which orders the CONTRACTOR to comply with an order of the National Labor Relations Board.

**CONTRACTOR'S CERTIFICATION OF AWARENESS
OF IMMIGRATION REFORM AND CONTROL ACT OF 1986**

CONTRACTOR certifies that CONTRACTOR is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC Sections 1101 - 1525) and will comply with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this Contract.

AFFIDAVIT OF NONCOLLUSION

As required by California Public Contracts Code section 7106, the CONTRACTOR has submitted as Attachment E the affidavit of noncollusion, which is attached hereto and incorporated herein as though fully set forth at length.


NOTE: The above Questionnaire, Statement, and Non-Collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Questionnaire, Statement and Non Collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE STRATFORD COURT SOUTH CONVERSION (UUD 1A)**

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

State of California)
County of Los Angeles) ss.
)

Steven Reiser (name), being first duly sworn, deposes and says that he or she is Area Manager (title) of Teichert Energy & Utilities Group, Inc. dba Teichert Utilities (name of bidder), 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.

x  _____
SIGNATURE

x 5/9/24 _____
DATE

ATTACHMENT F

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 9, 2024 before me, Stacy E. Caseres, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Steven J. Reiser
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
[] Corporate Officer - Title(s): _____
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other: _____
Signer is Representing: _____

Signer's Name: _____
[] Corporate Officer - Title(s): _____
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other: _____
Signer is Representing: _____

ATTACHMENT F

Teichert Energy & Utilities Group, Inc.
dba Teichert Utilities

PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE STRATFORD COURT SOUTH CONVERSION (UUD 1A)

GUARANTY/BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

Teichert Energy & Utilities Group, Inc. dba Teichert Utilities

as Principal and Liberty Mutual Insurance Company

as Surety, are held and firmly bound unto the CITY OF DEL MAR, as OWNER in the penal sum of (10% of bid) _____

Ten Percent of Total Bid Amount Submitted _____ Dollars, (\$10% of Bid) for each payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 9th day of May, 2024.

The condition of the above obligation is such that whereas the Principal has submitted to THE CITY OF DEL MAR, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

STRATFORD COURT SOUTH CONVERSION (UUD 1A)

NOW THEREFORE,

- (a) If such Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein states.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid, and said Surety does hereby waive notice of any such extension. The Surety agrees that if the City commences litigation to collect amounts due under this bond, the Surety shall pay, in addition to the amount of the Bond, all reasonable attorney fees and costs incurred by the City.

ATTACHMENT F

Teichert Energy & Utilities Group, Inc.
dba Teichert Utilities

PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE STRATFORD COURT SOUTH CONVERSION (UUD 1A)

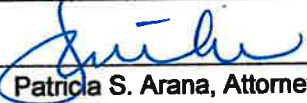
GUARANTY/BID BOND

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be herein affixed and these presents to be signed by their officers, the day and year first set forth.

Teichert Energy & Utilities Group, Inc. dba Teichert Utilities

Liberty Mutual Insurance Company

BY



Patricia S. Arana, Attorney-In-Fact

SEAL

ATTORNEY-IN-FACT
ACKNOWLEDGMENT OF SURETY

STATE OF: _____

See attached California all purpose acknowledgment

COUNTY OF: _____

On this _____ day of _____, 20__

before me _____ a Notary Public in and

for said County and State personally appeared _____

_____ known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the _____ Corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as Attorney-In-Fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.

NOTE: The Attorney-In-Fact must attach a certified copy of the Power of Attorney.

Notary Public in and for the County of

State of California

ATTACHMENT E

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: 8204962-977459

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, C. K. Nakamura, E. S. Albrecht Jr., Jessica L. Rosser, Lisa L. Thornton, Maria Pena, Natalie K. Trofimoff, Noemi Quiroz, Patricia S. Arana, Tim M. Tomko

all of the city of Los Angeles 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 4th day of March, 2021.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of March, 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, 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 9th day of May, 2024.



By: 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.

ATTACHMENT F

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

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)
) ss
County of Los Angeles)

On May 9, 2024, before me, C.L. Hernandez, Notary Public, personally appeared Patricia S. Arana, 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.



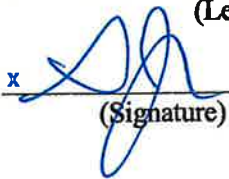
(Seal)

Signature: [Handwritten Signature]
C.L. Hernandez, Notary Public

BIDDER'S SIGNATURE CERTIFICATE

I hereby certify, under penalty of perjury, that the foregoing Proposal is true, correct, and legally submitted.

BIDDER: Teichert Energy & Utilities Group, Inc. dba Teichert Utilities
(Legal Name of Bidder)

by: x  Area Manager, Southern California
(Signature) (Title)

Dated MAY 9, 2024, at LONG BEACH, CA

Business Address: 3780 Kilroy Airport Way, Suite 700

Long Beach, CA 90806

Telephone: (213) 264-0102

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

ATTACHMENT F

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 9, 2024 before me, Stacy E. Caseres, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Steven J. Reiser
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x), or the entity upon behalf of which the person(x) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer - Title(s): _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer - Title(s): _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

ATTACHMENT F

TEICHERT ENERGY & UTILITIES GROUP, INC.
3780 Kilroy Airport Way, Suite 700, Long Beach, CA 90806

I, LAURA DEGANO, Secretary of TEICHERT ENERGY & UTILITIES GROUP, INC., a California Corporation, certify that the following is a true and correct copy of a resolution unanimously passed and adopted by the Board of Directors of this corporation at a meeting held on April 1, 2023:

RESOLVED, That

- | | | |
|-----|-----------------|--|
| | ERIC STREICH | President |
| and | LAURA L. DEGANO | Vice President,
Chief Financial Officer & Secretary |
| and | CURT BROWN | Vice President, Regional Manager Southern California |
| and | DAN STOLOSKI | Vice President, Regional Manager Northern California |

acting in combination, are authorized on behalf of this corporation and in its name or in any of the fictitious names under which this corporation does business, to sign, seal, acknowledge, verify and deliver deeds, deeds of trust, mortgages, pledges, transfers, promissory notes, and any other documents and instruments relating to the business and properties, real and personal, of this corporation;

RESOLVED FURTHER, That the following employees of this corporation:

- | | |
|---------------|--|
| Steven Reiser | Area Manager, Southern California |
| Ken Schardt | General Manager, Battery Energy Storage Systems (BESS) |


are designated as attorneys in fact of this corporation with full authority to execute proposals, bids, bonds, contracts, and agreements for construction work.

RESOLVED FURTHER, That the following individual may sign for the corporation:

- | | |
|------------------|---|
| Sean Collins | Credit & Contracts Manager, Teichert Services Group, Inc. |
| Andreas Karlsson | General Manager, Teichert Solar |

are designated as attorneys in fact of this corporation with full authority to execute credit agreements, credit settlement agreements, lien rights, bids, bonds, contracts, and other agreements relating to the credit and contracts for this corporation with values not to exceed \$10,000,000.00.

DATED: April 1, 2023



Laura L. Degano
Secretary



March 21, 2024

Martin Boyd
City of Del Mar
1050 Camino Del Mar
Del Mar, CA 92014

RE: City of Del Mar | Rule 20B | District 1A - Stratford Court South | Cost Estimate

Thank you for your continued partnership with San Diego Gas & Electric (SDG&E) to underground our overhead electric power lines to help improve community aesthetics and meet our commitment to provide clean, safe and reliable energy to our customers. This responds to your request for an initial cost estimate for the City of Del Mar's Rule 20 project, Stratford Court South 20B.

Del Mar City Council has established Utility Underground District (UUD) No.1A: West of Camino Del Mar to the coast and from 4th Street to 12th Street. The City has opted to utilize municipal trenching to complete this district and will be responsible for all civil work and all community outreach activities.

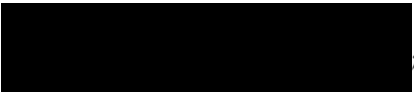
Stratford Court South (UUD 1A) is a Rule 20B project and will utilize an Actual Cost Billing Contract, whereby in advance of construction SDG&E will collect from the City an amount equal to the estimated cost of the conversion work computed in accordance with its Filed Rule on "Replacement of Overhead with Underground Facilities", including engineering fees. The conversion work will be tracked and billed on an actual cost basis, meaning that all costs will be reconciled at completion of the work and SDG&E will bill or refund to the City any differences larger than \$100.00.

Please note, SDG&E is providing the following cost estimates for reference purposes only and makes no representations, warranties or promises regarding the accuracy, timeliness, quality or completeness of the estimates. Estimates are based on known, current information and existing circumstances. SDG&E will not be liable for any damages, causes of action or losses arising or claimed to arise out of the use of these estimates.

District 1A | Stratford Court South

SDG&E Electrical Contractor – Cable & Connections	\$	2,807,102
SDG&E Electrical Contractor – Cable Poles	\$	601,879
SDG&E Electrical Contractor – Service Cutovers	\$	176,775
BILLABLE TOTAL	\$	3,585,756
SDG&E Contractor - Overhead Removals (SDG&E Responsibility)	\$	1,298,812
NONBILLABLE TOTAL	\$	1,298,812

Sincerely,



Allison McEachen
 Design & Project Management
 Franchise Planning | Proj Planning Supervisor
 M 619.372.7734



cc:

Kelli Fitzgerald – SDG&E | Design & Proj Mgmt | Franchise Planning Manager
 Joe Gabaldon – SDG&E | Regional Public Affairs | Senior Public Affairs Manger
 Ilario Romano, PMP – SDG&E | Design & Proj Mgmt | Franchise Project Manager

UUD 1A Estimated Total Project Costs (02-7000-7202)

Does not include costs for internal staff time or necessary City personnel for project management

Work Categories	Budget as of 7-12-21	Budget as of 10-16-23	Budget as of 12-4-23	Budget as of 7-8-24
Pre-Construction Phase - Professional Services				
Utility Specialists - Pre-Construction Services (Includes US, KCM, Fuscoe)	\$543,900	\$576,700	\$647,878	\$657,856
1. City and Agency Coordination	\$27,100	\$43,370	\$43,370	\$45,515
2. District 1A Design	\$423,010	\$439,540	\$505,352	\$505,712
3. Resident Interface and Project Status Tracking	\$56,160	\$56,160	\$68,926	\$76,399
4. Public Bidding Support	\$37,630	\$37,630	\$30,230	\$30,230
City Arborist Review	\$5,000	\$5,000	\$3,525	\$3,525
Additional Pre-Construction Services	\$7,000	\$7,000	\$5,000	\$4,000
Subtotal for Pre-Construction Professional Services	\$555,900	\$588,700	\$656,403	\$665,381
Utility Companies - Estimates for City Paid Design and Construction Costs				
SDG&E <i>Estimated by Staff based on UUD Tewa. 7-12-21 estimated by Staff per LF of overhead. 7-6-23 & 12-4-23 estimated by Staff per LF of trench. 7-8-24 estimate provided by SDG&E.</i>	\$904,842	\$959,175	\$1,004,850	\$3,585,756
AT&T <i>7-6-21 estimated based on UUD Tewa. 7-6-23 & 12-4-23 updated based on UUD 1A specific including 15% contingency. 7-8-24 updated to 10% contingency.</i>	\$678,632	\$180,000	\$163,944	\$156,816
Spectrum/Charter	\$284,297	\$0	\$0	\$0
Crown Castle	\$0	\$0	\$0	\$0
Subtotal for Utility Company Costs	\$1,867,771	\$1,139,175	\$1,168,794	\$3,742,572
Construction Phase				
City's General Contractor (Actual amount will be determined via City bid process). 7-12-21 estimate based on \$120/LF of overhead. 7-6-23 estimate based on UUD Tewa \$344.40/LF of trench. 12-4-23 estimate based on engineer's estimate. 7-8-24 based on actual bid minus additional city construction.	\$918,000	\$3,146,108	\$3,049,746	\$4,628,550
Utility Specialists Construction Management and Support (12-month construction) 7-12-21 for as needed for duration of construction. 7-6-23 to 7-8-24 for full-time for City construction and as-needed for remainder.	\$169,820	\$423,740	\$423,740	\$415,250
Storm Water Compliance Services <i>7-12-21 included as part of above line item. 10-16-23 to 7-8-24 removed as to be done by contractor.</i>		\$22,080	\$22,080	\$0
NOVA Geotechnical Services <i>7-8-24 task order from NOVA</i>	\$42,455	\$33,964	\$84,748	\$71,513
Subtotal for Construction Phase	\$1,130,275	\$3,625,892	\$3,580,314	\$5,115,313
Contingency for Construction Phase <i>10% of Construction Phase Costs</i>	\$0	\$0	\$0	\$511,531
Total Project Estimate for UUD 1A	\$3,553,946	\$5,353,767	\$5,405,511	\$10,034,797
Additional City Construction (General Fund)				
City's General Contractor for Penny Lane Improvements				\$70,695
City's General Contractor for 931 Stratford Court Curb				\$7,150
Contingency for Construction Phase <i>10% of Construction Phase Costs</i>				\$7,785
Total Project Estimate for Additional City Construction				\$85,630
COMBINED CONTINGENCY				\$519,316
COMBINED ESTIMATED TOTAL				\$10,120,427

**Item 14: Award of Construction Contract to Teichert
Utilities for Utility Undergrounding District 1A –
Stratford Court South Project & General Program
Update**

City Council
July 8, 2024





Overview

1. UUD 1A (Stratford Court South) Award of Construction Contract
2. Agreements with Utility Companies
3. UUD 1A Project Budget Update
4. General Undergrounding Program Update & Next Steps
5. Fiscal Impact

UUD 1A Award of Construction Contract

Location: Stratford Court from 4th to 12th Street and Alleys West of Camino Del Mar

- 56 Poles
- 7,650 LF of Overhead
- 11,165 LF Trenching
- 64 Laterals
- 227 properties
- 464 residences



Public Bidding Process

- Competitive public bidding process from March 20 to May 13, 2024.
- Posted to the City's website, contractor's notification web platform Bidnet.com, and published in the newspaper.
- The City's undergrounding construction activities are primarily for trenching and installation of conduit and substructures.
- Public Contract Code Section 20162 requires that the City award the contract to the lowest responsive and responsible bidder based on their base bid.
- Teichert Utilities was notified of a reduction to their base bid from \$4,717,395 to \$4,706,395

City Construction Bid Results

Bidder	Base Bid Amount	Alternate Bid Amount
Bali Construction	\$8,796,845	\$578,810
Blue Pacific Engineering Construction	\$5,893,155	\$817,535
Southern Contracting Company	\$5,829,897	\$374,837
Armstrong Cal Builders	\$5,130,994	\$870,676
Teichert Utilities	\$4,706,395	\$1,017,426
<i>For Reference: Engineer's Estimate</i>	<i>\$3,042,741</i>	<i>\$410,277</i>

- Staff evaluated Teichert Utilities' Bid and determined them to be the lowest responsive and responsible bidder.
- Staff does not recommend awarding the alternate bid to complete the Stratford Court paving as part of UUD 1A. To get the best cost, staff recommends bidding/constructing the Stratford Court paving portion of the project separately to be completed by an asphalt paving contractor after the undergrounding work is complete.

City Construction Expenditures

	AMOUNT
Construction (Teichert Utilities)	\$4,706,395
Construction Management (Utility Specialists)	\$425,228
Geotechnical Services (NOVA)	\$71,513
Project Contingency (10%)	\$519,316
Total City Construction Costs	\$5,722,452

- The construction contract is primarily for UUD 1A but also includes additional minor planned improvements for Penny Lane and 931 Stratford Court, which are not being funded with Measure Q funds

Agreements with Utility Companies

San Diego Gas & Electric (SDG&E)

- CPUC Rule 20B (Overhead equivalent credit and non-billable for overhead removals)
- The City's contract with SDG&E is for actual cost billing for installation of cable & connections, pole removals, service cutovers, and engineering fees.
- The City is responsible for trenching and installation of conduit and substructures.
- SDG&E provided the City with an estimate of \$3.59 million in March 2024 for costs associated with their work.
- SDG&E is proceeding with their bidding process to obtain fixed bids and will provide the City with an initial invoice prior to SDG&E's construction.
- A final reconciliation invoice is provided based on the actual costs after construction.
- Staff will return to City Council once SDG&E provides an initial estimate invoice and agreement for UUD 1A. This is expected to occur by the end of year.

Telecom Companies

- AT&T:
 - CPUC Rule 32.A.2.
 - The City is responsible for providing the conduit and substructures.
 - AT&T is paid for the cost of designing and inspecting these.
 - To date, the City has paid AT&T \$142,560 for these services as part of UUD 1A.
- Charter Communication/Spectrum & Crown Castle
 - No specific tariff rule like SDG&E and AT&T
 - Staff does not anticipate paying beyond trenching and installation of conduit and substructures.

UUD 1A Project Budget Update

UUD 1A Project Costs

Work	7-12-21	10-16-23	12-4-23	7-8-24
Pre-Construction	\$555,900	\$588,700	\$656,403	\$665,381
Utility Companies	\$1,867,771	\$1,139,175	\$1,168,794	\$3,742,572
Construction	\$1,130,275	\$3,625,892	\$3,580,314	\$5,115,313
Project Contingency	-	-	-	\$511,531
UUD 1A Estimate Total	\$3,553,946	\$5,353,767	\$5,405,511	\$10,034,797
General Fund Projects				\$85,630
COMBINED ESTIMATE TOTAL				\$10,120,427

UUD 1A City Construction Contract

- Five bids ranging from \$4.71 million to \$8.80 million. The lowest base bid received of \$4.71 million is \$1.67 million higher than the engineer's estimate of \$3.04 million.
- Inflation of 20% since Tewa Court/10th Street UUD bids according to the California Construction Cost Index. The UUD 1A bid is 22% higher than the Tewa Ct/10th St UUD bid on a linear foot of trench basis.
- The project location is difficult for construction and traffic/pedestrian control since it is located within congested streets having several utilities and near the beach.
- Hand digging within proximity of protected trees, parallel existing utilities, and for exploratory potholes when crossing existing utilities.
- Shoring for deep trenches when crossing existing utilities.
- Anticipated effort for scheduling and coordination with SDG&E during construction.

UUD 1A SDG&E Estimate Costs

Work	District Formation Budget 7-12-21	Budget as of 10-16-23	Pre-Bid Budget 12-4-23	Budget as of 6-12-24
SDG&E Costs	\$904,842	\$959,175	\$1,004,850	\$3,585,756
Basis	Applied cost per linear foot from Tewa Initial Invoice			SDG&E Estimate

- SDG&E first provided an estimate in March 2024. Prior to the estimate, the City was estimating based on the initial invoice from Tewa Court/10th Street UUD.

UUD 1A SDG&E Estimate Costs

- \$1 million original budget estimate based on SDG&E's initial estimate invoice for Tewa Court/10th Street UUD
- \$2.03 million estimate based on SDG&E's final reconciliation invoice for Tewa Court/10th Street UUD
- \$3.59 million estimate provided by SDG&E in March 2024, which is 77% increase from Tewa Court/10th Street UUD
- SDG&E cost increases is due to labor cost increases, inflation, and supply chain challenges.
- City does not have control over SDG&E's design process and costs.

UUD 1A SDG&E Estimate Costs

District 1A | Stratford Court South

SDG&E Electrical Contractor – Cable & Connections	\$	2,807,102
SDG&E Electrical Contractor – Cable Poles	\$	601,879
SDG&E Electrical Contractor – Service Cutovers	\$	176,775
BILLABLE TOTAL	\$	3,585,756
SDG&E Contractor - Overhead Removals (SDG&E Responsibility)	\$	1,298,812
NONBILLABLE TOTAL	\$	1,298,812

- This is a cost estimate and not the initial cost invoice or contract.
- SDG&E has informed staff the 20B credits, including Overhead Equivalent, are rolled into the Cable & Connections construction estimate line item.

General Fund Projects

- The project also includes \$85,630 in costs associated with General Fund projects at Penny Lane and 931 Stratford Court.
- The Penny Lane project includes minor grading, ribbon gutter installation, curb installation, and installation of a percolating catch basin with overflow to control nuisance runoff from City Hall site development.
- The City collected development in-lieu funds to construct a concrete curb at 931 Stratford Court.
- These minor projects were designed and included for construction alongside UUD 1A due to their close proximity, facilitating concurrent construction.
- Funding was previously allocated as part of the Fiscal Year 2023-2024 Operating and Capital Budget and a development in-lieu payment from 931 Stratford Court.
- The funding for these minor improvement will come from the General Fund, and will have no impact on the Measure Q fund.

General Undergrounding Program Update & Next Steps

UUD 1A (Stratford Court South) Next Steps

- Pending City Council approval, the UUD 1A city construction will begin in July/August 2024.
- SDG&E agreement and initial invoice by the end of the calendar year following fixed bidding process.
- City construction is estimated to be 220 calendar days and completion is expected in March 2025.
- Following the phased City contractor's work, the homeowners will be required to install their portion of the service laterals within two months.
- Wire pull by the utility companies and pole removal will be completed after all homeowners have completed lateral installations.
- Overall projection completion is expected in August 2025.
- Once the utility companies schedule is determined, staff will bring to the City Council a final public hearing and adoption of a resolution declaring the date by which all overhead utilities must be removed.

UUD X1A (Crest Canyon) Next Steps

- The project is nearing completion of the design phase.
- The City's undergrounding consultants are finalizing the civil engineering design and environmental studies.
- The City Council meeting for the pre-bid process is currently anticipated for September 2024, followed by the public bidding process, and City Council consideration of construction contract award is tentatively planned for November 2024.
- However, the bidding and construction phase are contingent upon receiving all necessary easements.
- The City will have to consider options and secure the necessary financing for this project prior to commencing construction.

General Updates

- On June 3, 2024, City Council received a general Undergrounding Program update.
- On June 13, 2024, UPAC also received a general Undergrounding Program update and discussed increasing program costs.
- On June 25 and July 2, 2024, The UPAC Financing Subcommittee was convened by staff to discuss updated Undergrounding cash flow modeling, follow up communications with SDG&E seeking information and clarification on their costs and factors used to determine those costs, and consider opportunities to reduce project costs.
- A letter to SDG&E formally requesting more detailed information is currently being developed by staff in coordination with the UPAC financing subcommittee.
- The subcommittee will continue to meet frequently in the coming months, with the goal of assisting staff with developing recommendations for UPAC and Council consideration related to project financing and timing.

General Updates

- RFQ for financial consulting services to assist staff with evaluating revenues and expenditures, project timing, and program financing options.
- As part of a separate agenda item, Council is being asked to approve an agreement for these services, which would begin immediately if approved.
- The goal is to complete this work and return to Council with a recommendation on how to proceed in the fall, following consideration by UPAC.
- In the meantime, staff is continuing to proceed with the Council authorized work on UUDs 1A, X1A, 1B, 2, and 3.

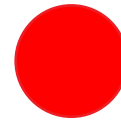
UUD 1A Fiscal Impact

PROJECT	FUND	ACCOUNT	AMOUNT
UUD 1A – Stratford Court South	Measure Q	02.7000.7202	\$1,067,700
Penny Lane Improvement and 931 Stratford Court Curb	General	55.7000.7032	\$51,500
Total Funding			\$1,119,200

- The total fiscal impact of the recommended action as described in this report is \$5,722,452. . Included in the Fiscal Year 2023-24 and 2024-25 Capital Budget is \$4.6 million for this project.
- Staff will return to City Council for an additional funding request necessary for the SDG&E costs once an initial invoice is received. SDG&E currently estimates their costs at \$3,585,756.

Requested Action/Recommendation:

1. Award a \$4,706,395 construction contract to Teichert Utilities (Attachment A) for the Utility Undergrounding District 1A – Stratford Court South Project;
2. Approve a \$425,228 Task Order with Utility Specialists Southwest, Inc. for Construction Management and Inspection Services (Attachment B);
3. Approve a \$71,513 Task Order with NOVA Services, Inc. for Geotechnical Services (Attachment C);
4. Approve a 10% project contingency of \$519,316;
5. Authorize the City Manager to execute the required documents and any contract and Task Order changes, within the project contingency, necessary to complete the work; and
6. Amend the Fiscal Year 2024-2025 Operating and Capital Budget as described in the Fiscal Impact section below.



Del Mar City Council
City of Del Mar
Attn: Sarah Krietor, Administrative Services Manager/City Clerk
1050 Camino del Mar
Del Mar, CA 92014
T. (858) 375-9558
F. (858) 755-2794

July 8, 2024

Re: Opposition to UUD 1A Agenda Item 14, July 8, 2024 City Council Meeting

Dear Sarah and Honorable City Council,

I am respectfully submitting this letter in opposition to award the construction contract with Teichert Utilities for Utilities Undergrounding District 1A. My property is within the UUD 1A district, and I have met with John Stephenson the KCM Group project manager to discuss and plan for my utility connections.

Understanding the desire to move undergrounding forward in as timely fashion as possible, I am deeply concerned that the city does not have sufficient cost information regarding this project to make sound decisions. My recommendation is to defer entering this contract until there is greater granularity as to the cost drivers that are causing expenses to far exceed project estimates. Given that the prior total project cost estimate, approximately six months ago, has gone from \$5.4 million to a current estimate of \$10.03 million, it is prudent to make a full stop until the city accounts for a knows why, and how best to address course corrections. Staff's report acknowledges that UPAC and the Finance Committee have not yet received detailed information from SDG&E, nor fully vetted the cash flow impact of this project and future undergrounding.

Please take the opportunity to pause, get useful data, and then evaluate how best to address undergrounding. These are huge expenses that will affect the city for decades.

Most sincerely,



Jeffrey G. Sturgis