



City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

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

DATE: September 8, 2025

SUBJECT: Award of Construction Contract to TC Construction Company, Inc. and Related Actions for Utility Undergrounding District X1A (Crest Canyon)

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council take the following actions:

- 1) Approve the withdrawal of the apparent lowest bidder, Tri-Group Construction and Development, due to a clerical error under Public Contract Code 5103;
- 2) Award a \$7,128,769.96 construction contract to TC Construction Company, Inc. (Attachment A) for the Utility Undergrounding District (UUD) X1A (Crest Canyon) Project;
- 3) Approve a \$663,280 Task Order with Utility Specialists Southwest, Inc. for Construction Management and Inspection Services (Attachment B);
- 4) Approve a \$119,633 Task Order with NOVA Services, Inc. for Geotechnical Services (Attachment C);
- 5) Approve a \$123,400 Task Order with Helix Environmental Planning, Inc. for Environmental Monitoring Services (Attachment D);
- 6) Approve a 10% project contingency of \$712,877;
- 7) Authorize the appropriation of \$6,886,465 in unexpended funds from the prior year to be carried over to FY 2025-26 for the Crest Canyon project; and,
- 8) 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.

BACKGROUND:

Utility Undergrounding District X1A - Crest Canyon

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 E.

On July 12, 2021, the City Council authorized the formation of Utility Undergrounding District X1A, also referred to as "Crest Canyon". Crest Canyon was identified as one of the next two districts after completion of the Tewa Court/10th Street UUD pilot project on February 8, 2023. Crest Canyon includes 77 poles and 12,520 linear feet of overhead conversion to 19,610

City Council Action:

See next page.

IT WAS MOVED BY MAYOR GAASTERLAND AND SECONDED BY COUNCILMEMBER QUIRK TO APPROVE ALL OF STAFF'S RECOMMENDED ACTIONS:

- 1) APPROVE THE WITHDRAWAL OF THE APPARENT LOWEST BIDDER, TRI-GROUP CONSTRUCTION AND DEVELOPMENT, DUE TO A CLERICAL ERROR UNDER PUBLIC CONTRACT CODE 5103;
- 2) AWARD A \$7,128,769.96 CONSTRUCTION CONTRACT TO TC CONSTRUCTION COMPANY, INC. (ATTACHMENT A) FOR THE UTILITY UNDERGROUNDING DISTRICT (UUD) X1A (CREST CANYON) PROJECT;
- 3) APPROVE A \$663,280 TASK ORDER WITH UTILITY SPECIALISTS SOUTHWEST, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES (ATTACHMENT B);
- 4) APPROVE A \$119,633 TASK ORDER WITH NOVA SERVICES, INC. FOR GEOTECHNICAL SERVICES (ATTACHMENT C);
- 5) APPROVE A \$123,400 TASK ORDER WITH HELIX ENVIRONMENTAL PLANNING, INC. FOR ENVIRONMENTAL MONITORING SERVICES (ATTACHMENT D);
- 6) APPROVE A 10% PROJECT CONTINGENCY OF \$712,877;
- 7) AUTHORIZE THE APPROPRIATION OF \$6,886,465 IN UNEXPENDED FUNDS FROM THE PRIOR YEAR TO BE CARRIED OVER TO FY 2025-26 FOR THE CREST CANYON PROJECT; AND,
- 8) 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. (VOTE 4-0)

linear feet of underground trench involving 152 properties and 114 residences. There are eighty properties requiring undergrounding of their private service lateral at the expense of the property owner. A map of Crest Canyon is included as Attachment F.

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.

San Dieguito Drive Improvement Project

San Dieguito Drive is an approximately 1,000 linear foot private road with public access in the City of Del Mar that extends from the intersection of San Dieguito Drive and Racetrack View Drive to Oribia Road. Currently, San Dieguito Drive is in a deteriorated condition and in need of repair. On June 17, 2024, residents on San Dieguito Drive and Oribia Road voted to approve the San Diego Drive Improvement Project Assessment District to fund the resident's proportionate share of the project. The San Dieguito Drive Improvements Project consists of installation of a new road section with a standard centerline crown with 16 feet of asphalt and 3.5-foot concrete rolled curbs for an improved width of 23 feet and a minimum 20 feet of travel-way for public safety vehicle access.

At the completion of design for Crest Canyon, the City initiated a competitive public bidding process for the City's construction activities related to Crest Canyon as the base bid and the San Dieguito Drive Improvements Project as the alternate bid item. This approach is consistent with the City's goal of bidding and constructing these projects together to achieve anticipated cost savings, improve efficiency, and minimize impacts on property owners.

DISCUSSION/ANALYSIS:

Bid Process

In accordance with the City's Municipal Code and Public Contract Code, Public Works staff advertised a notice inviting bids on July 7, 2025. Staff held a public bid opening on August 27, 2025, and received six bids ranging from \$6,021,860 to \$11,419,126 as shown in Table A below. The public bidding process was competitive, with three of the six bids received coming in below the engineer's estimate of \$8.9M.

Table A: Bid Results

Bidder	Base Bid (Crest Canyon)	Alternate Bid (San Dieguito Dr)
TC Construction Company	\$7,128,770	\$1,825,041
Teichert Energy and Utilities Group	\$8,644,467	\$1,825,079
Palm Engineering Construction Company	\$9,884,674	\$2,138,859
W.A. Rasic Construction Company	\$10,967,600	\$1,298,610
A.M. Ortega Construction	\$11,419,126	\$2,490,100
Tri-Group Construction and Development	\$6,021,860	\$2,976,700
	<i>Request to Withdraw</i>	
<i>For Reference: Engineer's Estimate</i>	<i>\$8,930,000</i>	<i>\$934,000^A</i>

^A Staff adjusted the estimate to \$895,000 in the bid documents to reflect anticipated cost savings.

Tri-Group Request to Withdraw

A few hours after the bid opening, staff received a request from Tri-Group Construction and Development to withdraw their bid based on a clerical error (Attachment G). Tri-Group incorrectly entered a lump sum item on the required bid form as \$5,000 instead of \$5,000,000, resulting in an almost \$5 million error. Tri-Group stated that absorbing this error would cause significant financial hardship if required to complete the project as bid. Tri-Group's error was in the "Joint Trench and Excavation and Backfill" line item, which is one of the most significant line items in the bid, with comparable contractor pricing ranging from \$1.4 to \$4.4 million. After reviewing the line-item cost in question, staff believes that the clerical error is valid and recommends that the City Council allow Tri-Group to withdraw its bid under Public Contract Code 5103, as the contract has not yet been awarded.

If the Council approves Tri-Group's request, the City will release the full amount of their bid bond. A bid bond provides a guarantee that the bidder will, within ten days after being requested to do so by the City, enter into a contract and provide the required bonds if awarded the project. The bid bond is in the amount of 10% of the bid, which in this case is \$602,186. Certain provisions under State law grant relief for bidders who make clerical errors in their bid documents by permitting bidders to withdraw their bids without forfeiting their bid bonds. For example, Public Contract Code Section 5101 provides that a bidder is entitled to relief from its bid due to a mistake if the awarding authority consents to allow the bidder to withdraw its bid. Courts have found that typographical or arithmetical errors in bid documents are the types of mistakes contemplated under the laws by which bidders may seek relief. Staff will monitor future bids submitted by this contractor and consider recommending temporary debarment as allowed for under the Municipal Code if similar issues occur again.

Award of Contract

Public Contract Code Section 20162 requires that the City award the contract to the lowest responsive and responsible bidder based on their base bid. When a public agency permits a bidder to withdraw its bid due to a mistake, Public Contract Code Section 5106 allows the public agency to award the contract to the next lowest bidder. Staff evaluated the second-lowest bidder, TC Construction Company (TC), whose base bid was \$7,128,769.96

(Attachment H), and determined them to be the lowest responsive and responsible bidder after the withdrawal.

San Dieguito Drive Improvement Project

The San Dieguito Drive Improvements Project was included as an alternate bid item in the bid package for Crest Canyon. The engineer's estimate for this project was \$934,000, with submitted bids ranging from \$1.3 to \$3.0 million. While TC submitted the lowest base bid for Crest Canyon their alternate bid for San Dieguito was \$1.8 million, which if awarded would place the San Dieguito Drive Improvements Project approximately \$1 million over its estimated budget. After evaluating the TC alternate bid in comparison to the engineer's estimate and the lowest alternate bid, staff does not recommend awarding the alternate bid to complete the San Dieguito Drive Improvements Project as part of Crest Canyon.

While having the same contractor perform both projects would simplify construction, staff recommends bidding and constructing the San Dieguito Drive Improvements Project separately to potentially achieve a more competitive price. This approach would also open the bidding process to a broader pool of roadway improvement contractors once the undergrounding work on San Dieguito Drive and Oribia Road is complete. Based solely on the alternate bids received, the construction cost could be approximately \$1.3 to \$1.4 million, compared to the current engineer's estimate of \$934,000. However, the final bid amount will be determined by market conditions.

The specific bid and construction schedule for the San Dieguito Drive Improvements project will be determined in coordination with the selected contractor and utility companies. It is expected to begin following the completion of Work Zone 1 (San Dieguito Drive and Oribia Road) of Crest Canyon. If the City takes a conservative approach and waits until all phases of construction (City, homeowner, and utility companies) are fully completed to avoid overlap, the project would likely begin around summer 2026.

Construction Management Services

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 \$663,280 Task Order (Attachment B) to provide construction management, inspection, and design support services for the project. KCM Group, serving as a subconsultant to Utility Specialists, will be providing construction management services. They are highly familiar with the UP, having been involved in all projects throughout both the design and construction phases. Utility Specialists provided these same services on the Stratford Court South (1A) undergrounding district and did a good job.

Geotechnical Services

The City also has an agreement in place with NOVA Services, Inc. for as-needed geotechnical services. Staff recommends issuing NOVA Services, Inc. a \$119,633 Task Order (Attachment C) to provide geotechnical services for the project. The services include any geotechnical observations and laboratory testing required for the roadway and utility improvements.

Environmental Services

The City also has an agreement in place with Helix Environmental Planning, Inc. for as-needed environmental consulting services. Staff recommends issuing Helix Environmental Planning, Inc. a \$123,400 Task Order (Attachment D) to provide environmental monitoring services for the Crest Canyon Project. The services are required under the CEQA determination, primarily for areas adjacent to the San Dieguito Lagoon and Crest Canyon, and include archaeological and Native American monitoring, biological construction monitoring, a post-construction monitoring and reporting plan, and optional tasks for pre-construction nesting bird survey and noise monitoring.

Updated Estimated City Construction Budget

The total estimated City construction project expenditures for Crest Canyon through project completion is \$8,747,960 as listed in Table B below. This amount includes the construction contract with TC, Construction Management and Inspection Services provided by Utility Specialists, Geotechnical Services provided by NOVA, Environmental Services provided by Helix, and a 10% project contingency for change orders due to unforeseen field conditions, need for specialty inspections, or any other unanticipated costs during construction.

Table B: City Construction Expenditures for Crest Canyon (X1A)

Items	Costs
Construction (TC Construction Company)	\$7,128,770
Construction Management (Utility Specialists)	\$663,280
Geotechnical Services (NOVA)	\$119,633
Environmental Monitoring (Helix)	\$123,400
Project Contingency (10%)	\$712,877
Total City Construction Costs	\$8,747,960

Bidding Analysis

Table C summarizes the bidding results as compared to the cost estimate for the Crest Canyon, and compared to the UUD Tewa Ct/10th St and Stratford Court South (1A) bid results. The data includes the number of bids received, cost estimates, low bid, average bid, percent difference between the cost estimate and the low bid (%Diff (Low)), and percent difference between the cost estimate and the average bid (%Diff (Average)).

Table C: City Construction Bidding Analysis

	Tewa Ct	UUD 1A	UUD X1A
# of Bids	3	5	6
Cost Estimate	\$238,000	\$3,043,000	\$8,930,000
Low Bid	\$447,400	\$4,717,395	\$7,128,770 ^B
Average Bids (All)	\$690,565	\$5,392,860 ^A	\$9,608,927 ^B
%Diff (Low)	+88%	+55%	-20%
%Diff (Average)	+190%	+100%	+8%

^A The outlier bid has been removed from the dataset.

^B The bid requested for withdrawal has been removed from the dataset.

The City received six bids for Crest Canyon, which demonstrates the strongest construction market interest to date related to the City's undergrounding projects. The lowest responsive base bid of \$7.13 million came in \$1.8 million (20%) below the engineer's estimate of \$8.93 million (Attachment I). This is a positive outcome, as it is preferred that the low bid be lower than the engineer's estimate. Ideally, however, the engineer's estimate should be within 10% of the lowest bid.

Additionally, the average of the Crest Canyon base bids was \$9.61 million, which is \$680,000 (8%) higher than the engineer's estimate. This is also a favorable result, as the City aims for the engineer's estimate to be below the average bid, but still reasonably close. In contrast, previous projects showed a much larger discrepancy between the engineer's estimates and both the low and average bids, which indicated a need for improvement in estimating accuracy. In this case, the engineer's estimate prepared by Utility Specialists and KCM Group for the Crest Canyon project was well-prepared and incorporated lessons learned from Stratford Court South. However, the estimate was somewhat conservative, as higher impacts from inflation and environmental factors were anticipated. The design team will continue to refine its estimating approach based on these latest bid results.

It's important to note that, while including the engineer's estimate in the bid documents is standard practice, the actual cost of the project is ultimately determined by the construction market. The engineer's estimate is developed to assist the City in budgeting for the project, to provide contractors with a baseline understanding of expected costs before bidding, and to allow for comparison of submitted bids. Preparing a bid, especially for a project of this scale, requires significant time and resources for the contractors. Contractors conduct their own thorough analysis when preparing their proposals, because the bid documents are highly technical. This is a competitive bidding process, and each contractor aims to underbid the others while remaining financially viable.

The City's recent bid history demonstrates the engineer's estimate is not the determining factor for contractor's bids. For the Stratford Court South (1A) Project, the bids came in significantly higher than the engineer's estimate, indicating that contractors did not rely solely on that estimate when preparing their bids. For the Hoska Alley Street & Storm Drain Improvements Project and Crest Canyon Undergrounding, the City received multiple bids that came in below the engineer's estimate, demonstrating that bids can come in under the estimate, particularly when it is well-aligned with current market conditions.

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. In fact, the contractor's work involves constructing the Underground Support Structure (USS) for their infrastructure, which includes underground conduit and structures for the installation of their equipment.

The following summarizes the status with each of the three utilities involved:

- 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. Crest Canyon is considered eligible for Rule 20B, which means there will be partial credit for the “overhead equivalent value” and SDG&E will cover the costs associated with overhead removals. The City’s contract with SDG&E is for actual cost billing for installation of cable & connections, cable poles, service cutovers, overhead and pole removals, and engineering fees. The City is responsible for trenching and installation of conduit and substructures.

SDG&E provided the City with an estimate of \$3.67 million presented to City Council on June 2, 2025, for costs associated with their work. 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 nearing completion of 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 Crest Canyon.

- AT&T – As with SDG&E, the CPUC also regulates the requirements of AT&T with regards to their participation in utility undergrounding pursuant to tariff rules (Rule 32). Crest Canyon 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 \$217,080 for these services related to Crest Canyon.
- 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 these utilities similarly. 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.

Total Project Budget Updates

The total project cost for Crest Canyon is now estimated to be \$13.68 million based on the latest City construction bid. Attachment J includes a budget summary reflecting the estimated project costs from initial district formation to the current estimate for comparison. The prior total project cost estimate provided on April 21, 2025, was \$16.97 million. However, the updated SDG&E cost estimate provided on June 2, 2025, reduced this number to \$15.75 million.

The cost per linear foot of overhead conversion is now estimated at \$1,092, and the cost per linear foot of joint trench is estimated at \$697. 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 and support services during construction.

The City construction bid for Crest Canyon has a cost per linear foot of joint trench of \$364. For comparison, the Tewa Ct/10th St and Stratford Court South (1A) costs per linear foot of joint trench were \$424 and \$437, respectively, when adjusted for 26% and 5% inflation based on the California Construction Cost Index (CCCI) from the bid opening dates of December 2021 and May 2024.

SDG&E provided the City with an updated estimate of \$3.67 million in June 2025 for costs associated with their work. The project cost estimate will be updated at the next City Council meeting to reflect the SDG&E construction bids, and a comparison of total project cost to UUD Tewa Ct/10th St and Stratford Court South (1A) will be provided. A request for additional funding for SDG&E costs, if necessary, will also be included. However, if the invoice matches the current estimate, there will be a budget surplus.

The project also includes \$13,670 in development in-lieu funds for a section of grind and overlay on Crest Road. This minor improvement was designed and included for construction alongside Crest Canyon due to its close proximity, facilitating concurrent construction.

Additionally, the project budget includes line items for Measure Q credits related to the San Dieguito Drive Improvements Project and the Crest Canyon Asphalt Improvements Project. This is intended to cover the cost of finish paving over the joint trench, where these CIP projects overlap within the same area. The City plans to perform the finish paving once the project is complete.

Project Timeline & Next Steps

The Crest Canyon project will begin in October 2025 after the City's construct contract is executed (pending Council approval), 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 soon.

The project duration for City construction is estimated to be 350 calendar days and completion is expected in October 2026. Following the City contractor's phased 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 point of connection established by the City's contractor.

Cable and connections, services cutovers, cable poles, and overhead removals by the utility companies will be completed after all homeowners have completed their lateral installations. Overall, the homeowner installations and utility agency work are anticipated to take approximately six to eight months following completion of the City contractor's work with

completion expected in March to May 2027. However, the utility companies will confirm their schedules.

The final item of work is pole removals. Once the utility companies schedule is determined for pole removals, 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.

Property Owner Easements

A few property owners have not signed the documents required for Crest Canyon, which presents risks to certain elements of the project. A property owner on Crest Road has not signed the SDG&E permit to enter (PTE), and there is a risk that they will not proceed with the lateral installation. Accordingly, staff will continue to follow up and proceed with code enforcement actions if necessary.

Two property owners on Oribia Road have not yet signed easements with Spectrum. Staff and Spectrum continue to engage with the property owners and remain hopeful the easements will be secured. It is important to note that Oribia Road is a private road, and there is no public right-of-way available for Spectrum installation. If the easements are not signed, up to seven poles may remain with only Spectrum service, as they are directly connected to three poles located on these two properties. However, the property owners did sign the SDG&E and AT&T easements, allowing those utilities to be undergrounded.

Additionally, a supervisory control and data acquisition (SCADA) pole will remain on Avenida Primavera across from 1507 Crest Road. This pole is required to support existing communications equipment that enhances and extends connectivity with wirelessly controlled equipment. It will be a standalone pole with no overhead wires.

IBank Loan

On June 2, 2025, the Council received a presentation from staff regarding updated Measure Q cashflow information, identified a maximum loan amount of \$11 million to be considered by IBank, and approved the Borrower's Resolution required by IBank for undergrounding financing. On July 23, 2025, IBank approved the City's loan application in an amount up to \$11M with an interest rate of 3.18%. Since then, staff has been working with IBank on the closing documents, pending final determination of the loan amount.

City staff anticipates the recommended final loan amount will be less than \$11 million based on updated cost estimates for both Crest Canyon and Stratford Court North (1B). Staff plans to return to City Council on September 22, 2025, to present the updated cash flow modeling and final recommended loan amount, which will also incorporate SDG&E's updated cost for Crest Canyon based on their fixed bid process, the results of which should be provided to the City shortly.

Staff is bringing the construction contract and related task orders to Council in advance of the final loan amount being determined to avoid delays related to the bird nesting season for Crest Canyon, which typically occurs from February through August. It is important to get the contractor started as soon as possible to prevent potential issues in Work Zone 1 (San

Dieguito Drive and Oribia Road). As noted above, the City has already been approved for a loan up to \$11M, so there is no financial risk to the City in awarding the contract in advance of finalizing the loan amount.

Undergrounding Program Advisory Committee (UPAC) Recommendation

On September 3, 2025, UPAC held a special meeting to receive a presentation from staff regarding the outcome of the bid process, bids received and range of costs, Tri-Group's withdraw request, lowest responsive bid, and next steps in the process. A copy of the presentation, engineer's estimate for Crest Canyon, and project budget overview was provided to the committee in advance of the meeting. UPAC unanimously voted to recommend that the City Council award the contract to TC Construction and proceed with the Crest Canyon project. The Committee also expressed support for the Council to proceed timely with finalizing the IBank final loan amount and completing the loan process.

FISCAL IMPACT:

Council approval of the recommended action will award a construction contract and authorize task orders totaling \$8,747,960 for Crest Canyon, and will authorize \$6,886,465 in unexpended funds from the prior year to be carried over to FY 2025-26, which will ensure sufficient funds are available in the project budget to cover these costs. An updated cash flow and detailed total project costs will be presented to the City Council on September 22, 2025.

ENVIRONMENTAL IMPACT:

Pursuant to requirements of the California Environmental Quality Act (CEQA), a Notice of Exemption was filed for both the Utility Undergrounding District X1A - Crest Canyon Undergrounding District Project (State Clearinghouse No. 2024101301) and the San Dieguito Drive Project (State Clearinghouse No. 2024100309). Both projects were adopted by Council on October 7, 2024. The construction contract and task orders being considered for construction work falls under the scope of work considered under both exemptions. Pursuant to CEQA Guidelines Section 15162, no further environmental documentation is necessary in that there have been no substantial changes proposed involving new significant effects or an increase in the severity of previously identified effects; no substantial changes have occurred with respect to the circumstances under which the project is being adopted; and no new information has demonstrated that new significant effects will occur.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

Utility Undergrounding is listed as a Tier 1 City Council priority and the San Dieguito Drive Improvements is identified as a Tier 2 priority for Fiscal Year 2025-2026.

ATTACHMENTS:

- Attachment A - Contract with TC Construction Company, Inc. for the Crest Canyon Conversion (UUD X1A) Project
- Attachment B - Utility Specialists Southwest, Inc. Task Order for Construction Management and Support Services
 - Exhibit A to Attachment B – UUD X1A Services Scope of Work
- Attachment C - NOVA Services, Inc. Task Order for Geotechnical Services
 - Exhibit A to Attachment E – UUD X1A Services Scope of Work
- Attachment D - HELIX Environmental Planning, Inc. Task Order for Environmental Monitoring Services
 - Exhibit A to Attachment E – UUD X1A Services Scope of Work
- Attachment E - UP Citywide Map
- Attachment F - UUD X1A Crest Canyon Map
- Attachment G - Tri-Group Bid Withdrawal
- Attachment H - TC Construction Company's Bid
- Attachment I - UUD X1A Crest Canyon City Cost Estimate
- Attachment J - UUD X1A Crest Canyon Project Budget

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

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 **TC Construction Company, Inc.** 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 **Crest Canyon Conversion (UUD X1A) 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

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

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. 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.

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- 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 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 **CREST CANYON CONVERSION (UUD X1A)** in a time period not to exceed **three hundred fifty (350)** calendar days, unless remobilization is required, 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

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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 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

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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:
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.

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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.
 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 directives 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

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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. These obligations survive the termination of completion of the Work.

The duty to defend the City is a separate obligation on the part of the Contractor. The Contractor agrees that its duty to indemnify arises upon an allegation of liability based upon the performance or lack of performance under this Agreement and adjudication of Contractor's liability is not a condition precedent to Contractor's duty to defend. This and all other indemnity obligations related to this Agreement shall survive the termination of this Agreement and shall remain in effect for as long as the underlying claim or action remains viable.

- 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.

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

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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).

The Commercial General Liability insurance policy must:

1. Include the City, SDG&E, AT&T, and Spectrum, their affiliates, their agents, and their directors, officers, consultants and their subconsultants, 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

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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 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.

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- 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 and their subconsultants, 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.

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

TC Construction Company, Inc.
Attn: Austin Cameron
10540 Prospect Ave
Santee, CA 92071
acameron@tcincsd.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.

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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
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

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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 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.

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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.

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

TC CONSTRUCTION COMPANY, INC.,
a California Corporation

By: _____
Ashley Jones, City Manager

By: _____
Austin Cameron, President

Date: _____

Date: _____

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney

ATTEST:

Sarah Krietor, Administrative Services
Manager/City Clerk

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ATTACHMENT A – SCOPE OF WORK

Contractor shall refer to [Crest Canyon Conversion \(UUD X1A\) Del Mar Undergrounding Project Specifications and Drawings](#) for the description of the scope of work to be performed.

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ATTACHMENT B – PROPOSAL/BID SCHEDULE/SCHEDULE OF VALUES

I/We agree to construct the City of Del Mar Crest Canyon Conversion (UUD X1A) Project, for the price listed on this proposal sheet.

BASE BID SCHEDULE “A” (CREST CANYON CONVERSION – UUD X1A)

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
GENERAL					
1	MOBILIZATION/DEMOBILIZATION	1	LS	\$290,000.00	\$290,000.00
2	PREPARE TRAFFIC CONTROL PLANS, INSTALL AND MAINTAIN TRAFFIC CONTROL	1	LS	\$200,000.00	\$200,000.00
3	CONSTRUCTION STAGING	1	LS	\$50,000.00	\$50,000.00
4	STORM WATER POLLUTION PREVENTION AND EROSION CONTROL BMPS	1	LS	\$200,000.00	\$200,000.00
5	POTHOLING	1	LS	\$260,000.00	\$260,000.00
6	CONSTRUCTION SURVEY AND SURVEY MONUMENT PRESERVATION	1	LS	\$150,000.00	\$150,000.00
7	PROTECED TREE SPECIES PROTECTION FENCING AND SIGNAGE	1	LS	\$90,000.00	\$90,000.00
8	AS-BUILT DRAWINGS	1	LS	\$5,000.00	\$5,000.00
9	CLEARING AND GRUBBING AND DEMOLITION	1	LS	\$50,000.00	\$50,000.00
10	REMOVE AND REINSTALL TRAFFIC SIGN	3	EA	\$1,000.00	\$3,000.00
11	REMOVE AND REINSTALL MAILBOX	2	EA	\$1,000.00	\$2,000.00
DRY UTILITY					
12	EXCAVATE TO LOCATE AND INTERCEPT EXISTING CONDUITS	1	LS	\$220,000.00	\$220,000.00
13	JOINT TRENCH EXCAVATION AND BACKFILL	1	LS	\$3,175,000.00	\$3,175,000.00
14	INSTALL DB 2” CONDUITS	1	LS	\$400.00	\$400.00
15	INSTALL DB 3” CONDUITS	1	LS	\$46,000.00	\$46,000.00
16	INSTALL DB 4” CONDUITS	1	LS	\$95,000.00	\$95,000.00

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NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
17	INSTALL DB 5" CONDUITS	1	LS	\$1,500.00	\$1,500.00
18	INSTALL 3309 HANDHOLES	6	EA	\$1,500.00	\$9,000.00
19	INSTALL 3313 HANDHOLES	28	EA	\$4,200.00	\$117,600.00
20	INSTALL 3314 HANDHOLES	7	EA	\$16,000.00	\$112,000.00
21	INSTALL 3315 HANDHOLES	9	EA	\$19,000.00	\$171,000.00
22	INSTALL 3316 HANDHOLES	1	EA	\$50,000.00	\$50,000.00
23	CONSTRUCT 3421 TRANSFORMER PADS	22	EA	\$750.00	\$16,500.00
24	INSTALL 2" AT&T CONDUIT	1	LS	\$29,000.00	\$29,000.00
25	INSTALL 4" AT&T TYPE C RIGID CONDUIT	1	LS	\$125,000.00	\$125,000.00
26	INSTALL 2'X3' AT&T HANDHOLE	31	EA	\$3,900.00	\$120,900.00
27	INSTALL 2'X3'X3' AT&T HANDHOLE TRAFFIC RATED	22	EA	\$4,500.00	\$99,000.00
28	INSTALL 30"X48" AT&T HANDHOLE	5	EA	\$4,500.00	\$22,500.00
29	INSTALL 30" x 48" AT&T HANDHOLE TRAFFIC RATED WITH 3-ROD TGB	7	EA	\$8,600.00	\$60,200.00
30	INSTALL AT&T CMPH PEDESTAL	2	EA	\$1,000.00	\$2,000.00
31	INSTALL AT&T CHRISTY BOXES TRAFFIC RATED	15	EA	\$2,000.00	\$30,000.00
32	INSTALL AT&T CHRISTY BOXES NON-TRAFFIC RATED	24	EA	\$2,200.00	\$52,800.00
33	INSTALL 2" CHARTER CONDUIT	1	LS	\$77,000.00	\$77,000.00
34	INSTALL 3" CHARTER CONDUIT	1	LS	\$24,000.00	\$24,000.00
35	INSTALL CHARTER 9" X 20" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	14	EA	\$375.00	\$5,250.00
36	INSTALL CHARTER 10" X 12" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	5	EA	\$375.00	\$1,875.00
37	INSTALL CHARTER 12" X 22" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	27	EA	\$375.00	\$10,125.00
38	INSTALL CHARTER 14" X 20" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	15	EA	\$375.00	\$5,625.00

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
39	INSTALL CHARTER 2' X 3' VAULTS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	1	EA	\$750.00	\$750.00
40	INSTALL 17"X30" CHARTER VAULTS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	8	EA	\$550.00	\$4,400.00
41	INSTALL 2" CROWN CASTLE CONDUIT (EXCLUDES MATERIAL FURNISHED BY OTHERS)	1	LS	\$10,000.00	\$10,000.00
42	INSTALL 2'X3' MARTIN BRAND 20 K RATED PULL BOX WITH "CROWN CASTLE FOC" STAMP (EXCLUDES MATERIAL FURNISHED BY OTHERS)	6	EA	\$1,599.16	\$9,594.96
43	INSTALL LATERAL TRENCH AND CONDUIT AT CREST RESERVOIR	1	LS	\$50,000.00	\$50,000.00
44	STONE VENEER RETAINING WALLS	280	SF	\$675.00	\$189,000.00
SURFACE IMPROVEMENTS					
45	TRENCH RESURFACING PER SDRSD G-24A AND G-24B	1	LS	\$600,000.00	\$600,000.00
46	1.5 INCH ASPHALT PAVEMENT GRIND AND OVERLAY AND BERM INSTALL NEAR 1305 CREST RD.	1	LS	\$15,000.00	\$15,000.00
47	REPLACE AC DIKE PER SDRSD G-5	144	LF	\$50.00	\$7,200.00
48	REPLACE IN KIND CONCRETE DRIVEWAYS	48	SF	\$200.00	\$9,600.00
49	REPLACE CROSS GUTTER PER SDRSD G-12	128	SF	\$175.00	\$22,400.00
50	PAVEMENT STRIPING, MARKINGS, AND MARKERS	1	LS	\$15,000.00	\$15,000.00
51	BOLLARDS PER SDRSD WM-04	43	EA	\$850.00	\$36,550.00
LANDSCAPING					
52	IRRIGATION REPAIRS	1	LS	\$150,000.00	\$150,000.00
53	HYDROSEED MIX APPLICATION IN ALL DISTURBED LANDSCAPE AREAS	1	LS	\$30,000.00	\$30,000.00
BASED BID SCHEDULE "A" TOTAL					\$7,128,769.96

BID SCHEDULE "A" (BASE BID)

Bid Items (SCHEDULE A) in Numbers = \$7,128,769.96

Bid Items (SCHEDULE A) in Words: SEVEN MILLION, ONE HUNDRED TWENTY-EIGHT THOUSAND, SEVEN HUNDRED SIXTY-NINE Dollars

and NINETY-SIX Cents

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

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.(optional): _____

SIGNATURE: _____

PRINT NAME/TITLE OF SIGNER: _____

DATE: _____

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

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 **TC Construction Company, Inc.** ("Principal") a contract for the work described as **Crest Canyon Conversion (UUD X1A)**; 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.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

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)

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

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:

CREST CANYON CONVERSION (UUD X1A)

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

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

hereinabove described or pertaining or relating to the furnishing of labor, materials, or 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)

Signature of Attorney-In-Fact

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

(Attach required acknowledgements)

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

6/20/2025

City of Del Mar Undergrounding Program - Task Order #03e - District X1A Crest Services During Construction

Task Order #03e includes construction management and support services for City construction and coordination services for utility agency construction and homeowner laterals through completion of construction for District X1A assuming total of 18 months construction from notice to proceed.

Utility Specialists & KCM Hourly Assumptions

Task Order #03e Services - District X1A Crest Services During Construction										
Item #	Description	US Principal	KCM Principal	US Sr. PM	KCM Sr. PM	US Asst PM	KCM PM	KCM PC	Fuscoe	Total Cost
1	Construction Support									
a	Contract Administration: Invoice and Change Order review and processing (Based on 18 mos. Construction)				120.0		40.0	20.0		\$32,300
b	Construction Administration and Oversight: Daily construction monitoring and documentation, photo documentation, site observations, and documenting compliance with contract documents and specifications, Requests for Information (RFI) and Submittal management, weekly meetings, full time presence onsite during City Contractor construction, part time presence onsite during homeowner and utility agency construction, and increased communications and lateral coordination with homeowners and utility agency coordination. (Based on 18 mos. Construction - 49 weeks full time site presence and 29 weeks part time)	32.0		60.0	240.0		2295.0	52.0		\$470,245
c	Project status tracking and database updates during construction (Based on 18 mos. Construction)				80.0		117.0	24.0		\$38,355
d	Project Accounting Support: Verification of invoices, lien release review, prevailing wage (Based on 18 mos. Construction)				80.0		48.0	40.0		\$27,800
e	Budget and Schedule Monitoring (Based on 18 mos. Construction)				80.0			12.0		\$16,740
f	Staking/Engineer's Const. Admin. services & RFI responses (Based on 18 mos. Construction)								\$35,000	\$35,000
g	Allowance for miscellaneous tasking as requested by City staff.	4.0		16.0	40.0	8.0	40.0			\$19,400
h	Closeout Services: Punchlist development and management, record drawings				24.0		60.0	8.0	\$7,500	\$23,440
Subtotal Other Services		36.0	0.0	76.0	664.0	8.0	2,600.0	156.0	\$42,500	\$663,280
Total Overall Hours		36.0	0.0	76.0	664.0	8.0	2,600.0	156.0		
Average Hours per Week (based upon 18 month schedule)				1.1	8.5		33.3	2.0		
Rate Per Hour		\$190	\$215	\$180	\$195	\$120	\$175	\$95		
Total Cost		\$6,840	\$0	\$13,680	\$129,480	\$960	\$455,000	\$14,820	\$42,500	
Subtotal Estimated Cost During Construction										
Total Estimated Cost for Task Order #03e - District X1A Estimated Costs During Construction										\$663,280

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
 Storm Water Compliance Services; Weekly, REAP and Quarterly site inspections by QSP

Social Media Development, Operations - Assume by City
 Graphic Design will be a Reimbursable Expense
 Direct Mail will be a Reimbursable Expense
 GIS Support and GIS Exhibits
 City geotechnical and structural inspections and testing



AUTHORIZATION TO PERFORM SERVICES

Martin Boyd | Principal Engineer
City of Del Mar Public Works Department
2240 Jimmy Durante Boulevard
Del Mar, CA 92014

June 24, 2025

Project: District X1A Crest Canyon Conversion Improvement Plan
San Dieguito Drive
Del Mar, California

Dear Martin:

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

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

Estimated Fees

GEOTECHNICAL STAFF, REPORTS, AND LABORATORY TESTING			
GEOTECHNICAL SERVICES	Quantity	Per Hour / Each	Total
Soils Technician - per hour	688	\$ 120.19	\$ 82,690.72
Nuclear Density Gauge, per day	90	\$ 40.00	\$ 3,600.00
Geotechnical Supervisor - per hour	15	\$ 125.00	\$ 1,875.00
Senior Engineer/Geologist - per hour	25	\$ 180.00	\$ 4,500.00
Subtotal:			\$ 92,665.72
LABORATORY TESTING	Quantity	Per Hour/Each	Total
Compaction Curve - each	12	\$ 240.00	\$ 2,880.00
Sieve Analysis, with Wash - each	4	\$ 135.00	\$ 540.00
Hveem Stability and Unit Weight - each	8	\$ 350.00	\$ 2,800.00
R-Value - each	4	\$ 300.00	\$ 1,200.00
Subtotal:			\$ 7,420.00
ESTIMATED GEOTECHNICAL OBSERVATION AND TESTING SUBTOTAL: \$ 100,085.72			
PROJECT SUPPORT SERVICES			
Word Processing/Administration	22	\$ 65.00	\$ 1,430.00
Monthly MetaField Reporting - per month	11	\$ 375.00	\$ 4,125.00
ESTIMATED PROJECT SUPPORT SERVICES SUBTOTAL:			\$ 5,555.00

(CONTINUED NEXT PAGE)



June 24, 2025

SPECIAL INSPECTION AND LABORATORY MATERIALS TESTING			
SPECIAL INSPECTION SERVICES	Quantity	Per Hour/Each	Total
Special Inspector (Concrete, Masonry) - per hour	80	\$ 123.47	\$ 9,877.60
Principal Engineer (Report Review/Consultation/Meetings) - per hour	5	\$ 200.00	\$ 1,000.00
Subtotal:			\$ 10,877.60
LABORATORY MATERIALS TESTING	Quantity	Per Hour/Each	Total
Concrete Cylinder Compression Test (4x8) - each	25	\$ 30.00	\$ 750.00
Composite Prism Masonry Unit - each	3	\$ 185.00	\$ 555.00
Compression Test, Mortar, Grout - each	24	\$ 40.00	\$ 960.00
Pick-Up/Delivery - per trip	10	\$ 85.00	\$ 850.00
Subtotal:			\$ 3,115.00
ESTIMATED INSPECTION AND MATERIAL TESTING SUBTOTAL:			\$ 13,992.60
ESTIMATED PROJECT TOTAL:			\$ 119,633.32

This is a time and materials estimate. NOVA is assuming 208 total days of construction of which we will have a technician on site approximately 60% of that time. 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.



 Dave Wozniak
 Operations Manager



 Andrew Neuhaus, PG, CEG
 Senior Engineering Geologist

HELIX Environmental Planning, Inc.
7578 El Cajon Boulevard
La Mesa, CA 91942
619.462.1515 tel
619.462.0552 fax
www.helixepi.com



June 30, 2025

01197.00008.000

Martin Boyd
Principal Engineer
City of Del Mar Public Works Department
2240 Jimmy Durante Boulevard
Del Mar, CA 92014
858-375-9531 | mboyd@delmar.ca.us

Subject: Task Order Proposal to Provide Environmental Monitoring Consulting Services for the UUD X1A (Crest Canyon) Project

Dear Mr. Boyd:

HELIX Environmental Planning, Inc. (HELIX) is submitting this proposal (Proposal) to the City of Del Mar Public Works Department (Client) to provide environmental monitoring consulting services for the UUD X1A (Crest Canyon) Project (project) located in the City of Del Mar (City), San Diego County (County), California. This Proposal provides a Scope of Services under our existing Professional Services Agreement for As-Needed Environmental Consulting Services (Contract) dated October 1, 2021.

SCOPE OF SERVICES

Task 1: Archaeological and Native American Monitoring

HELIX will provide archaeological and Native American monitoring for the project. The proposed scope of work is as follows: attend a pre-construction meeting to explain the requirements of the monitoring program; provide an archaeological and Native American monitor for all trenching activities in soils with a potential for containing cultural material (e.g., not modern fill or formational material) along San Dieguito Drive, immediately adjacent to the lagoon; project scheduling, subconsultant coordination, and other general project coordination tasks; and prepare a report documenting the methods and results of the monitoring program for submittal to the City. For budgeting purposes, it is assumed that 2,200 feet of trench will require monitoring for an estimated 44 days of monitoring, based on an assumption of approximately 50 feet of pipeline trenched per day. A 6-hour day is assumed for the archaeological and Native American monitors, which assumes ground disturbances to be occurring for approximately 4 to 5 hours each day and one additional hour to account for travel time and daily notes. As a subcontractor to HELIX, Red Tail Environmental will provide Native American cultural monitoring.

In the event that previously unidentified archaeological or tribal cultural resources are discovered, the qualified archaeologist and the Native American monitor shall have the authority to temporarily divert

or temporarily halt ground disturbance operations in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored trenching can proceed.

Task 2: Biological Construction Monitoring

Under this task, HELIX shall conduct weekly construction monitoring to monitor environmental compliance and help ensure the project construction operating procedures and BMPs are implemented and maintained, as described in the *Biological Resources Letter Report* (BRL) prepared for the project (Busby Biological Services, 2021).

HELIX will prepare a Worker's Education Awareness Program (WEAP) brochure and provide the PDF file and up to 20 hard copies to Client for distribution to project personnel. HELIX will attend one pre-construction meeting to present the WEAP training. The WEAP brochure will contain biological information and photographs of the sensitive biological resources on the project site. It will also contain a summary of the general restrictions during construction, requirements before commencing and after work finishes each day, and contact information for biological and cultural monitors, as well as the Designated Biologist. HELIX assumes Client will provide the WEAP brochure to project personnel who miss the pre-construction meeting.

Biological monitoring will occur during vegetation trimming and removal, and construction activities within sensitive habitats of the San Dieguito Lagoon and Crest Canyon Open Space. For cost estimate purposes, a 44-week construction monitoring period has been assumed with weekly monitoring visits for a total of up to 230 hours of Biologist III time, for attending a pre-construction meeting and ongoing biological construction monitoring. Following construction, the qualified biologist shall survey the project work areas to verify that authorized limits of work were not exceeded. Any issues with compliance will be shared with the City and the construction contractor by email following the visit. Following the completion of construction, a brief post-construction letter report documenting biological monitoring during the project will be submitted via email to the City.

Task 3 Post-Construction Monitoring and Reporting Plan

A HELIX biologist with experience in the restoration of salt marsh and southern willow scrub habitats will prepare a post-construction monitoring and reporting plan to document and monitor sensitive biological resources temporarily impacted by project activities at the six poles covered by the Coastal Development Permit De Minimis Waiver. The plan will estimate impacts expected during construction and describe the methods to document site conditions before construction, within 30 days after construction, and approximately one year after construction to confirm revegetation of at least 90 percent of the pre-impact native cover in areas impacted by pole removal and/or other project-related activities. HELIX will submit the draft plan to the City via email in Word and PDF format, make one round of revisions per City comments, and submit the final plan to the City via email. Additional revisions would require a contract augment.

Due to the small size of the impact areas and the non-invasive nature of the impacts, HELIX assumes that native plant hydroseeding to be installed by the contractor as part of the project design will be sufficient for restoration without adding container plantings or temporary irrigation. HELIX could

perform additional seeding, planting, or other landscape installation or maintenance work under a contract augment if required.

This task also includes monitoring and reporting under the plan. Under this task, HELIX will conduct up to nine monitoring visits, including visits pre-construction, post-construction, during seeding, and periodic visits during the one-year monitoring period. Monitoring will include quantitative sampling of percent cover at the beginning and end of the monitoring period. Photos will be taken before and after construction and at the end of the monitoring period. HELIX will prepare a final report within 45 days after the end of the one-year monitoring period to document the recovery of temporarily impacted areas. HELIX will submit the draft plan to the City via email in Word and PDF format, make one round of revisions per City comments, and submit the final plan to the City via email. Additional monitoring or revisions would require a contract augment.

Task 4 (Optional) Pre-construction Nesting Bird Survey

If avoidance of the bird breeding/nesting season (February 1 through August 31) is not feasible, then a qualified HELIX biologist will conduct a pre-construction survey within seven days before the start of work to search for nesting birds within project work areas and the surrounding 300 feet, where feasible. If the surveys conclude no active nesting, the work may resume as planned. If project activities are delayed or suspended for more than seven days during the breeding season, surveys shall be repeated prior to re-initiating work. If results of a bird survey identify active nesting birds within or adjacent to project work areas, an appropriate nest buffer (i.e., work avoidance area) shall be established by the qualified biologist, and if feasible, fenced or demarcated to restrict access in the buffer. Buffer distances may include, but shall not be restricted to, 25 feet around nests of common, non-listed birds and 300 feet around nests of sensitive, listed birds. Each of these buffers may be reduced, if appropriate, and as directed by a qualified biologist. The reduction in no-work buffers shall be approved by the City before implementation. Each nest avoidance buffer zone shall not be disturbed until a qualified biologist has determined that the young have fledged, or the nest has otherwise become inactive. HELIX will provide the Client with a memo documenting the results of the nesting bird survey. Two nesting bird surveys are assumed in case of project delays. If additional surveys are needed, an augment will be required.

Task 5 (Optional) Noise Monitoring

If construction activities (i.e., those potentially exceeding 60dBa hourly average, such as trenching, excavating, paving, etc.) adjacent to the San Dieguito Lagoon and Crest Canyon Open Space are not completed before the breeding season for coastal California gnatcatcher (March 1 through August 30), light-footed Ridgway's rail (April 1 through August 31), and Belding's savannah sparrow (February 15 through June 30), and these species are found present during the preconstruction surveys, then appropriate noise attenuation measures shall be implemented to reduce construction noise levels at the edge of occupied habitat. Noise levels shall be recorded by a qualified noise specialist, and intermittent monitoring shall be conducted by a qualified biologist to ensure project-generated noise does not exceed 60dBa hourly average unless ambient noises exceed 60dBa for which construction can proceed up to the ambient noise level. This task assumes the equivalent of up to 12 hours of Senior Noise

Specialist and 20 hours of Biologist III time; additional noise monitoring work would require a contract augment.

SCHEDULE

HELIX will continue to work with the Client in a timely and professional manner in accordance with the original Contract. Commencement of schedule is dependent on task order authorization.

COST ESTIMATE AND PAYMENT PROCEDURES

HELIX submits this cost estimate not to exceed \$123,400 (a breakdown of which is provided below). All work shall be invoiced on a time-and-materials basis and payment terms are pursuant to the Contract.

<u>Task Number</u>	<u>Task Name</u>	<u>Cost</u>
1	Archaeological and Native American Monitoring	\$56,800
2	Biological Construction Monitoring	38,700
3	Post-Construction Monitoring and Reporting Plan	18,300
4	(Optional) Pre-construction Nesting Bird Survey	4,300
5	(Optional) Noise Monitoring	<u>5,300</u>
	TOTAL without Optional Tasks	113,800
	TOTAL with Optional Tasks	\$123,400

ASSUMPTIONS AND ADDITIONAL LIMITATIONS

The following assumptions and limitations are a material component of this Scope of Services.

- Client will provide HELIX with current available digital baseline data and project plans for producing all maps and graphics, which should be submitted in one of the following formats: .dxf, .dwg (AutoCAD), .dgn (Microstation), .shp (ArcView shapefiles), .gdb (ArcGIS geodatabase) or .kmz (Google Earth). In some cases, .pdf files will be acceptable.
- Costs associated with public meetings, biological surveys, and/or permit preparation and processing not specifically described above (“additional work”) are not included within the scope of services required of HELIX under this Agreement.
- Proposal assumes 44 (6-hour) days of monitoring by a HELIX archaeologist and Native American monitor from Red Tail Environmental. If HELIX finds that we can cut back on the monitoring hours and still be confident of not harming cultural resources, we will do so. However, if additional monitoring is required, a contract augment will be needed. We will notify you immediately if monitoring is expected to take longer than anticipated under this scope.
- No archaeological and Native American monitoring will be required for the post-construction monitoring and reporting plan for the removal of six utility poles, per the California Coastal Commission waiver dated May 16, 2025. No ground disturbance for the removal of the poles will take place.

- If cultural material is encountered during monitoring, it will need to be documented and collected; additional excavation or other research may be required, which may result in additional costs. We will notify you immediately if cultural material is encountered.
- If archaeological material is collected, it may need to be curated at the San Diego Archaeological Center at additional cost to Client, and Client will be notified of these costs immediately.

EXECUTION OF TASK ORDER

This quote is good for 30 days from the date of this letter. This Proposal will become a new task order under the Contract upon HELIX's receipt of approval/notice to proceed signed by an authorized representative.

We look forward to continuing our work with you. If you have any questions concerning this Proposal, please call your Project Manager, Shelby Castells or me at (619) 462-1515.

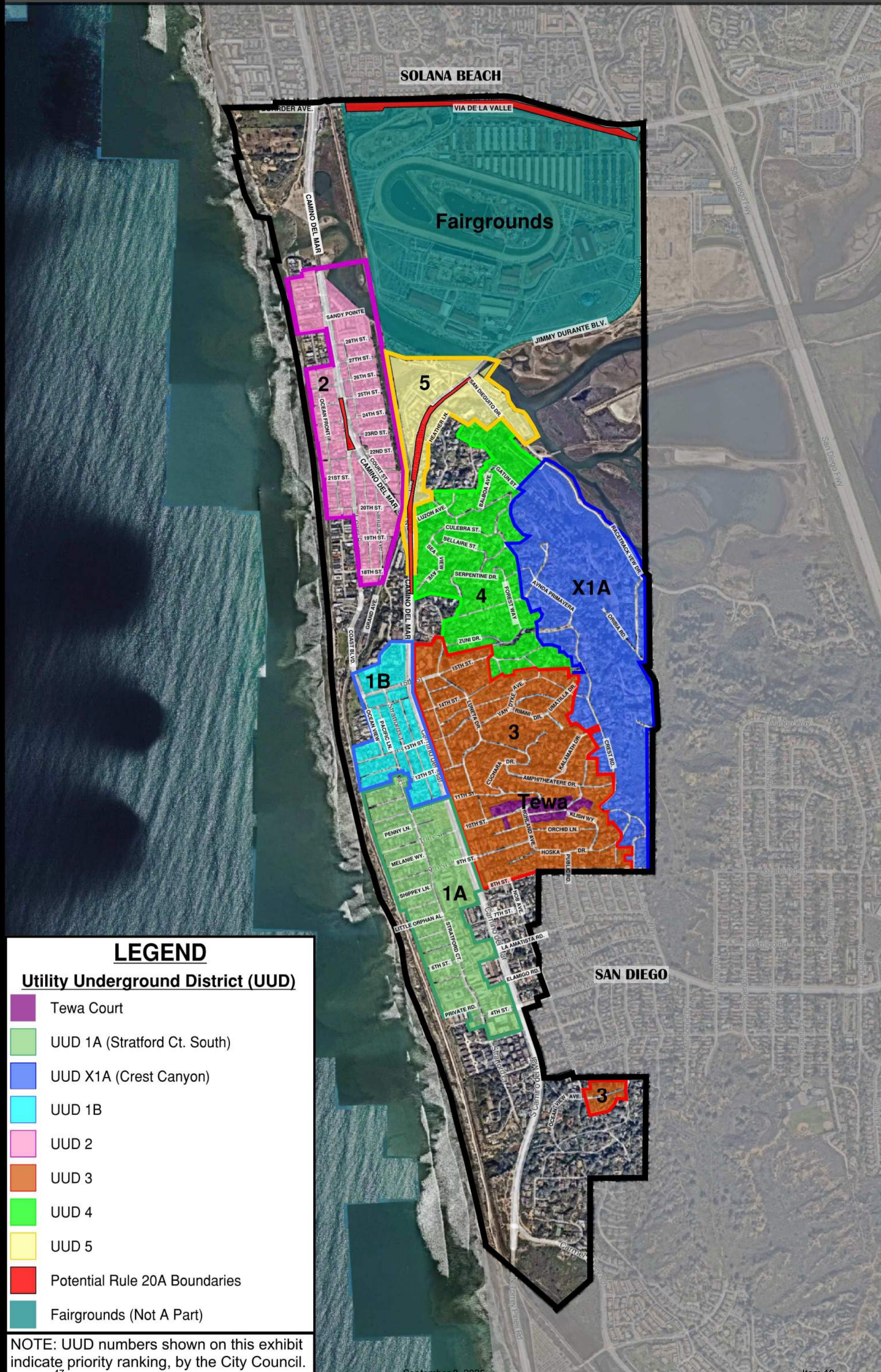
Sincerely,



Stacie Wilson
Cultural Resources Group Manager

Citywide Utility Undergrounding Map

ATTACHMENT E



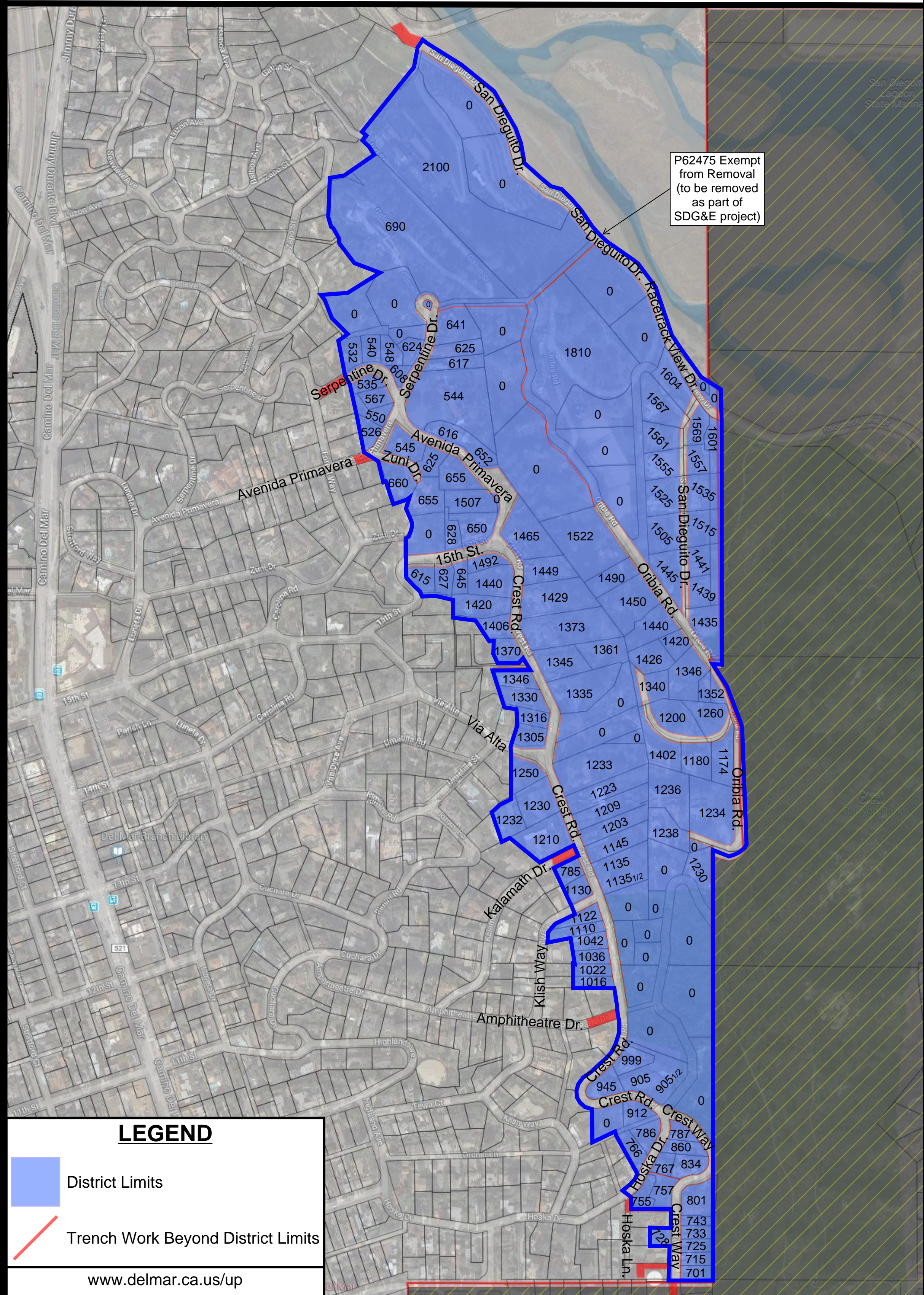
LEGEND

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 (UUD X1A) - Crest Canyon



P62475 Exempt from Removal
(to be removed as part of SDG&E project)

LEGEND



District Limits



Trench Work Beyond District Limits

www.delmar.ca.us/up





TRI-GROUP
Construction and Development, Inc.
Lic. No. 792159

August 27, 2025

Send via email to mboyd@delmar.ca.us

Sept. 2, 2025, (updated)

Send via email to mboyd@delmar.ca.us

**Martin Boyd, Principal Engineer
City of Del Mar
1050 Camino Del Mar
Del Mar CA 92014**

**Project: CREST CANYON CONVERSION (UD X1A) DEL MAR
UNDERGROUNDING PROJECT**

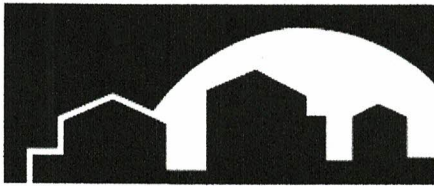
**Subject: BID WITHDRAWAL per INFORMATION AND INSTRUCTIONS FOR
BIDDERS**

As per Subsection “RELIEF OF BIDDER” of the INFORMATION AND INSTRUCTIONS FOR BIDDERS on page B1-5 of the Project Specifications, Tri-Group Construction and Development, Inc. (Tri-Group) submitted to the City of Del Mar (City) on August 27, 2025, the 1st day after Bid date of August 27, 2025, a formal bid withdrawal due to a clerical error, and updated today, Sept. 2, 2025, the 3rd day after the bid opening date.

Due to the bid difference between Tri-Group’s Base Bid and the 2nd lowest Base Bid of about 18%, Tri-Group was required per our bonding company’s request, to re-examine our bid estimate for clerical errors. After full examination of our bid, we found a clerical error explained below.

Explanation of the Clerical Error:

While adding up our subcontractor’s, HP Communication’s itemized total (see attached), on a solely human clerical error, Tri-Group staff plugged in \$5,000 LS for item No. 13 (\$4,340 + \$660 for GC’s markup) instead of the correct amount of \$5,000,000 LS (4,340,000 + \$660,000 for GC’s markup), an error of a difference of \$4,995,000 Please be assured that this error was unintentional and 100% a human error.



TRI-GROUP
Construction and Development, Inc.
Lic. No. 792159

We have forwarded HP Communication's email dated August 26, 2025, that represents their formal sub-bid to Tri-Group for their items and scope of work, including item No. 13.

Our total *base bid* would have totaled \$11,016,860.00 instead of \$6,021,860.00, if it had been completed correctly without the clerical error. The large amount of the error would cause hardship on Tri-Group to absorb.

Tri-Group is regrettably and formally withdrawing our bid for the subject project due to the above-mentioned clerical error.

Please contact our office at 858-689-0058 for any questions regarding this matter.

Sincerely,

**Hani Assi
Vice President & Secretary of Corporation**



Hani Assi <hani@trigroupinc.com>

Crest Canyon Conversion (UUD X1A) Del Mar Undergrounding Project

Tom Studdard <Tom.Studdard@hpcomminc.com>

Tue, Aug 26, 2025 at 7:15 AM

To: Hani Assi <hani@trigroupinc.com>

Cc: Tobias Anderson <Tobias.Anderson@hpcomminc.com>, Mike Costello <Mike.Costello@hpcomminc.com>

Good morning Hani. Here is the quote for our portion of the work you would like us to do. I also adding paving in case you would like for us to handle it all and you don't need to look for a second sub for it. Let me know if you need us to give you a price for the full street paving as well.

Thanks,

**Thomas Studdard***Project Manager**San Diego***HP Communications, Inc.****C: 951-591-1945**

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

I/We agree to construct the City of Del Mar Crest Canyon Conversion (UUD X1A) Project, for the price listed on this proposal sheet.

BASE BID SCHEDULE "A" (CREST CANYON CONVERSION – UUD X1A)

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
GENERAL					
1	MOBILIZATION/DEMOBILIZATION	1	LS	\$10,000.00	\$10,000.00
2	PREPARE TRAFFIC CONTROL PLANS, INSTALL AND MAINTAIN TRAFFIC CONTROL	1	LS		
3	CONSTRUCTION STAGING	1	LS		
4	STORM WATER POLLUTION PREVENTION AND EROSION CONTROL BMPS	1	LS		
5	POTHOLING	1	LS	\$387,000.00	\$387,000.00
6	CONSTRUCTION SURVEY AND SURVEY MONUMENT PRESERVATION	1	LS		
7	PROTECED TREE SPECIES PROTECTION FENCING AND SIGNAGE	1	LS		
8	AS-BUILT DRAWINGS	1	LS	\$5,000.00	\$5,000.00
9	CLEARING AND GRUBBING AND DEMOLITION	1	LS		
10	REMOVE AND REINSTALL TRAFFIC SIGN	3	EA		
11	REMOVE AND REINSTALL MAILBOX	2	EA		
DRY UTILITY					
12	EXCAVATE TO LOCATE AND INTERCEPT EXISTING CONDUITS	1	LS	\$247,500.00	\$247,500.00
13	JOINT TRENCH EXCAVATION AND BACKFILL	1	LS	\$4,340,000	\$4,340,000
14	INSTALL DB 2" CONDUITS	1	LS	\$2,000.00	\$2,000.00
15	INSTALL DB 3" CONDUITS	1	LS	\$62,000.00	\$62,000.00
16	INSTALL DB 4" CONDUITS	1	LS	\$62,000.00	\$62,000.00

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
17	INSTALL DB 5" CONDUITS	1	LS		
18	INSTALL 3309 HANDHOLES	6	EA	\$900.00	\$5,400.00
19	INSTALL 3313 HANDHOLES	28	EA	\$2,500.00	\$70,000.00
20	INSTALL 3314 HANDHOLES	7	EA	\$5,000.00	\$35,000.00
21	INSTALL 3315 HANDHOLES	9	EA	\$6,000.00	\$54,000.00
22	INSTALL 3316 HANDHOLES	1	EA	\$7,500.00	\$7,500.00
23	CONSTRUCT 3421 TRANSFORMER PADS	22	EA	\$1,950.00	\$42,900.00
24	INSTALL 2" AT&T CONDUIT	1	LS	\$7,374.00	\$7,374.00
25	INSTALL 4" AT&T TYPE C RIGID CONDUIT	1	LS	\$49,362.00	\$49,362.00
26	INSTALL 2'X3' AT&T HANDHOLE	31	EA	\$900.00	\$27,900.00
27	INSTALL 2'X3'X3' AT&T HANDHOLE TRAFFIC RATED	22	EA	\$1,100.00	\$24,200.00
28	INSTALL 30"X48" AT&T HANDHOLE	5	EA	1,250.00	\$6,250.00
29	INSTALL 30" x 48" AT&T HANDHOLE TRAFFIC RATED WITH 3-ROD TGB	7	EA	\$1,500.00	\$10,500.00
30	INSTALL AT&T CMPH PEDESTAL	2	EA	\$300.00	\$600.00
31	INSTALL AT&T CHRISTY BOXES TRAFFIC RATED	15	EA	\$225.00	\$3,375.00
32	INSTALL AT&T CHRISTY BOXES NON-TRAFFIC RATED	24	EA	\$190.00	\$4,560.00
33	INSTALL 2" CHARTER CONDUIT	1	LS	\$68,596.00	\$68,596.00
34	INSTALL 3" CHARTER CONDUIT	1	LS	\$3,594.00	\$3,594.00
35	INSTALL CHARTER 9" X 20" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	14	EA	\$200.00	\$2,800.00
36	INSTALL CHARTER 10" X 12" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	5	EA	\$225.00	\$1,125.00
37	INSTALL CHARTER 12" X 22" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	27	EA	\$275.00	\$7,425.00
38	INSTALL CHARTER 14" X 20" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	15	EA	\$350.00	\$5,250.00

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
39	INSTALL CHARTER 2' X 3' VAULTS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	1	EA	\$900.00	\$900.00
40	INSTALL 17"X30" CHARTER VAULTS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	8	EA	\$625.00	\$5,000.00
41	INSTALL 2" CROWN CASTLE CONDUIT (EXCLUDES MATERIAL FURNISHED BY OTHERS)	1	LS	\$10,200.00	\$10,200.00
42	INSTALL 2'X3' MARTIN BRAND 20 K RATED PULL BOX WITH "CROWN CASTLE FOC" STAMP (EXCLUDES MATERIAL FURNISHED BY OTHERS)	6	EA	\$900.00	\$5,400.00
43	INSTALL LATERAL TRENCH AND CONDUIT AT CREST RESERVOIR	1	LS	\$27,000.00	\$27,000.00
44	STONE VENEER RETAINING WALLS	280	SF		
SURFACE IMPROVEMENTS					
45	TRENCH RESURFACING PER SDRSD G-24A AND G-24B	1	LS	\$810,000.00	\$810,000.00
46	1.5 INCH ASPHALT PAVEMENT GRIND AND OVERLAY AND BERM INSTALL NEAR 1305 CREST RD.	1	LS		
47	REPLACE AC DIKE PER SDRSD G-5	144	LF		
48	REPLACE IN KIND CONCRETE DRIVEWAYS	48	SF		
49	REPLACE CROSS GUTTER PER SDRSD G-12	128	SF		
50	PAVEMENT STRIPING, MARKINGS, AND MARKERS	1	LS		
51	BOLLARDS PER SDRSD WM-04	43	EA		
LANDSCAPING					
52	IRRIGATION REPAIRS	1	LS		
53	HYDROSEED MIX APPLICATION IN ALL DISTURBED LANDSCAPE AREAS	1	LS		
BASED BID SCHEDULE "A" TOTAL					

BID SCHEDULE "A" (BASE BID)

Bid Items (SCHEDULE A) in Numbers = _____

Bid Items (SCHEDULE A) in Words: _____ Dollars

and _____ Cents

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

BID SCHEDULE "B" (SAN DIEGUITO DRIVE IMPROVEMENTS) (ALTERNATE NO. 1)

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
GENERAL					
1.1	MOBILIZATION, DEMOBILIZATION AND CLEANUP	1	LS		
1.2	CLEARING AND GRUBBING AND DEMOLITION	1	LS		
1.3	TRAFFIC CONTROL IMPLEMENTATION	1	LS		
1.4	CONSTRUCTION STAGING	1	LS		
1.5	STORM WATER POLLUTION PREVENTION AND EROSION CONTROL BMPS	1	LS		
1.6	CONSTRUCTION SURVEY STAKING	1	LS		
1.7	RECORD DRAWINGS (AS-BUILTS)	1	LS		
REMOVALS, RELOCATIONS, AND ADJUSTMENTS IMPROVEMENTS					
1.8	FULL DEPTH AC REMOVAL (9.5 INCHES MINIMUM)	20,163	SF		
1.9	REMOVE AND REINSTALL MAILBOX	8	EA		
1.10	REMOVE EXISTING AC BERM / DIKE / CURB	40	LF		
1.11	REMOVE AND REINSTALL WOODEN FENCE	100	LF		
1.12	REMOVE AND REINSTALL METAL FENCE	40	LF		
1.13	REMOVE AND REINSTALL LANDSCAPING BLOCK WALL	140	LF		
1.14	REMOVE STORM DRAIN CURB INLET STRUCTURE	1	EA		
1.15	ADJUST WATER VALVE TO FINISH GRADE	4	EA		
1.16	ADJUST WATER METER BOX TO FINISH GRADE	7	EA		
1.17	RELOCATE WATER METER	1	EA		
1.18	ADJUST GAS VALVE TO FINISH GRADE	2	EA		
1.19	IRRIGATION RELOCATION	1	LS		

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
1.20	MISCELLANEOUS LANDSCAPING REPLACEMENTS	1	LS		
EARTHWORK					
1.21	SITE GRADING (EXPORT)	220	CY		
1.22	REMEDIAL GRADING	1,194	CY		
SURFACE IMPROVEMENTS					
1.23	ASPHALT CONCRETE (AC) PAVEMENT	453	TN		
1.24	AGGREGATE BASE (AB)	375	CY		
1.25	GRAVEL PARKING AREA (4" THICK)	1,924	SF		
1.26	ROLLED CURB AND GUTTER, TYPE A, PER SDRSD G-4A	1,697	LF		
1.27	RESIDENTIAL CONCRETE DRIVEWAY	678	SF		
1.28	ASPHALT CONCRETE DRIVEWAY	1,505	SF		
1.29	CURB AND GUTTER, TYPE G, PER SDRSD G-02	75	LF		
1.30	CURB AND GUTTER, TYPE H, PER SDRSD G-02	235	LF		
1.31	6 INCH CURB PER SDRSD G-01	64	LF		
1.32	MASONRY RETAINING WALL, TYPE 6, PER SDRSD C-06	133	SF		
DRAINAGE IMPROVEMENTS					
1.33	18 INCH RCP STORM DRAIN	16	LF		
1.34	24 INCH RCP STORM DRAIN	41	LF		
1.35	12 INCH PVC PIPE	112	LF		
1.36	CURB INLET, TYPE C, PER SDRSD D-03A/B	2	EA		
1.37	MODULAR WETLAND	2	EA		

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
1.38	SPLASH PAD	1	EA		
TRAFFIC IMPROVEMENTS					
1.39	TRAFFIC SIGN AND POST	9	EA		
1.40	PAVEMENT STRIPING, MARKINGS, AND MARKERS	1	LS		
LANDSCAPING					
1.41	HYDROSEED	1	LS		
BID SCHEDULE "B" (ALTERNATE NO. 1) TOTAL					

BID SCHEDULE "B" (ALTERNATE NO. 1)

Bid Items (SCHEDULE B) in Numbers = _____

Bid Items (SCHEDULE B) in Words: _____ Dollars

and _____ Cents

T C CONSTRUCTION COMPANY, INC.



PROJECT SPECIFICATIONS

for

CREST CANYON CONVERSION (UUD X1A)

DEL MAR UNDERGROUNDING PROJECT

CITY OF DEL MAR

CALIFORNIA

JULY 7, 2025

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

PROPOSAL SUBMITTED BY:

Name of Bidder T C Construction Company, Inc.
Business Address 10540 Prospect Ave Santee CA 92071

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 fifteen (15) 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 fifteen (15) 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 nonresponsive 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 bid; 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 bid shall also constitute an endorsement and execution of those certificates and attachments which are a part of this bid.

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).

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

I/We agree to construct the City of Del Mar Crest Canyon Conversion (UUD X1A) Project, for the price listed on this proposal sheet.

BASE BID SCHEDULE "A" (CREST CANYON CONVERSION – UUD X1A)

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
GENERAL					
1	MOBILIZATION/DEMObILIZATION	1	LS	290,000.00	290,000.00
2	PREPARE TRAFFIC CONTROL PLANS, INSTALL AND MAINTAIN TRAFFIC CONTROL	1	LS	200,000.00	200,000.00
3	CONSTRUCTION STAGING	1	LS	50,000.00	50,000.00
4	STORM WATER POLLUTION PREVENTION AND EROSION CONTROL BMPS	1	LS	200,000.00	200,000.00
5	POTHOLING	1	LS	260,000.00	260,000.00
6	CONSTRUCTION SURVEY AND SURVEY MONUMENT PRESERVATION	1	LS	150,000.00	150,000.00
7	PROTECED TREE SPECIES PROTECTION FENCING AND SIGNAGE	1	LS	90,000.00	90,000.00
8	AS-BUILT DRAWINGS	1	LS	5,000.00	5,000.00
9	CLEARING AND GRUBBING AND DEMOLITION	1	LS	50,000.00	50,000.00
10	REMOVE AND REINSTALL TRAFFIC SIGN	3	EA	1,000.00	3,000.00
11	REMOVE AND REINSTALL MAILBOX	2	EA	1,000.00	2,000.00
DRY UTILITY					
12	EXCAVATE TO LOCATE AND INTERCEPT EXISTING CONDUITS	1	LS	220,000.00	220,000.00
13	JOINT TRENCH EXCAVATION AND BACKFILL	1	LS	3,175,000.00	3,175,000.00
14	INSTALL DB 2" CONDUITS	1	LS	400.00	400.00
15	INSTALL DB 3" CONDUITS	1	LS	46,000.00	46,000.00
16	INSTALL DB 4" CONDUITS	1	LS	95,000.00	95,000.00

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
17	INSTALL DB 5" CONDUITS	1	LS	1,500.00	1,500.00
18	INSTALL 3309 HANDHOLES	6	EA	1,500.00	9,000.00
19	INSTALL 3313 HANDHOLES	28	EA	4,200.00	117,600.00
20	INSTALL 3314 HANDHOLES	7	EA	16,000.00	112,000.00
21	INSTALL 3315 HANDHOLES	9	EA	19,000.00	171,000.00
22	INSTALL 3316 HANDHOLES	1	EA	59,000.00	59,000.00
23	CONSTRUCT 3421 TRANSFORMER PADS	22	EA	750.00	16,500.00
24	INSTALL 2" AT&T CONDUIT	1	LS	29,000.00	29,000.00
25	INSTALL 4" AT&T TYPE C RIGID CONDUIT	1	LS	125,000.00	125,000.00
26	INSTALL 2'X3' AT&T HANDHOLE	31	EA	3,900	120,900.00
27	INSTALL 2'X3'X3' AT&T HANDHOLE TRAFFIC RATED	22	EA	4,500.00	99,000.00
28	INSTALL 30"X48" AT&T HANDHOLE	5	EA	4,500.00	22,500.00
29	INSTALL 30" x 48" AT&T HANDHOLE TRAFFIC RATED WITH 3-ROD TGB	7	EA	8,600.00	60,200.00
30	INSTALL AT&T CMPH PEDESTAL	2	EA	1,000.00	2,000.00
31	INSTALL AT&T CHRISTY BOXES TRAFFIC RATED	15	EA	2,000.00	30,000.00
32	INSTALL AT&T CHRISTY BOXES NON-TRAFFIC RATED	24	EA	2,200.00	52,800.00
33	INSTALL 2" CHARTER CONDUIT	1	LS	77,000.00	77,000.00
34	INSTALL 3" CHARTER CONDUIT	1	LS	24,000.00	24,000.00
35	INSTALL CHARTER 9" X 20" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	14	EA	375.00	5,250.00
36	INSTALL CHARTER 10" X 12" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	5	EA	375.00	1,875.00
37	INSTALL CHARTER 12" X 22" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	27	EA	375.00	10,125.00
38	INSTALL CHARTER 14" X 20" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	15	EA	375.00	5,625.00

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
39	INSTALL CHARTER 2' X 3' VAULTS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	1	EA	750.00	750.00
40	INSTALL 17"X30" CHARTER VAULTS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	8	EA	550.00	4,400.00
41	INSTALL 2" CROWN CASTLE CONDUIT (EXCLUDES MATERIAL FURNISHED BY OTHERS)	1	LS	10,000.00	10,000.00
42	INSTALL 2'X3' MARTIN BRAND 20 K RATED PULL BOX WITH "CROWN CASTLE FOC" STAMP (EXCLUDES MATERIAL FURNISHED BY OTHERS)	6	EA	1,599.16	9,594.96
43	INSTALL LATERAL TRENCH AND CONDUIT AT CREST RESERVOIR	1	LS	50,000.00	50,000.00
44	STONE VENEER RETAINING WALLS	280	SF	675.00	189,000.00
SURFACE IMPROVEMENTS					
45	TRENCH RESURFACING PER SDRSD G-24A AND G-24B	1	LS	600,000.00	600,000.00
46	1.5 INCH ASPHALT PAVEMENT GRIND AND OVERLAY AND BERM INSTALL NEAR 1305 CREST RD.	1	LS	15,000.00	15,000.00
47	REPLACE AC DIKE PER SDRSD G-5	144	LF	50.00	7,200.00
48	REPLACE IN KIND CONCRETE DRIVEWAYS	48	SF	200.00	9,600.00
49	REPLACE CROSS GUTTER PER SDRSD G-12	128	SF	175.00	22,400.00
50	PAVEMENT STRIPING, MARKINGS, AND MARKERS	1	LS	15,000.00	15,000.00
51	BOLLARDS PER SDRSD WM-04	43	EA	850.00	36,550.00
LANDSCAPING					
52	IRRIGATION REPAIRS	1	LS	150,000.00	150,000.00
53	HYDROSEED MIX APPLICATION IN ALL DISTURBED LANDSCAPE AREAS	1	LS	30,000.00	30,000.00
BASED BID SCHEDULE "A" TOTAL					7,128,769.96

BID SCHEDULE "A" (BASE BID)

Bid Items (SCHEDULE A) in Numbers = 7,128,769.96

Bid Items (SCHEDULE A) in Words: Seven Million, one-hundred and Twenty-Eight Thousand, ^{seven hundred and} Dollars ^{Ninety-Six}

and Ninety-Six Cents

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

BID SCHEDULE "B" (SAN DIEGUITO DRIVE IMPROVEMENTS) (ALTERNATE NO. 1)

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
GENERAL					
1.1	MOBILIZATION, DEMOBILIZATION AND CLEANUP	1	LS	160,000.00	160,000.00
1.2	CLEARING AND GRUBBING AND DEMOLITION	1	LS	325,000.00	325,000.00
1.3	TRAFFIC CONTROL IMPLEMENTATION	1	LS	175,000.00	175,000.00
1.4	CONSTRUCTION STAGING	1	LS	20,000.00	20,000.00
1.5	STORM WATER POLLUTION PREVENTION AND EROSION CONTROL BMPS	1	LS	50,000.00	50,000.00
1.6	CONSTRUCTION SURVEY STAKING	1	LS	80,000.00	80,000.00
1.7	RECORD DRAWINGS (AS-BUILTS)	1	LS	5,000.00	5,000.00
REMOVALS, RELOCATIONS, AND ADJUSTMENTS IMPROVEMENTS					
1.8	FULL DEPTH AC REMOVAL (9.5 INCHES MINIMUM)	20,163	SF	2.50	50,407.50
1.9	REMOVE AND REINSTALL MAILBOX	8	EA	1,000.00	8,000.00
1.10	REMOVE EXISTING AC BERM / DIKE / CURB	40	LF	5.00	200.00
1.11	REMOVE AND REINSTALL WOODEN FENCE	100	LF	95.00	9,500.00
1.12	REMOVE AND REINSTALL METAL FENCE	40	LF	200.00	8,000.00
1.13	REMOVE AND REINSTALL LANDSCAPING BLOCK WALL	140	LF	23.00	3,220.00
1.14	REMOVE STORM DRAIN CURB INLET STRUCTURE	1	EA	4,500.00	4,500.00
1.15	ADJUST WATER VALVE TO FINISH GRADE	4	EA	700.00	2,800.00
1.16	ADJUST WATER METER BOX TO FINISH GRADE	7	EA	600.00	4,200.00
1.17	RELOCATE WATER METER	1	EA	2,500.00	2,500.00
1.18	ADJUST GAS VALVE TO FINISH GRADE	2	EA	700.00	1,400.00
1.19	IRRIGATION RELOCATION	1	LS	2,500.00	2,500.00

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
1.20	MISCELLANEOUS LANDSCAPING REPLACEMENTS	1	LS	15,600.00	15,600.00
EARTHWORK					
1.21	SITE GRADING (EXPORT)	220	CY	95.00	20,900.00
1.22	REMEDIAL GRADING	1,194	CY	60.00	71,640.00
SURFACE IMPROVEMENTS					
1.23	ASPHALT CONCRETE (AC) PAVEMENT	453	TN	240.00	108,720.00
1.24	AGGREGATE BASE (AB)	375	CY	106.00	39,750.00
1.25	GRAVEL PARKING AREA (4" THICK)	1,924	SF	12.00	23,088.00
1.26	ROLLED CURB AND GUTTER, TYPE A, PER SDRSD G-4A	1,697	LF	110.00	186,670.00
1.27	RESIDENTIAL CONCRETE DRIVEWAY	678	SF	60.00	40,680.00
1.28	ASPHALT CONCRETE DRIVEWAY	1,505	SF	45.00	67,725.00
1.29	CURB AND GUTTER, TYPE G, PER SDRSD G-02	75	LF	108.00	8,100.00
1.30	CURB AND GUTTER, TYPE H, PER SDRSD G-02	235	LF	120.00	28,200.00
1.31	6 INCH CURB PER SDRSD G-01	64	LF	85.00	5,440.00
1.32	MASONRY RETAINING WALL, TYPE 6, PER SDRSD C-06	133	SF	550.00	73,150.00
DRAINAGE IMPROVEMENTS					
1.33	18 INCH RCP STORM DRAIN	16	LF	450.00	7,200.00
1.34	24 INCH RCP STORM DRAIN	41	LF	650.00	26,650.00
1.35	12 INCH PVC PIPE	112	LF	200.00	22,400.00
1.36	CURB INLET, TYPE C, PER SDRSD D-03A/B	2	EA	15,000.00	30,000.00
1.37	MODULAR WETLAND	2	EA	55,000.00	110,000.00

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
1.38	SPLASH PAD	1	EA	1,000.00	1,000.00
TRAFFIC IMPROVEMENTS					
1.39	TRAFFIC SIGN AND POST	9	EA	500.00	4,500.00
1.40	PAVEMENT STRIPING, MARKINGS, AND MARKERS	1	LS	10,000.00	10,000.00
LANDSCAPING					
1.41	HYDROSEED	1	LS	12,000.00	12,000.00
BID SCHEDULE "B" (ALTERNATE NO. 1) TOTAL					1,825,040.50

BID SCHEDULE "B" (ALTERNATE NO. 1)

Bid Items (SCHEDULE B) in Numbers = 1,825,040.50

Bid Items (SCHEDULE B) in Words: one million, Eight-hundred and Twenty-Five, and Forty Dollars
and Fifty Cents

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

BID SCHEDULE NOTES:

Payment will be based on actual quantities furnished, installed, or constructed in accordance with the Bid Schedule of Values. **Description of Bid Items included in Technical Provisions.**

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 (ie BASE BID SCHEDULE "A"). The bidder shall set forth for each unit basis item of Work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The City of Del Mar reserves the right to vary the estimated 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 75 days after bid opening.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of Work performed based upon the Schedule of Values.

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.

SUBCONTRACTORS: 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).

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

DESIGNATION OF SUBCONTRACTORS

If no subcontractors are to be employed for the portions of Work described, enter the word "None." If Bidder proposes to subcontract any portion of Work not described below, provide information description labeled "Other." Attach additional sheets if necessary.

Licensed professionals, including engineers, land surveyors, geologists, and geophysicists, acting solely in their professional capacity, are not required to be listed as subcontractors in the subcontractor table.

Description of Work to be Performed	Percent of Total Contract	Subcontractor's Name and Address	Subcontractor's License Number
Concrete Flatwork	2%	H&D Construction	504788
		1369 N. Magnolia El Cajon, CA 92020	

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

GENERAL INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish the requested information for Items 1 through 5. 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 6 through 7 shall be furnished by the low bidder within three days of request by the City.

- (1) Contractor's name and address: _____
T C Construction Company, Inc.

10540 Prospect Ave Santee CA 92071

- (2) Contractor's telephone number: _____ 619-448-4560 _____
- (3) Contractor's license: Primary classification: _____ A, C21 _____
State License No.: _____ 402459 _____ Expiration date: _____ 4-30-27 _____
Supplemental classifications held, if any: _____ N/A _____
- (4) Name of person who inspected site(s) of proposed Work for your firm:
Name: _____ Carlos Perea _____ Date of Inspection: _____ 8-4-25 _____
- (5) Name of the person authorized to sign the Contract:
Name: _____ Austin Cameron _____ Position Title: _____ President _____
Contact email: _____ acameron@tcincsd.com _____ Contact Phone: _____ 619-448-4560 _____
- (6) Upon request, submit the experience resume for the person who will be designated chief construction superintendent.
- (7) Upon request, submit a general description of the plan to accomplish the Work and a proposed schedule.

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

EQUIPMENT/MATERIAL SOURCE INFORMATION

The bidder shall indicate opposite each item of equipment or material listed below, the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the bid. Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection.

Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the bidder. Regardless of the listed Manufacturers/Supplier, all products or equipment to be furnished by the Contractor must conform to all requirements of the Specifications and Drawings. The bidder agrees to provide the listed products under this contract, and, after the opening of proposals, no changes or substitutions will be allowed without written approval of the Owner.

	<u>Equipment/Material</u>	<u>Manufacturer/Supplier</u>
1.	Conduit _____	<u>Claifornia Electric Supply</u>
2.	Vaults _____	<u>Performance Utility Supply</u>
3.	_____ _____	_____ _____
4.	_____ _____	_____ _____
5.	_____ _____	_____ _____
6.	_____ _____	_____ _____
7.	_____ _____	_____ _____

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

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 X

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

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 non-collusion, 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.

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)
County of San Diego)
On August 05, 2025 before me, Ofelia Becerra Hernandez, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Austin Cameron
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Ofelia B.*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: Non-collusion Affidavit
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

GUARANTY/BID BOND

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

T C Construction Company, Inc.

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) The Crest Canyon Conversion (UUD X1A)

Ten Percent of Amount Bid 10% of Bid
Dollars, (\$ _____) 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 4th day of August, 2025.

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

CREST CANYON CONVERSION (UUD X1A)

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.

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

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.

TC Construction Company, Inc. _____

BY:  _____
Austin Cameron, President

Liberty Mutual Insurance Company
BY:  _____
Tara Bacon, Attorney-in-Fact

SEAL

**ATTORNEY-IN-FACT
ACKNOWLEDGMENT OF SURETY**

Please See Attached California All-Purpose Acknowledgment for Surety

STATE OF: _____

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

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)
County of San Diego)

On August 04, 2025 before me, Ofelia Becerra Hernandez, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Austin Cameron
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: Guaranty / Bid Bond
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: _____

ACKNOWLEDGMENT

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

State of California
County of San Diego)

On August 4, 2025 before me, Minna Huovila, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)





POWER OF ATTORNEY

Certificate No: 8213991 - 024019

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

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, Christopher Conte, Dale G. Harshaw, Geoffrey Shelton, John R. Qualin, Lawrence F. McMahon, Lilia De Loera, Maria Hallmark, Minna Huovila, Natassia Kirk-Smith, Ryan Warnock, Sarah Myers, Tara Bacon

all of the city of San Diego 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 6th day of May, 2025.



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

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 6th day of May, 2025 before me personally appeared Nathan J. Zangerle, 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 Plymouth Meeting, 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, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, 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 4th day of August, 2025.



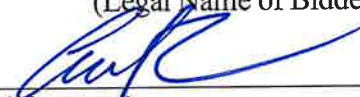
By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

BIDDER'S SIGNATURE CERTIFICATE

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

BIDDER: T C Construction Company, Inc.
(Legal Name of Bidder)

by:  Austin Cameron, President
(Signature) (Title)

Dated August 27th, 2025, at Santee

Business Address: 10540 Prospect Ave Santee CA 92071

Telephone: 619-448-4560

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.



TC Construction Company, Inc.

Building Communities Up
From the Underground

CORPORATE RESOLUTION
(BOARD OF DIRECTORS)


We the undersigned Board of Directors for TC Construction Company, Inc. ("Corporation"), hereby certify that the Corporation is organized and existing under and virtue of the laws of the State of California as a corporation for profit, with its principal office at 10540 Prospect Avenue, Santee, California 92071. We further certify that at a meeting of the Directors of the Corporation, duly called and held on April 2, 2025, at which a quorum was present and voting occurred on the part of said Directors, the following resolution was adopted.

Be it resolved that TC Construction Company, Inc. Employee Stock Ownership Trust ("Trust") is a 100 % shareholder of the Corporation.

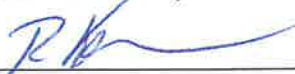
Be it further resolved and ratified that the individuals identified herein have been appointed or continue to act in the following capacities: (1) Miguel Paredes, not in his individual or corporate capacity, but solely as Trustee of the Trust ("Trustee"); (2) Austin Cameron, President; (3) Darren Jason Tharp, Vice President; (4) Chad Cameron, Vice President; (5) Robert Kostyrka, Vice President, and (6) Jack Gieffels, CFO, Secretary and Treasurer.


Be it further resolved that Austin Cameron as President and Jack Gieffels as Secretary have authority to execute any and all contracts, change orders, documents, deeds or any other items required by the Corporation.

EXECUTED in the County of San Diego,
State of California on April 2, 2025.


Austin Cameron, Director


Chad Cameron, Director


Robert Kostyrka, Director


Darren Jason Tharp, Director


Jack Gieffels, Director



OPINION OF PROBABLE COST

City of Del Mar
Crest Canyon X1A
Prepared for: City of Del Mar
March 12, 2025

Item	Description	Quantity	Units	*Unit Cost	Total Cost
GENERAL				1,122,947	
1	MOBILIZATION/DEMobilIZATION	1	LS	365,871	365,871
2	TRAFFIC CONTROL PLANS, INSTALL AND MAINTAIN TRAFFIC CONTROL	1	LS	169,216	169,216
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SURFACE IMPROVEMENTS - GENERAL				527,200	
44	TRENCH RESURFACING PER SDRSD G-24A AND G-24B	35,393	SF	12	424,711
45	REPLACE IN KIND AC DIKE PER SDRSD G-5	144	LF	40	5,760
46	REPLACE IN KIND CONCRETE DRIVEWAY (2 LOCATIONS)	48	SF	55	2,640
47	REPLACE IN KIND CROSS GUTTER PER SDRSD G-12	128	SF	55	7,040
48	PAVEMENT STRIPING, MARKINGS, AND MARKERS	1	LS	36,049	36,049
49	BOLLARDS, PER SDRSD WM-04	51	LS	1,000	51,000
LANDSCAPING				56,460	
50	IRRIGATION REPAIRS	1	LS	16,500	16,500
51	HYDROSEED MIX APPLICATION IN ALL DISTURBED LANDSCAPE AREAS	13,320	SF	3	39,960
Subtotal					7,771,369
Construction Contingency				15%	1,165,705
Total					8,937,074

* Unit Cost = Average from 1A Bid Results

FINAL MINOR ADJUSTMENTS TO BID SCHEDULE NOT CAPTURED ON LATEST COST ESTIMATE.

UUD X1A Estimated Total Project Costs (02-7000-7203)

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

Work Categories	District Formation Budget 7-12-21	Budget as of 10-16-23	UP Update Budget 11-18-24	Pre-Bid Budget 4-21-25	City Contract Award Budget 9-8-25
Pre-Construction Phase - Professional Services					
Utility Specialists - Pre-Construction Services (Includes US, KCM, Fuscoe)	\$663,985	\$731,085	\$893,692	\$910,652	\$910,652
1. City and Agency Coordination	\$27,820	\$45,440	\$56,600	\$56,600	\$56,600
2. District X1A Design	\$542,015	\$591,495	\$717,416	\$722,591	\$722,591
3. Resident Interface and Project Status Tracking	\$56,160	\$56,160	\$81,686	\$87,656	\$87,656
4. Public Bidding Support	\$37,990	\$37,990	\$37,990	\$43,805	\$43,805
City Arborist Review	\$5,000	\$5,000	\$3,525	\$3,525	\$3,525
Environmental Review	\$18,500	\$52,588	\$52,588	\$52,588	\$52,588
Additional Pre-Construction Services	\$7,000	\$7,000	\$5,000	\$5,000	\$5,000
Subtotal for Pre-Construction Professional Services	\$694,485	\$795,673	\$954,805	\$971,765	\$971,765
Utility Companies - Estimates for City Paid Design and Construction Costs					
SDG&E 7-12-21 and 10-16-23 estimated by Staff based on UUD Tewa per LF of overhead and then trench. 11-18-24 estimated by Staff based on UUD 1A per LF of trench. 4-21-25 & 9-8-25 estimate provided by SDG&E.	\$1,324,736	\$1,378,650	\$5,543,229	\$4,888,532	\$3,672,089
AT&T 7-12-21 estimated by Staff based on UUD Tewa. 10-16-23 to current updated based on UUD X1A specific including contingency.	\$993,552	\$223,560	\$238,788	\$238,788	\$238,788
Spectrum/Charter	\$408,793	\$0	\$0	\$0	\$0
Crown Castle	\$0	\$0	\$0	\$0	\$0
Subtotal for Utility Company Costs	\$2,727,081	\$1,602,210	\$5,782,017	\$5,127,320	\$3,910,877
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. 10-16-23 estimate based on UUD Tewa \$344.40/LF of trench. 11-18-24 & 4-21-25 estimate based on engineer's estimate using UUD 1A bids. 9-8-25 based on actual bids.	\$1,344,000	\$4,946,639	\$8,836,700	\$8,937,074	\$7,128,770
Construction Management and Support (18-month construction) 7-12-21 for as needed for duration of construction. 10-16-23 to current for full-time for City construction and as-needed for remainder.	\$240,680	\$624,860	\$624,860	\$687,346	\$663,280
Additional Construction Management Services For any additional professional services during construction (geotechnical / environmental)	\$60,170	\$80,140	\$122,594	\$255,853	\$243,033
Subtotal for Construction Phase	\$1,644,850	\$5,651,639	\$9,584,154	\$9,880,273	\$8,035,083
Project Contingency 10% of Construction Phase Costs at City Contract Award	\$0	\$0	\$1,466,982	\$988,027	\$712,877
Measure Q Credits to CIP Projects					
San Dieguito Drive Improvements Project					\$22,000
Crest Canyon Asphalt Improvements Project					\$23,200
Subtotal for Construction Phase	\$0	\$0	\$0	\$0	\$45,200
Total Project Estimate for UUD X1A	\$5,066,416	\$8,049,522	\$17,787,957	\$16,967,385	\$13,675,802

Item 10: Award of Construction Contract to TC Construction Company, Inc. and Related Actions for Utility Undergrounding District X1A (Crest Canyon)

City Council
September 8, 2025





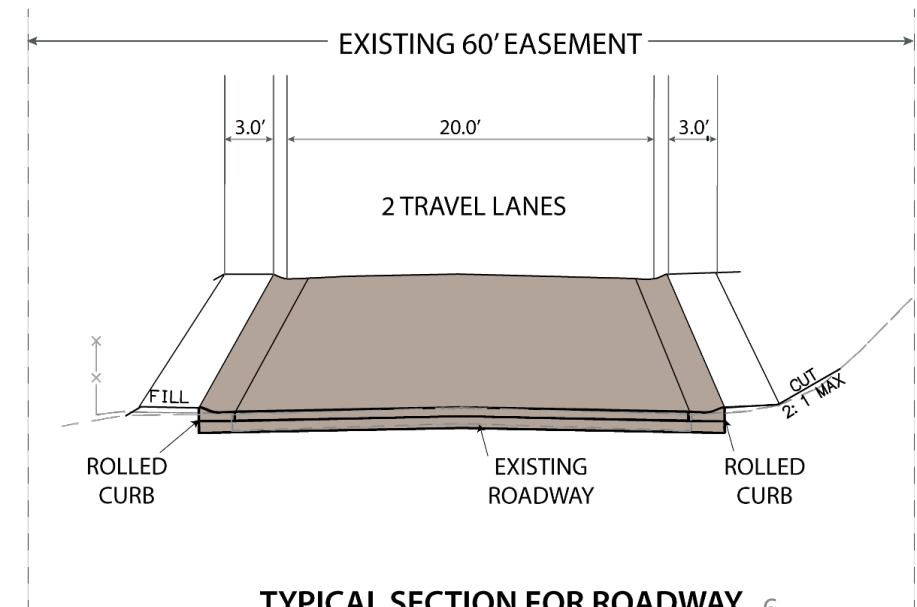
Overview

1. Background
2. Bid Process, Analysis, and Award of Construction Contract and Task Orders
3. Agreements with Utility Companies
4. Project Budget Updates, Project Timeline, and Next Steps
5. Fiscal Impact

Background

San Dieguito Drive Improvements Project

- San Dieguito Drive (1000 feet) extends from Racetrack View Drive to Oribia Road
- June 17, 2024, Assessment District Formed
- Included as an alternate bid item in the Crest Canyon Bid Package.



TYPICAL SECTION FOR ROADWAY 6

N.T.S.

Bid Process, Analysis, and Award of Construction Contract and Task Orders

City Construction Bid Process and Results

Bidder	Base Bid (Crest Canyon)	Alternate Bid (San Dieguito Dr)
TC Construction Company	\$7,128,770	\$1,825,041
Teichert Energy and Utilities Group	\$8,644,467	\$1,825,079
Palm Engineering Construction Company	\$9,884,674	\$2,138,859
W.A. Rasic Construction Company	\$10,967,600	\$1,298,610
A.M. Ortega Construction	\$11,419,126	\$2,490,100
Tri-Group Construction and Development	\$6,021,860	\$2,976,700
	<i>Request to Withdraw</i>	
<i>For Reference: Engineer's Estimate</i>	<i>\$8,930,000</i>	<i>\$934,000^A</i>

^A Staff adjusted the estimate to \$895,000 in the bid documents to reflect anticipated cost savings.

Tri-Group Bid Withdrawal Request

- Tri-Group requested to withdraw its bid due to a \$5 million clerical error on the “Joint Trench and Excavation and Backfill” line item.
- Tri-Group cited significant financial hardship if forced to honor the bid.
- This item is one of the most substantial in the bid with other contractor bids ranging from \$1.4 to \$4.4 million.
- Staff recommends allowing withdrawal under Public Contract Code Section 5103, as the contract has not yet been awarded.
- If approved, the City will release the full amount of their bid bond.
- State law allows bid withdrawal for clerical mistakes without forfeiting bid bond.
- Staff will monitor Tri-Group’s future bids and may consider temporary debarment if similar errors recur.

Award of Contract

- Public Contract Code Section 20162 requires that the City award the contract to the lowest responsive and responsible bidder based on their base bid.
- When a public agency permits a bidder to withdraw its bid due to a mistake, Public Contract Code Section 5106 allows the public agency to award the contract to the next lowest bidder.
- Staff evaluated the second-lowest bidder, **TC Construction Company**, whose base bid was **\$7,128,769.96**, and determined them to be the lowest responsive and responsible bidder after the withdrawal.

San Dieguito Drive Improvements – Alternate Bid

- Included as Alternate Bid in Crest Canyon project with \$934,000 engineer's estimate.
- Submitted bids ranged from \$1.3M to \$3.0M with TC's alternate bid of \$1.8M
- Awarding TC's bid would put the project ~\$1M over the estimated budget.
- Staff does not recommend awarding the alternate bid.
- Re-bid San Dieguito Drive separately for better pricing and broader contractor pool.
- Based solely on alternate bids, the construction cost could be \$1.3M to \$1.4M.
- The final bid amount will be determined by market conditions.
- Bidding and construction to follow completion of Work Zone 1 likely Summer 2026.

City Construction Costs for Crest Canyon (X1A)

Items	Costs
Construction (T C Construction Company)	\$7,128,770
Construction Management (Utility Specialists)	\$663,280
Geotechnical Services (NOVA)	\$119,633
Environmental Monitoring (Helix)	\$123,400
Project Contingency (10%)	\$712,877
Total City Construction Costs	\$8,747,960

City Construction Bidding Analysis

	Tewa Ct	UUD 1A	UUD X1A
# of Bids	3	5	6
Cost Estimate	\$238,000	\$3,043,000	\$8,930,000
Low Bid	\$447,400	\$4,717,395	\$7,128,770 ^B
Average Bids (All)	\$690,565	\$5,392,860 ^A	\$9,608,927 ^B
%Diff (Low)	+88%	+55%	-20%
%Diff (Average)	+190%	+100%	+8%

^A The outlier bid has been removed from the dataset.

^B The bid requested for withdrawal has been removed from the dataset.

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, cable poles, service cutovers, overhead and pole removals, and engineering fees
- The City is responsible for trenching and installation of conduit and substructures.
- SDG&E provided the City with an estimate of \$3.7 million on June 2, 2025 for costs associated with their work.
- SDG&E has just completed its bidding process and obtained fixed bids with final costs coming in below the previous estimate.
- A final reconciliation invoice is provided based on the actual costs after construction.
- Staff will return to City Council on September 22nd with the SDG&E cost agreement and initial estimate invoice for Crest Canyon.

Telecommunications 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 \$217,080 for these services as part of UUD X1A.
- 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.

Project Budget Updates, Project Timeline, and Next Steps

Project Budget Updates

- Crest Canyon (X1A) is now estimated to be **\$13.68M** based on the latest City construction bid, which is reduction of \$2.07M from the pre-bid cost estimate of \$15.75M.
- The City construction bid has a cost per linear foot of joint trench of **\$364**, which is a reduction from \$434 and \$437 for Tewa and Stratford Court South (1A) respectively.
- SDG&E has just completed its bidding process and obtained fixed bids with final costs coming in below the previous estimate of \$3.67M. To be discussed September 22nd.
- \$13,670 development in-lieu funds on Crest Road.
- Measure Q Credits for the San Dieguito Drive Improvements Project and the Crest Canyon Asphalt Improvements Project.

Project Timeline & Next Steps

- **9/22/25** – City Council consideration of final IBank loan amount and SDG&E Crest Canyon Cost Agreement
- **10/2025 thru 10/2026** – Anticipated City construction period for Crest Canyon
- **5/2027** – Anticipated timing for Crest Canyon full construction completion.



Property Owner Easements and SCADA Pole

- SDG&E permit to enter form for property owner on Crest Road.
- Spectrum easements for two property owners on Oribia Road.
- SCADA pole on Avenida Primavera



IBank Loan

- June 2, 2025, the Council approved a maximum IBank loan amount of \$11 million.
- July 23, 2025, IBank approved the City's loan application with an interest rate of 3.18%.
- City staff anticipates the recommended final loan amount will be less than \$11 million based on updated cost estimates for both Crest Canyon and Stratford Court North (1B).
- On September 22, 2025, staff will present to Council the updated cash flow modeling and final recommended loan amount.
- Staff is bringing the construction contract to Council in advance of the final loan amount being determined to avoid delays related to the bird nesting season for Crest Canyon.

UPAC Recommendation

- On September 3, 2025, UPAC held a special meeting to receive a presentation from staff regarding the outcome of the bid process.
- UPAC unanimously voted to recommend that the City Council award the contract to TC Construction and proceed with the Crest Canyon project.
- The Committee also expressed support for the Council to proceed timely with finalizing the IBank final loan amount and completing the loan process.

Fiscal Impact

Council approval of the recommended action will award a construction contract and authorize task orders totaling \$8,747,960 for Crest Canyon, and will authorize \$6,886,465 in unexpended funds from the prior year to be carried over to FY 2025-26, which will ensure sufficient funds are available in the project budget to cover these costs. An updated cash flow and detailed total project costs will be presented to the City Council on September 22, 2025.

Requested Action/Recommendation:

1. Approve the withdrawal of the apparent lowest bidder, Tri-Group Construction and Development, due to a clerical error under Public Contract Code 5103;
2. Award a \$7,128,769.96 construction contract to TC Construction Company, Inc. (Attachment A) for the Utility Undergrounding District (UUD) X1A (Crest Canyon) Project;
3. Approve a \$663,280 Task Order with Utility Specialists Southwest, Inc. for Construction Management and Inspection Services (Attachment B);
4. Approve a \$119,633 Task Order with NOVA Services, Inc. for Geotechnical Services (Attachment C);
5. Approve a \$123,400 Task Order with Helix Environmental Planning, Inc. for Environmental Monitoring Services (Attachment D);
6. Approve a 10% project contingency of \$712,877;
7. Authorize the appropriation of \$6,886,465 in unexpended funds from the prior year to be carried over to FY 2025-26 for the Crest Canyon project; and,
8. 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.

Questions & Comments on Utility Undergrounding from Council Member Quirk

September 8, 2025

- Del Mar and other government agencies are trying to legitimately play by the rules regarding construction and contracting, but we are “getting played” by distortions or manipulations in the market that have led to surging costs with little transparency.
- The market/process is either broken or being manipulated.
- Del Mar should consider implementing new policies to create more scrutiny and transparency, with the primary goal to reduce costs.
- Where possible, we should partner with other cities in this effort. This issue is not unique to Del Mar. The City of San Diego has a public audit report highlighting their dissatisfaction with SDG&E and the rapidly increasing costs of undergrounding. They could be a good partner.
- Public surveys indicate immense dissatisfaction with SDG&E:

SDG&E finishes near the bottom of J.D. Power rankings

Two studies looked at responses from more than 155,000 residential customers of electric and natural gas utilities in the U.S.

NEWS

Auditors Flag SDG&E's Soaring Costs to Bury Power Lines

A draft report of the city of San Diego's first audit of its contract with SDG&E highlights known thorns.

- SDG&E’s recent cost estimate of \$2.8 million for the Crest project is not consistent with the pricing for Stratford. There is minimal transparency and justification.
- Based on several key metrics for SDG&E in the table below, the Crest project is only about 35% larger than the Stratford project. Based on \$1.4 million for Stratford, that translates to \$1.9 million for Crest.

	Stratford	Crest	Crest vs Stratford Difference
Laterals	64	85	33%
Poles	56	77	38%
SDG&E Poles Only	56	69	23%
SDG&E Conduit/Cable Length (Feet)	21,345	29,617	39%
Transformers	19	22	16%
SDG&E Cost	1,385,114	2,523,752	
SDG&E Contingency	207,767	252,376	
SDG&E Cost Including Contingency	1,592,881	2,776,128	76%

- At \$10+ million, the Crest undergrounding project is one of the largest projects in Del Mar history. Since this is one of the first undergrounding projects, it also creates precedence for future undergrounding projects.
- It is odd that the project and related details would not come to City Council before the bid went out to bid for construction in early July.
- There are many details about the project that are appropriate for public discussion, particularly the \$8.9 million “probable cost estimate” provided by KCM and created in March 2025.

OPINION OF PROBABLE COST

City of Del Mar
Crest Canyon X1A
Prepared for: City of Del Mar
March 12, 2025

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SURFACE IMPROVEMENTS - GENERAL				527,200	
44	TRENCH RESURFACING PER SDRSD G-24A AND G-24B	35,393	SF	12	424,711
45	REPLACE IN KIND AC DIKE PER SDRSD G-5	144	LF	40	5,760
46	REPLACE IN KIND CONCRETE DRIVEWAY (2 LOCATIONS)	48	SF	55	2,640
47	REPLACE IN KIND CROSS GUTTER PER SDRSD G-12	128	SF	55	7,040
48	PAVEMENT STRIPING, MARKINGS, AND MARKERS	1	LS	36,049	36,049
49	BOLLARDS, PER SDRSD WM-04	51	LS	1,000	51,000
LANDSCAPING				56,460	
50	IRRIGATION REPAIRS	1	LS	16,500	16,500
51	HYDROSEED MIX APPLICATION IN ALL DISTURBED LANDSCAPE AREAS	13,320	SF	3	39,960
Subtotal					7,771,369
Construction Contingency				15%	1,165,705
Total					8,937,074

* Unit Cost = Average from 1A Bid Results

FINAL MINOR ADJUSTMENTS TO BID SCHEDULE NOT CAPTURED ON LATEST COST ESTIMATE.

KCM's probable cost estimate appears very high compared to the unit costs for Stratford.

Description	Stratford City (KCM) Estimate		Stratford Teichert Winning Bid		Crest City Probable Cost - KCM			Teichert Unit Cost for Stratford Applied to Crest	Teichert Actual Bid Response for Crest	
	Quantity	Total Cost	Unit Cost	Total Cost	Quantity	Unit Cost	Total Cost	Total Cost	Unit Cost	Total Cost
GENERAL										
MOBILIZATION/DEMOBILIZATION	1	20,000	85,000	85,000	1	365,871	365,871	140,000		25,000
TRAFFIC CONTROL PLANS, INSTALL AND MAINTAIN TRAFFIC CONTROL	1	65,000	107,000	107,000	1	169,216	169,216	170,000		683,318
CONSTRUCTION STAGING	1	15,000	95,000	95,000	1	129,939	129,939	150,000		19,415
STORM WATER POLLUTION PREVENTION AND EROSION CONTROL BMP'S	1	20,000	32,000	32,000	1	59,711	59,711	50,000		109,192
POTHOLING	335	134,000	466	156,000	379	246	93,272	176,490	414	157,012
CONSTRUCTION SURVEY AND SURVEY MONUMENT PRESERVATION	1	30,000	28,000	28,000	1	48,483	48,483	40,000		160,924
TREE PROTECTION FENCING AND SIGNAGE	15	7,500	1,047	15,700	43	887	38,141	45,007	773	33,260
AS-BUILT DRAWINGS	1		5,700	5,700	1	5,000	5,000	8,000		3,089
CLEARING AND GRUBBING AND DEMOLITION	1	150,000	10,800	10,800	1	203,314	203,314	16,000		19,485
REMOVE AND INSTALL TRAFFIC SIGN	1	350	7,700	7,700	3	10,000	10,000	10,000	786	2,358
REMOVE, SALVAGE, AND REINSTALL MAIL BOX					2				799	1,598
		441,850		542,900			1,122,947	805,496		1,214,651
DRY UTILITY										
EXCAVATE TO LOCATE AND INTERCEPT EXISTING CONDUITS	48	24,000	6,000	288,000	45	2,814	126,630	270,000	3,464	155,899
JOINT TRENCH EXCAVATION AND BACKFILL	11,165	374,061	110	1,232,000	19,610	147	2,882,670	2,163,862	210	4,120,492
INSTALL DB 2" CONDUIT	340	3,740	256	87,000	79	15	1,185	20,215	6	466
INSTALL DB 3" CONDUIT	10,240	122,880	15	154,000	11,784	17	200,328	177,220	6	67,709
INSTALL DB 4" CONDUIT	10,765	139,945	12	129,000	17,711	19	336,509	212,236	3	60,855
INSTALL DB 5" CONDUIT				74,000	43	21	903	20,000	13	538
INSTALL 3309 HANDHOLES	2	2,424	4,300	8,600	6	5,020	30,120	25,800	3,898	23,388
INSTALL 3312 HANDHOLES	1	3,840	5,600	5,600				-		
INSTALL 3313 HANDHOLES	16	74,304	4,000	64,000	29	8,593	249,197	116,000	11,690	338,996
INSTALL 3314 HANDHOLES	1	6,392	8,700	8,700	7	14,463	101,241	60,900	17,705	123,935
INSTALL 3315 HANDHOLES	7	45,500	15,000	105,000	9	20,867	187,803	135,000	31,214	280,926
INSTALL 3316 HANDHOLES	1	6,600	16,000	16,000	1	41,700	41,700	16,000	33,780	33,780
CONSTRUCT 3421 TRANSFORMER PADS	19	46,835	1,370	26,030	22	3,570	78,540	30,140	1,618	35,596
CONSTRUCT 3416 TERMINATOR PADS	1	2,480	4,400	4,400						
CONSTRUCT 3 PHASE FUSE CABINET PADS	2	7,000	2,200	4,400						
INSTALL 2" AT&T CONDUIT	3,962	19,810	24	94,000	4,118	12	49,416	97,701	6	26,161
INSTALL 4" AT&T TYPE C RIGID CONDUIT	12,948	174,215	12	150,000	25,367	14	355,138	293,872	8	192,519
INSTALL 2' x 3' AT&T HANDHOLE	17	15,830	1,800	30,600	33	4,677	154,341	59,400	1,798	59,334
INSTALL 2' x 3' x 3' AT&T HANDHOLE TRAFFIC RATED	19	52,784	2,300	43,700	22	6,353	139,766	50,600	5,927	130,394
INSTALL 30" x 48" AT&T HANDHOLE	2	6,000	4,000	8,000	5	6,108	30,540	20,000	6,665	33,325
INSTALL 30" x 48" AT&T HANDHOLE TRAFFIC RATED WITH 3-ROD TGB	5	16,250	3,200	16,000	7	8,047	56,329	22,400	7,081	49,567
INSTALL 30" x 48" AT&T HANDHOLE TRAFFIC RATED WITH 3-ROD TGB	3	10,500	4,600	13,800				-		
INSTALL AT&T CHRISTY BOXES TRAFFIC RATED	1	4,250	6,300	6,300	15	300	4,500	94,500	698	10,470
INSTALL AT&T CHRISTY BOXES NON-TRAFFIC RATED	1	4,500	6,200	6,200	24	75	1,800	148,800	698	16,752
EXCAVATE 4' x 4' x 4' PIT TO LOCATE AND INTERCEPT EXISTING CONDUITS (72	36,000	2,736	197,000	39	1,060	41,340	106,708	-	
INSTALL TELECOM LATERAL TRENCH AT WINSTONSCHOOL	-			7,400						
CHARTER ONLY TRFNCH EXCAVATION AT WESTEND OF MFLANIF WAY	-			7,300						

Applying unit costs for Stratford to quantities for Crest would have led to a probably cost estimate closer to \$6.4 million

CHARTER ONLY TRENCH EXCAVATION AT WESTEND OF MELANIE WAY	-			7,300						
INSTALL 1" CHARTER CONDUIT	1,614	8,070	43	70,000						
INSTALL 2" CHARTER CONDUIT	22,205	155,435	8	169,000	39,730	10	397,300	302,381	4	142,114
INSTALL 3" CHARTER CONDUIT	5,586	55,860	17	94,000	2,625	12	31,500	44,173	6	16,120
INSTALL CHARTER 9" X 20" PEDESTALS (EXCLUDESMATERIAL FURNISHED BY	4	1,272	495	1,980	14	2,862	40,068	6,930	301	4,214
INSTALL CHARTER 10" X 12" PEDESTALS (EXCLUDESMATERIAL FURNISHED B	16	8,000	500	8,000	5	3,240	16,200	2,500	301	1,505
INSTALL CHARTER 12" X 22" PEDESTALS (EXCLUDESMATERIAL FURNISHED B -					27	3,350	90,450		519	14,013
INSTALL CHARTER 14" X 20" PEDESTALS (EXCLUDESMATERIAL FURNISHED B	14	9,800	565	7,910	15	4,407	66,105	8,475	519	7,785
INSTALL CHARTER 2' X 3' VAULTS (EXCLUDESMATERIAL FURNISHED BY OTH	3	2,400	3,200	9,600	1	4,307	4,307	3,200	838	838
INSTALL CHARTER 2' X 3' TRAFFIC RATED VAULTS(EXCLUDES MATERIAL FURI	11	8,800	1,900	20,900						
INSTALL 17"X30" CHARTER VAULTS (EXCLUDESMATERIAL FURNISHED BY OT	11	7,865	790	8,690	8	2,527	20,216	6,320	700	5,600
INSTALL 10" CIRCULAR CHARTER PULLBOXES (EXCLUDESMATERIAL FURNISI	1	1,000	360	360						
INSTALL 1-1/4" CROWN CASTLE CONDUIT	11,970	59,850	8	94,000						
INSTALL 2" CROWN CASTLE CONDUIT	3,990	27,930	22	88,000	19,076	13	247,988	420,724	1	13,158
INSTALL 2' x 3' CROWN CASTLE PULL BOX W FOC STAMP	7	6,518	1,600	11,200	6	5,357	32,142	9,600	700	4,200
INSTALL LATERAL TRENCH AND CONDUIT AT CRESTRESERVOIR					260	32	8,320	8,000	25	6,495
STONE VENEER RETAINING WALLS	1,145	94,463	91	103,635	390	103	40,170	35,299	269	105,000
SURFACE IMPROVEMENTS - GENERAL										
TRENCH RESURFACING PER SDRSD G-24A AND G-24B (Sq. Ft)	27,235	514,742	15	400,800	35,393	12	424,711	520,856	34	1,212,435
REROUTE PRIVATE STORM DRAIN PIPE (STRATFORD STA4+78.87)	1	3,000	7,200	7,200						
6" CONCRETE CURB & GUTTER PER SDRSD G-02, WITHASHALT OVERLAY TO	130	5,850	55	7,150						8,968
REPLACE IN KIND AC DIKE PER SDRSD G-5	885	14,160	52	46,020	144	40	5,760	7,488		10,944
REPLACE IN KIND CONCRETE DRIVEWAY (2 LOCATIONS)	2,325	24,994	26	60,450	48	55	2,640	1,248		7,728
REPLACE IN KIND CROSS GUTTER PER SDRSD G-12	1	12,000	51,000	51,000	128	55	7,040	50,000		13,312
PAVEMENT STRIPING, MARKINGS, AND MARKERS	1	25,000	17,400	17,400	1	36,049	36,049	25,000		19,826
SURFACE IMPROVEMENTS - PENNY LANE										
DEMOLITION: WOOD RETAINING WALL (INCLUDESPROTECTION OF EXISTI	65	520	28	1,800						
GRADING FOR AREA APPURTENANCES AT PENNY LANE	1	15,000	6,700	6,700						
8" CONCRETE CURB PER SDRSD G-1, WITH ASPHALT PATCHTO MATCH EXIST	65	3,055	102	6,630						
CONCRETE RIBBON GUTTER (INCLUDES SAWCUTTING, ACPAVING REMOV	330	5,940	75	24,750						
2" GRIND AND OVERLAY	545	2,180	7	3,815						
STORM DRAIN HEADWALL AT PENNY LANE PER SDRSD D-32,TYPE B	1	7,500	25,000	25,000						
24"x24" INFILTRATION CATCH BASIN AT PENNY LANE	1	11,500	8,700	8,700						
LANDSCAPING										
IRRIGATION REPAIRS	1	15,000	9,100	9,100	1	16,500	16,500	15,000		17,525
HYDROSEED MIX APPLICATION IN ALL DISTURBEDLANDSCAPE AREAS	3,770	6,032	1	2,400	13,320	3	39,960	10,000		9,282
BOLLARDS, PER SDRSD WM-04	15	16,770	685	10,275	51	1,000	51,000	34,935		46,612
Subtotal		2,772,496					7,771,369			
Construction Contingency	10%	277,250	-			15%	1,165,705	-		
Total		3,049,746		4,706,395			8,937,074	6,458,979		8,643,427

- Questions and concerns about KCM's \$8.9 million probably cost estimate.
- It is very high compared to the actual unit costs of the Stratford project.
- Only the total figure of the cost estimate, \$8.9 million, was provided in the bid document that went out in early July. None of the details were included.
- Based on both common sense and numerous conversations with contractors, a probably cost figure like this definitely influences bid responses.
- There are obvious errors or major distortions in the \$8.9 million estimate, notably a doubled up contingency of \$1.2 million. In the overall \$17 million budget for Crest, there was already a \$1 million contingency provided.

Total budget already includes a contingency of \$968,027, separate from \$8,937,074 construction estimate. Within the \$8,937,074, KCM included a 15% contingency of \$1,165,705.

UUD X1A Estimated Total Project Costs (02-7000-7203)

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

Work Categories	District Formation Budget 7-12-21	Budget as of 10-16-23	UP Update Budget 11-18-24	Pre-Bid Budget 4-21-25
Pre-Construction Phase - Professional Services				
Utility Specialists - Pre-Construction Services (Includes US, KCM, Fuscoe)	\$663,985	\$731,085	\$893,692	\$910,652
1. City and Agency Coordination	\$27,820	\$45,440	\$56,600	\$56,600
2. District X1A Design	\$542,015	\$591,495	\$717,416	\$722,591
3. Resident Interface and Project Status Tracking	\$56,160	\$56,160	\$81,686	\$87,656
4. Public Bidding Support	\$37,990	\$37,990	\$37,990	\$43,805
City Arborist Review	\$5,000	\$5,000	\$3,525	\$3,525
Environmental Review	\$18,500	\$52,588	\$52,588	\$52,588
Additional Pre-Construction Services	\$7,000	\$7,000	\$5,000	\$5,000
Subtotal for Pre-Construction Professional Services	\$694,485	\$795,673	\$954,805	\$971,765
Utility Companies - Estimates for City Paid Design and Construction Costs				
SDG&E <i>7-12-21 and 10-16-23 estimated by Staff based on UUD Tewa per LF of overhead and then trench. 11-18-24 estimated by Staff based on UUD 1A per LF of trench. 4-21-25 estimate provided by SDG&E.</i>	\$1,324,736	\$1,378,650	\$5,543,229	\$4,888,532
AT&T <i>7-12-21 estimated by Staff based on UUD Tewa. 10-16-23 to current updated based on UUD X1A specific including contingency.</i>	\$993,552	\$223,560	\$238,788	\$238,788
Spectrum/Charter	\$408,793	\$0	\$0	\$0
Crown Castle	\$0	\$0	\$0	\$0
Subtotal for Utility Company Costs	\$2,727,081	\$1,602,210	\$5,782,017	\$5,127,320
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. 10-16-23 estimate based on UUD Tewa \$344.40/LF of trench. 11-18-24 & 4-21-25 estimate based on engineer's estimate using UUD 1A bids.	\$1,344,000	\$4,946,639	\$8,836,700	\$8,937,074
Construction Management and Support (18-month construction) 7-12-21 for as needed for duration of construction. 10-16-23 to current for full-time for City construction and as-needed for remainder.	\$240,680	\$624,860	\$624,860	\$687,346
Additional Construction Management Services <i>For any additional professional services during construction (geotechnical / environmental)</i>	\$60,170	\$80,140	\$122,594	\$255,853
Subtotal for Construction Phase	\$1,644,850	\$5,651,639	\$9,584,154	\$9,880,273
Project Contingency <i>10% of Construction Phase Costs at City Contract Award</i>	\$0	\$0	\$1,466,982	\$988,027
Total Project Estimate for UUD X1A	\$5,066,416	\$8,049,522	\$17,787,957	\$16,967,385

- When looking at Teichert's actual bid response for the Crest project compared to how they bid for Stratford, it is very inconsistent and appears to be very inflated.
- For instance, they bid \$107,000 for traffic control on Stratford, which was a 6-7-month project. For Crest, they bid \$687,000, for a project that should take 10 months.
- Teichert's per foot rate for trenching for the Stratford project was \$110 per foot. For Crest, it was \$210 per foot.

- Tri Group included \$2,000,000 for “clearing, grubbing, and demolition” in its bid. For the Crest project, there is very little clearing, grubbing, and demolition.
- Was Tri Group being serious with its bid?

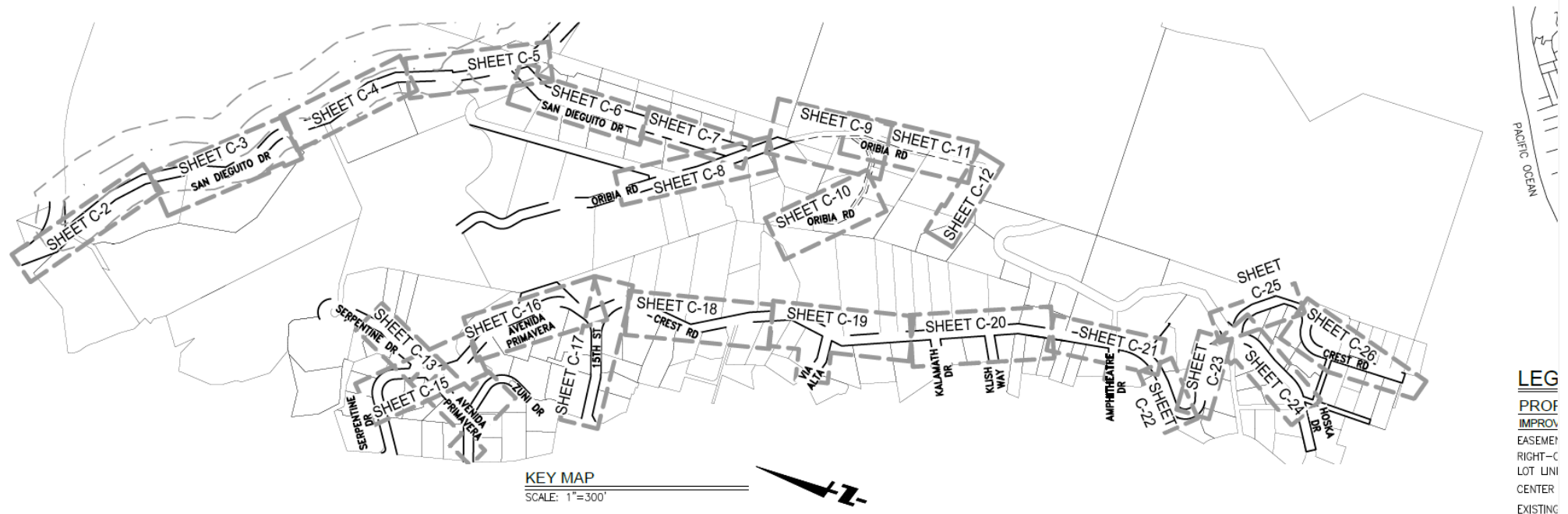
BASE BID SCHEDULE “A” (CREST CANYON CONVERSION – UUD X1A)

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
GENERAL					
1	MOBILIZATION/DEMobilIZATION	1	LS	100,000	100,000
2	PREPARE TRAFFIC CONTROL PLANS, INSTALL AND MAINTAIN TRAFFIC CONTROL	1	LS	400,000	400,000
3	CONSTRUCTION STAGING	1	LS	200,000	200,000
4	STORM WATER POLLUTION PREVENTION AND EROSION CONTROL BMPS	1	LS	200,000	200,000
5	POTHOLING	1	LS	450,000	450,000
6	CONSTRUCTION SURVEY AND SURVEY MONUMENT PRESERVATION	1	LS	100,000	100,000
7	PROTECTED TREE SPECIES PROTECTION FENCING AND SIGNAGE	1	LS	50,000	50,000
8	AS-BUILT DRAWINGS	1	LS	5,000	5,000
9	CLEARING AND GRUBBING AND DEMOLITION	1	LS	2,000,000	2,000,000
10	REMOVE AND REINSTALL TRAFFIC SIGN	3	EA	1,000	3,000
11	REMOVE AND REINSTALL MAILBOX	2	EA	1,000	2,000
DRY UTILITY					
12	EXCAVATE TO LOCATE AND INTERCEPT EXISTING CONDUITS	1	LS	250,000	250,000
13	JOINT TRENCH EXCAVATION AND BACKFILL	1	LS	5,000	5,000
14	INSTALL DB 2” CONDUITS	1	LS	2,000	2,000
15	INSTALL DB 3” CONDUITS	1	LS	65,000	65,000
16	INSTALL DB 4” CONDUITS	1	LS	65,000	65,000

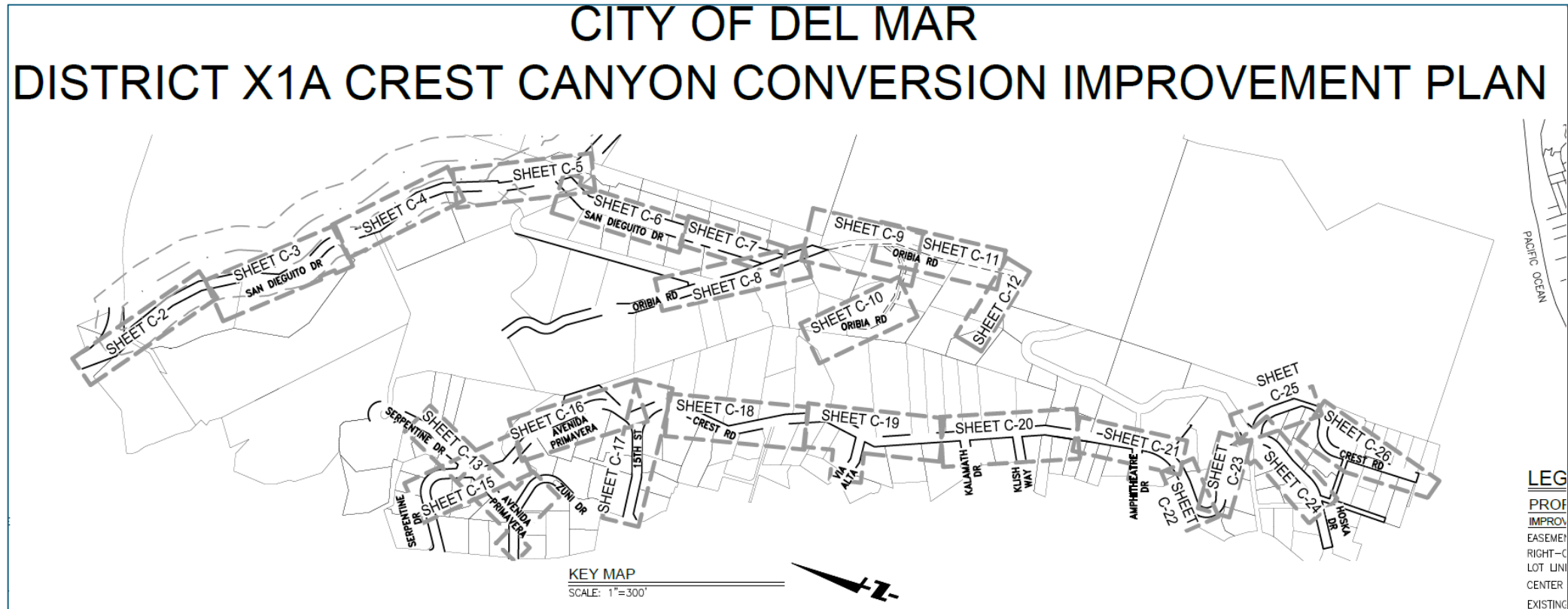
- The take away for Del Mar and other cities and government agencies is that there is a substantial amount of price volatility, distortion, lack of consistency, and lack of transparency going on in the contractor/construction/consultant world.
- Del Mar and other government agencies should take steps to increase scrutiny, details, and transparency on costs.
- One potential way to also address this is to consider bringing work in house. Many public stories indicate that cities are doing exactly this including San Diego on its storm water repair and maintenance.

- Why is the City pay for 600 feet of trenching on a private driveway on Oribia? This is worth about \$200,000 based on the City's \$7.1 million total cost. (See sheet C-11 and C-12 of blueprints.)
- This is clearly marked as a private driveway.
- Other residents are paying for the work on their private driveways.
- Why wasn't there an opportunity to publicly discuss this?

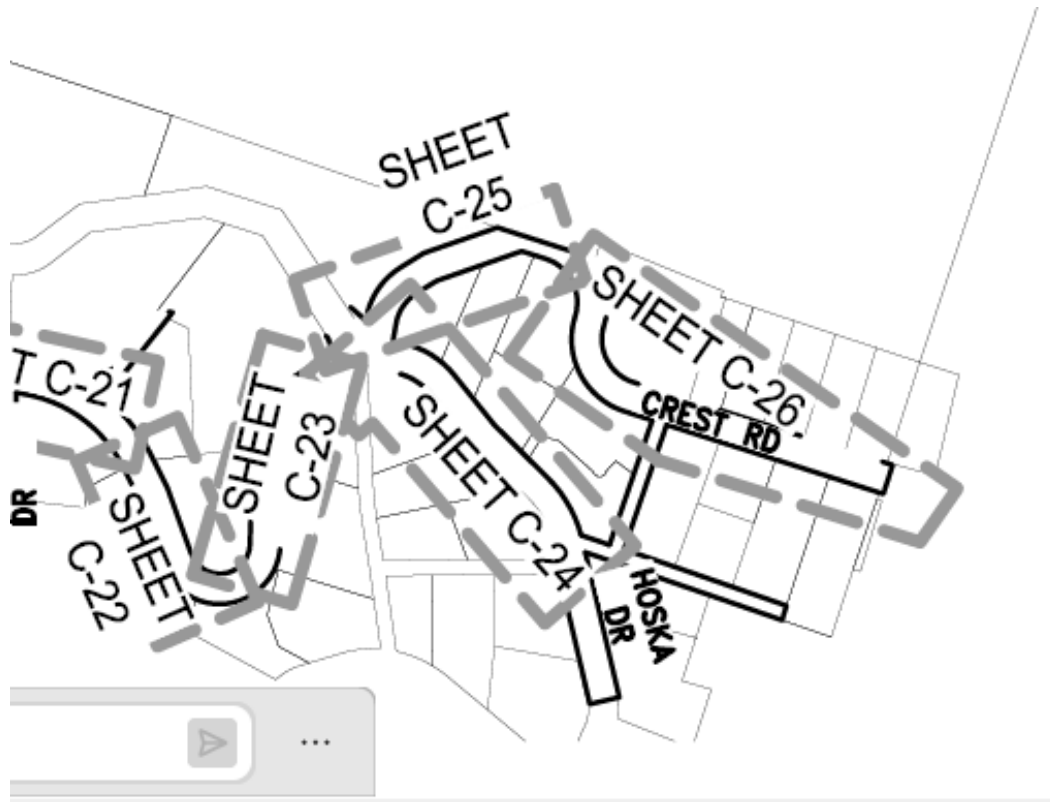
CITY OF DEL MAR DISTRICT X1A CREST CANYON CONVERSION IMPROVEMENT PLAN



- The blueprints do not indicate that the 2,300 feet of trenching by the lagoon is for telecom/cable only because SDG&E has already undergrounded their lines here.
- Did the probable cost estimate take into account that the trench in this section only needs to be 2 feet deep instead of 3 feet deep? Work should move quickly in this area as a result.
- Did SDG&E exclude this from its non-transparent cost quote? SDG&E provides no metric to confirm this?



- Are we duplicating trenching to the front and the backs of the houses covered under sheet C-25 and sheet C-24? The current overhead lines are fed to the back of the homes here, along Hoska, not the front along Crest. There are no overhead lines along this section of Crest, so why are we trenching here? It is approximately 800 feet.



- The task order for NOVA to engage in geotechnical analysis of the trench compaction indicates 208 days (10 months) of expected work for the project.
- Why isn't the contractor responsible for guaranteeing their work?



Proposal for Materials Testing and Inspection Services
 District X1A Crest Canyon Conversion
 Del Mar, California

June 24, 2025

SPECIAL INSPECTION AND LABORATORY MATERIALS TESTING			
SPECIAL INSPECTION SERVICES	Quantity	Per Hour/Each	Total
Special Inspector (Concrete, Masonry) - per hour	80	\$ 123.47	\$ 9,877.60
Principal Engineer (Report Review/Consultation/Meetings) - per hour	5	\$ 200.00	\$ 1,000.00
		Subtotal:	\$ 10,877.60
LABORATORY MATERIALS TESTING	Quantity	Per Hour/Each	Total
Concrete Cylinder Compression Test (4x8) - each	25	\$ 30.00	\$ 750.00
Composite Prism Masonry Unit - each	3	\$ 185.00	\$ 555.00
Compression Test, Mortar, Grout - each	24	\$ 40.00	\$ 960.00
Pick-Up/Delivery - per trip	10	\$ 85.00	\$ 850.00
		Subtotal:	\$ 3,115.00
ESTIMATED INSPECTION AND MATERIAL TESTING SUBTOTAL:			\$ 13,992.60
ESTIMATED PROJECT TOTAL:			\$ 119,633.32

This is a time and materials estimate. NOVA is assuming 208 total days of construction of which we will have a technician on site approximately 60% of that time. 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.

- HELIX task order is for \$123,400 for cultural and environmental monitoring.
- Their description notes 50 feet per day for trenching along the 2,200 foot lagoon section which will equate to 44 days of work. The 50 foot per day estimate is no valid. The average for the entire project is close to 100 feet per day and because this section is a shallower telecom-only trench that is mostly flat and has very few laterals, trenching work should be the fastest here, probably close to 150 or 200 feet per day.
- Can Council consider amending this task order to cap it for actual days of work, which could be as little as 15?
- The environmental monitoring notes 44 weeks within sensitive habitats of the lagoon and Crest Canyon Open Space. Isn't almost all of the work being done in the street right of way? What is there to monitor?

Task 2: Biological Construction Monitoring

Under this task, HELIX shall conduct weekly construction monitoring to monitor environmental compliance and help ensure the project construction operating procedures and BMPs are implemented and maintained, as described in the *Biological Resources Letter Report (BRL)* prepared for the project (Busby Biological Services, 2021).

HELIX will prepare a Worker's Education Awareness Program (WEAP) brochure and provide the PDF file and up to 20 hard copies to Client for distribution to project personnel. HELIX will attend one pre-construction meeting to present the WEAP training. The WEAP brochure will contain biological information and photographs of the sensitive biological resources on the project site. It will also contain a summary of the general restrictions during construction, requirements before commencing and after work finishes each day, and contact information for biological and cultural monitors, as well as the Designated Biologist. HELIX assumes Client will provide the WEAP brochure to project personnel who miss the pre-construction meeting.

Biological monitoring will occur during vegetation trimming and removal, and construction activities within sensitive habitats of the San Dieguito Lagoon and Crest Canyon Open Space. For cost estimate purposes, a 44-week construction monitoring period has been assumed with weekly monitoring visits for a total of up to 230 hours of Biologist III time, for attending a pre-construction meeting and ongoing

Task 1: Archaeological and Native American Monitoring

HELIX will provide archaeological and Native American monitoring for the project. The proposed scope of work is as follows: attend a pre-construction meeting to explain the requirements of the monitoring program; provide an archaeological and Native American monitor for all trenching activities in soils with a potential for containing cultural material (e.g., not modern fill or formational material) along San Dieguito Drive, immediately adjacent to the lagoon; project scheduling, subconsultant coordination, and other general project coordination tasks; and prepare a report documenting the methods and results of the monitoring program for submittal to the City. For budgeting purposes, it is assumed that 2,200 feet of trench will require monitoring for an estimated 44 days of monitoring, based on an assumption of approximately 50 feet of pipeline trenched per day. A 6-hour day is assumed for the archaeological and Native American monitors, which assumes ground disturbances to be occurring for approximately 4 to 5 hours each day and one additional hour to account for travel time and daily notes. As a subcontractor to HELIX, Red Tail Environmental will provide Native American cultural monitoring.

COST ESTIMATE AND PAYMENT PROCEDURES

HELIX submits this cost estimate not to exceed \$123,400 (a breakdown of which is provided below). All work shall be invoiced on a time-and-materials basis and payment terms are pursuant to the Contract.

<u>Task Number</u>	<u>Task Name</u>	<u>Cost</u>
1	Archaeological and Native American Monitoring	\$56,800
2	Biological Construction Monitoring	38,700
3	Post-Construction Monitoring and Reporting Plan	18,300
4	(Optional) Pre-construction Nesting Bird Survey	4,300
5	(Optional) Noise Monitoring	<u>5,300</u>
	TOTAL without Optional Tasks	113,800
	TOTAL with Optional Tasks	\$123,400

- Recent observations for the Stratford undergrounding project:
- Teichert finished the majority of its construction in March.
- SDG&E began its portion (using Michels) in early June and appeared to be largely completed with the majority of the work by July 23. The take-away is that the work to install the 19 transformers and pull the electrical cable through the conduit was done quickly.
- Since then, there has been almost no activity from SDG&E/Michels despite the fact that certain areas still look like an active construction zone.
- It appears that two apartment complexes (Sea Croft and Sea Terrace) were doing lateral work in early September. Why are they only doing this work now? Shouldn't this have been done many months ago? What was the communication?

- Conclusion:
- Undergrounding is a major initiative for Del Mar involving many millions of dollars. As such, large undergrounding projects such as Crest should have more opportunities for public discussion and updates at City Council.
- There are opportunities to make changes and improve efficiency going forward.
- Our ultimate goal is to bury all of the utility lines in Del Mar in as fast and low cost a manner so that all of the City and its residents benefit from a safer and much more beautiful Del Mar.
- Thank you for your consideration.