

City of San Diego

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REQUEST FOR PROPOSAL (RFP)



FOR

Emerald Hills Standpipe Demolition

TASK ORDER NO.:	13MACP09
RFQ NO.:	12MCL100
PROPOSAL NO.:	K-14-6123-MACC-3
SAP NO. (WBS/IO/CC):	21002931
CLIENT DEPARTMENT:	2013
COUNCIL DISTRICT:	4
PROJECT TYPE:	BL

THIS TASK IS SUBJECT TO THE FOLLOWING:

- PREVAILING WAGE RATES: STATE FEDERAL
- SMALL AND LOCAL BUSINESS ENTERPRISE (SLBE) PROGRAM
- MANDATORY USE OF APPRENTICES

PROPOSALS DUE

12:00 NOON

MAY 28, 2014

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTING GROUP

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

ATTN: CONTRACT SPECIALIST

TABLE OF CONTENTS

SECTION	PAGE NUMBER
1.0 INTRODUCTION	3
2.0 PROJECT VALUE	4
3.0 CONTRACT TIME	4
4.0 CONTRACTOR’S LICENSE CLASSIFICATION PREQUALIFICATION PROGRAM STATUS	4
5.0 SELECTION AND AWARD SCHEDULE	4
6.0 EQUAL OPPORTUNITY CONTRACTING	4
7.0 PRE-PROPOSAL ACTIVITIES.....	8
8.0 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK.....	10
9.0 CHANGES TO SCOPE OF WORK.....	10
10.0 DESIGN SUBMITTALS	10
11.0 BONDS AND INSURANCES	11
12.0 SUBMITTAL REQUIREMENTS	11
13.0 OPENING OF PRICE PROPOSALS	15
14.0 ADDITIONAL TERMS AND CONDITIONS.....	15
15.0 REQUIRED DOCUMENTS SCHEDULE.....	17

ATTACHMENTS

A. PROJECT DESCRIPTION, SCOPE OF WORK, AND TECHNICAL SPECIFICATIONS (BRIDGING DOCUMENTS).....	20
B. PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA	76
C. SUPPLEMENTARY SPECIAL PROVISIONS (SSP).....	81
D. PROPOSAL FORMS.....	108

1.0 INTRODUCTION

- 1.1** This is the City of San Diego's (City) second phase in the selection process to provide Design-Build services for Task Order **13MACP09, Emerald Hills Standpipe Demolition** (Project) under a lump sum contract.
- 1.2** This RFP is being issued exclusively to the following selected firms for this selection process who each has entered into a base MACC contract (Contract) with the City:
 - 1.2.1** El Cajon Grading & Engineering Company, Inc. in association with David Evans and Associates, Inc.
 - 1.2.2** J.R. Filanc Construction Company, Inc. in association with Arrieta Construction, Inc. and HDR
 - 1.2.3** Orion Construction Corp./Balboa Construction, Inc. J.V. in association with Harris & Associates and Richard Brady & Associates
 - 1.2.4** Ortiz Corporation in association with AECOM
 - 1.2.5** TC Construction Company in association with RBF Consulting
- 1.3** This RFP describes the Project, the required scope of Work and Services, the Design-Builder selection process, the minimum information that must be included in the Proposal for this Project, and, the terms and conditions governing the Work. The only work authorized under the Contract is work ordered by the City through issuance of a Task Order (TO).
- 1.4** Each Proposal properly executed as required by this RFP shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 1.5** This RFP will not commit the City to award a contract or (TO), to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.
- 1.6** All Proposals submitted in response to this RFP are the property of the City. After the selection process is complete, the Proposals become non-exempt public records, and as such may be subject to public view.
- 1.7** Selection announcements, contract awards, and all data provided by the City shall be protected from public disclosure. The Design-Builders desiring to release information to the public, shall receive prior written approval from the City.
- 1.8** The Design-Builder, by submitting a response to this RFP, agrees to provide the required services for the terms and conditions noted in this RFP and its attachments, if awarded by the City. The agreement and other terms and conditions are included in the Multiple Award Design-Build Contract and The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- 1.9** This RFP amends the Standard Specifications for Public Works Construction (the GREENBOOK), including supplement amendments set forth in the City of San Diego Standard Specifications for Public Works Construction (the WHITEBOOK). All changes and or additions are stated herein and all other provisions remain unchanged.

2.0 PROJECT VALUE

2.1 The City’s estimate of the Contract Price including the City’s Contingency is **\$714,000.**

3.0 CONTRACT TIME

3.1 The Project shall be completed within **220 Working Days** from the NTP.

4.0 CONTRACTOR'S LICENSE CLASSIFICATION AND PRE-QUALIFICATION STATUS

The Design-Builder shall ensure that Design-Builder’s license(s) as specified in the RFQ shall be valid when Proposal is submitted. In addition, the Design-Builder shall maintain its prequalification status at the time of the Proposal submittal as specified in the RFQ. Failure to comply with these requirements will result in rejection of the Proposal.

5.0 SELECTION AND AWARD SCHEDULE

5.1 The City anticipates that the process for awarding Task Order #13MACP09 will be according to the following tentative schedule:

- 5.1.1** Pre-Proposal Meeting May 6, 2014
- 5.1.2** Proposal Due Date May 28, 2014
- 5.1.3** Selection and Notification June 11, 2014
- 5.1.4** Limited Notice to Proceed June 25, 2014

6.0 EQUAL OPPORTUNITY CONTRACTING

6.1 All Equal Opportunity Contracting (EOC) information provided by the Design-Builder and requirements set forth in the RFQ shall apply to the RFP process. The Design-Builder shall review the information, data, and documentation provided in the Design-Builder’s SOQ and changes shall be clearly identified in the Proposal; otherwise the information, as previously submitted, will be deemed complete and accurate.

6.2 The mandatory minimum subcontractor participation percentages for this RFP are as follows:

SERVICES	SLBE	ELBE	DVBE	Subcontracting Requirement ¹
Design Services	4.20%	4.50%	0.60 %	9.30 %
Construction Services	3.9%	10.0%	2.2%	16.1 %

Notes:

1. Subcontracting Requirement is the percentage of the individual contract elements i.e., Design Services or Construction Services.
- 6.3** The Design-Builder shall submit subcontractor participation percentages that are not less than the specified subcontracting requirements.
- 6.4** The required subcontracting percentages apply to 1st tier Subcontractors only.
- 6.5** For the purpose of achieving the proposed subcontractor participation percentage, Allowance Proposal Items will not be included in the calculation. The Design-Builder may not substitute DVBE for SLBE/ELBE or SLBE/ELBE for DVBE. Subcontracting percentages for design and construction may not be substituted for one another.
- 6.6** The Proposal shall be deemed non-responsive if the Subcontractor and Supplier listings submitted and enclosed with the Price Proposal fail to meet the above minimum required subcontracting participation levels.
- 6.7** The Design-Builders' Proposals will be further evaluated for their commitment to the City's principles of equal opportunity as specified in this RFP. See Attachment B, "Proposal Submittal Requirements and Selection Criteria" for more information.
- 6.8** To The WHITEBOOK, Chapter 10, Sections D and E, DELETE in their entirety and SUBSTITUTE with the following:

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractor shall ensure their subcontractors comply with this program. Nothing in this section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.

3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
 6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
 7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
 8. The Contractor disseminates its EEO Policy to union and community organizations.

9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

7.0 PRE-PROPOSAL ACTIVITIES

7.1 Questions Concerning RFP

- 7.1.1 The Director or designee of the Public Works Department is the officer responsible for responding to questions and opening, examining, and evaluating the competitive Proposals submitted to the City for the acquisition, construction, and completion of any public improvement except when otherwise set forth in these documents.

- 7.1.2 All questions regarding this RFP and Contract Documents shall be presented in writing to the Contract Specialist at the US Postal Service or the e-mail address identified on the cover sheet of this RFP prior to the Proposal due date.
- 7.1.3 Questions received less than 14 Days prior to the Proposal due date may not be answered.
- 7.1.4 Interpretations or clarifications of this RFP considered necessary by the City in response to such questions will be issued by Addenda.
- 7.1.5 The City at its option, may respond to any or all questions submitted in the form of an Addendum. Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.1.6 The changes to the RFP through Addendum are made effective as though originally issued with the RFP. It is the Design-Builder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Proposal.

7.2 Pre-Proposal Meeting

- 7.2.1 A **mandatory** Pre-Proposal meeting will be held from 10:00 AM to 11:00 AM, at 1010 Second Avenue, 14th Floor, San Diego, CA, 92101.
- 7.2.2 All Design-Builders are **required** to attend. Any materials distributed at the meeting will be issued to all RFP recipients in the form of an addendum to the RFP. It is not necessary for all members of a the Design-Builder's team to be present at the Pre-Proposal Meeting, however, the Design-Builder will be responsible for receiving and applying all information discussed at the Pre- Proposal Meeting.
- 7.2.3 To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 7 days prior to the Pre-Proposal Conference to ensure availability.
- 7.2.4 Proposal will be considered **non-responsive** if the Design-Builder fails to attend the Pre-Proposal Meeting as evidenced by the City's meeting sign-in sheet when such a meeting has been specified to be required.
- 7.2.5 Firms participating in the Pre-Proposal Meeting and site visit (if any) will not be compensated for their participation.

7.3 Pre-Proposal Site Visit

7.3.1 The prospective Design-Builders are **required** to visit the Work Site with the Engineering. The purpose of the Site Visit is to acquaint Design-Builders with the Site conditions. A Pre-Proposal Site Visit is Scheduled as follows:

Time: 11:30 AM
Date: May 6, 2014
Location: 6452 Scimitar Drive
San Diego, CA 92114

7.3.2 To request a sign language or oral interpreter for this visit, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability.

8.0 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

8.1 Contract Documents may be obtained by contacting the Contract Specialist listed on the cover of the Request for Proposal.

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

9.0 CHANGES TO THE SCOPE OF WORK

9.1 The Design-Builder shall immediately notify the City in writing of any proposed or anticipated change in the Scope, Contract Amount, or Contract Time, and shall obtain City's written consent to the change prior to making any changes. In no event shall City's consent be construed to relieve the Design-Builder from its duty to render all Work and Services in accordance with applicable laws and accepted industry standards.

10.0 DESIGN SUBMITTALS

10.1 The City's review of The Design-Builder's Design Submittals shall not relieve the Design-Builder from its responsibilities under the Contract, or be deemed to be an acceptance or waiver by City of any deviation from, or of the Design-Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for acceptance by The Design-Builder and accepted by City. Where approval or acceptance by City is required, it is understood to be general approval only, and does not relieve the Design-Builder of responsibility for complying with all applicable laws and good professional practices as the Design-Builder shall be the Engineer of Record.

11.0 BONDS AND INSURANCE

- 11.1** Prior to the award of TO, the Design-Builders shall submit evidence of separate bonds and insurance as specified in Sections 2-4, “CONTRACT BONDS,” 7-3, “LIABILITY INSURANCE,” and 7-4, “WORKERS’ COMPENSATION INSURANCE” of the City’s standard specifications for public works constructions unless specified otherwise in the Contract Documents.

12.0 SUBMITTAL REQUIREMENTS

- 12.1** Each Design-Builder shall submit separate “Technical” and “Price” Proposals as described in this RFP.

12.2 Technical Proposal Requirements

- 12.2.1** The Technical Proposal shall be concise and well organized and shall demonstrate the Design-Builder’s qualifications and experience applicable to the Project. Type size and margins for text pages shall be in accepted standard formats for desk top publishing and word processing and result in no more than 500 words per page and shall be limited to no more than 50 one-sided pages (8 ½” x 11”) inclusive of any cover sheets, resumes, graphics, forms, pictures, photographs, dividers, front and back cover and supporting documentation; exclusive of Equal Opportunity Contracting documentation. Double-sided pages are not acceptable. Paper foldouts in sizes other than the Standard Letter size will count as 2 pages against the established Proposal page-count limit. A cover letter may be submitted but shall not contain any information that is a required element of the Technical Proposal.

- 12.2.2** The Design-Builder shall certify that the documentation required under the Work Force Report and Equal Employment Opportunity (EEO) Plan and the Subcontractor Documentation of the RFQ remains correct and accurate. If any changes or modifications are required to the aforementioned documents, they shall be documented in the Work Force Report and EEO Plan forms included in the Contract Documents as attachments and submitted with the Proposal. The EOCP information not revealing the Contract Price shall be submitted with the Technical Proposal.

- 12.2.3** The Technical Proposals submitted in response to the RFP shall be in accordance with the requirements listed in Attachment B. The contents of the Proposal shall be organized consistent with the Attachment B.

12.3 Price Proposal Requirements

- 12.3.1** This solicitation is for a Lump Sum contract.

- 12.3.2** One executed original, clearly marked on the cover, of the Price Proposal shall be submitted in a separate sealed envelope. Refer to Attachment D of this RFP for the Price Proposal form to be used.

- 12.3.3** The Price Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.
- 12.3.4** The lowest proposed price is not the determining factor for issuance of a TO. See Attachment 'B' for criteria from which the proposals will be evaluated.
- 12.3.5** In case of discrepancies, written numbers will govern over numerical. The summation of all lump sum, unit prices, allowances and any other priced items will govern over the total price in case of discrepancies between the two.
- 12.3.6** Certain EOCP information (i.e., Subcontractors and Suppliers listings) that indicates the dollar value of the portions of the work to be performed by the Subcontractors and Suppliers shall be submitted as part of the sealed Price Proposal.

12.4 Submittal Requirements

12.4.1 General

- 12.4.1.1** A corporation designated as the selected Design-Builder shall furnish evidence of its corporate existence and evidence that the officer signing the Proposal, bonds, and TO authorization (when required by the City) for the corporation is duly authorized to do so.
- 12.4.1.2** Price Proposal shall be made only upon the Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
- 12.4.1.3** The Design-Builder shall complete and submit all pages in the "Proposal Documents" Section as their Price Proposal per the schedule given under "Required Documents Schedule." The Design-Builder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Proposal. The entire specifications for the proposal package do not need to be submitted with the proposal.
- 12.4.1.4** Proposals and certain other forms and documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Design-Builder and the appropriate State Contractors License designation which the Design-Builder holds.
- 12.4.1.5** Proposals may be withdrawn by the Design-Builder prior to, but not after, the due date and time for receipt of Proposals. The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.

- 12.4.1.6 Proposals or modifications thereto received subsequent to the hour and date specified on the cover of this RFP may cause the Design-Builder's Proposal to be rejected as **non-responsive**.
- 12.4.1.7 Failure to comply with the requirements of this RFP may result in disqualification.

12.4.2 Technical Proposal

- 12.4.2.1 One clearly marked on the cover executed original, 7 complete paper copies of the Proposal, and 1 Compact Disk (CD) or Digital Video Disk (DVD) with a complete Portable Document Format (PDF) formatted version of the submitted documents for this proposal shall be included. The following information will be clearly marked on the outside of each package:

Name of the Design-Builder

Project Title

"Technical Proposal" Package No. (e.g., 1 of 16, 2 of 16, etc.)
Marked (in red)

- 12.4.2.2 Design elements which deviate from the scope of Work, City's design guidelines, or material substitution which differs from the Approved Material List shall be highlighted in accordance with Attachment B, "Exceptions to the RFP" of the Proposal.

12.4.3 Price Proposal

- 12.4.3.1 The Price Proposal is to be submitted in sealed packages with the following information clearly marked on the outside of each package:

Name of the Design-Builder

Project Title

"Price Proposal" Marked (in red)

12.5 Review of Technical Proposal

- 12.5.1 Following the receipt of the Technical Proposal, the City anticipates at least 2 weeks for review of the Technical Proposals.

12.6 Final Selection

- 12.6.1 Based on the Design-Builder's Proposal and using the Project's Evaluation Criteria, the Panel will rank the Design-Builder's Proposal by determining the score which shall be calculated as follows:

- 12.6.1.1 A maximum of **50** points will be assigned for the Contract Price as proposed. The lowest total estimated Contract Price of all the

Proposals that meet the requirements of this RFP will receive the maximum assigned points to this category. The other Price Proposals will be scored based on how much higher their total estimated Contract Prices compare with the lowest:

$$\left(1 - \frac{\text{Contract Price} - \text{Lowest Contract Price}}{\text{Lowest Contract Price}}\right) \times 50 \text{ (Max Pts)} = \text{Pts Recd}$$

- 12.6.1.2** A maximum of 50 points will be assigned for the qualitative criteria noted in Attachment ‘B’ of this RFP. All Proposals shall receive scores based on 50 times the average of the composite ratings provided by the Panel.
- 12.6.1.3** The Apparent Winner will be the team with the highest total score earned. The Design-Builders will be notified in writing of the City’s final decision.
- 12.6.1.4** For example, if the lowest total estimated Contract Price of all proposals is \$100, that Proposal would receive the maximum allowable points for the price category. If the total estimated Contract Price of another proposal is \$105 and the maximum allowable points is 50 points, then that Proposal would receive $(1 - ((105 - 100) / 100) \times 50 = 47.5$ points, or 95% of the maximum points. The lowest score a Proposal can receive for this category is zero points (i.e., the score cannot be a negative number). The following example using the same 50/50 split illustrates the calculation outcomes, with Firm A winning the competition even though Firm C had the lowest price but did not have the highest rated proposal :

Firm	Avg. Composite Rating	Qualitative Score (50 Max)	Price Proposal	Price Score (50Max)	Total Score (100 Max)
A	88.00	44.00	\$105	47.50	91.50
B	75.00	37.50	\$130	35.00	72.50
C	80.00	40.00	\$100	50.00	90.00

Note: All figures will be rounded off to 2 decimal places.

12.7 Use of Reference Documents and Pre-Design Reports

- 12.7.1** The City has made available Reference Documents related to the Project (see Bridging Documents). Use of these reports shall be for general Project background information only, and shall be used at the Design-Builder’s risk. No responsibility is assumed by the City for the completeness or accuracy of these reports. See Scope of Work (Attachment ‘A’).

13.0 OPENING OF PRICE PROPOSALS:

13.1 After the Technical Proposals have been evaluated and scored, the City will open the Price Proposals and make the selection of the winning Design-Builder in accordance with the criteria set forth above under Section 12.7, “Final Selection (Weighted Criteria)” of this RFP. The City will announce in writing the selected Design-Builder via correspondence to all participants indicating the Average Composite Rating, Qualitative Score, Price Proposal, Price Score, Total Score, and Rank for all proposers evaluated. The notification to the Design-Builders shall constitute the public announcement of the Apparent Winner. In the event that the Apparent Winner is subsequently deemed non-responsive or non-responsible, a new public announcement will be provided to all proposers with the name of the newly designated Apparent Winner.

14.0 ADDITIONAL TERMS AND CONDITIONS

14.1 Protests. A Design-Builder may protest the award of a task order to another Design-Builder in accordance with San Diego Municipal Code section 22.3017.

14.2 Changes to Key Personnel and Substitution of Subcontractors. The Design-Builder shall not change or substitute any individual that is identified as “key personnel” in its Statement of qualifications SOQ and Proposal without the written consent of the City, which will not be unreasonably withheld. The Design-Builder shall not change or substitute any material, Supplier, or Subcontractor identified in its SOQ and Proposal statement of qualifications or proposal without written consent of the City.

14.3 Project Team. The Design-Builder shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule which would be adjusted as mutually agreed upon by the City and the Design-Builder.

14.4 Submittal of “or Equal” Items. See 4-1.6, “Trade Names or Equals” in the SSP and as modified by the Scope of Work Attachment A.

14.5 Subcontract Limitations. The Design-Builder’s attention is directed to Standard Specifications for Public Works Construction, Section 2-3, “SUBCONTRACTS” which requires the Design-Builder to perform not less than the specified amount therein under this RFP. Failure to comply with these requirements may render the Proposal **non-responsive**.

14.6 San Diego Business Tax Certificate. All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.

14.7 City Standard Provisions. This RFP and the subsequent TO are subject to the following standard provisions. See The WHITEBOOK for details.

14.7.1 The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.

- 14.7.2** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 14.7.3** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 14.7.4** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 14.7.5** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 14.7.6** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 14.7.7** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 14.7.8** Prevailing wage rates apply to this contract.

14.7.9 State Prevailing Wage Requirements.

14.7.9.1 In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is to be performed. Copies of the prevailing rate of per diem wages may be found at http://www.dir.ca.gov/dlsr/statistics_research.html. The Contractor shall post a copy of the above determination of the prevailing rate of per diem wages at each job site and shall make them available to any interested party on request.

14.7.9.2 Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code the Contractor any Subcontractor shall pay not less than said specified rates determined by the Director of the California Department of Industrial Relations to all workmen employed by them in the execution of the Work.

14.7.9.3 The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be

in effect for the life of this contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this contract, each successive predetermined wage rate shall apply to this contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this contract, such wage rate shall apply to the balance of the contract.

14.7.9.4 The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

15.0 REQUIRED DOCUMENTS SCHEDULE

15.1 The Design-Builder’s attention is directed to the City’s Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.

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

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
1.	PROPOSAL SUBMITTAL DATE/TIME	ALL DESIGN-BUILD FIRMS	Price Proposal Form		√
2.	PROPOSAL SUBMITTAL DATE/TIME	ALL DESIGN-BUILD FIRMS	Non-collusion Affidavit to be Executed By Proposer and Submitted with Proposal under 23 USC 112 and PCC 7106		√
3.	PROPOSAL SUBMITTAL DATE/TIME	ALL DESIGN-BUILD FIRMS	Contractors Certification of Pending Actions		√

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
4.	PROPOSAL SUBMITTAL DATE/TIME	ALL DESIGN-BUILD FIRMS	Equal Benefits Ordinance Certification of Compliance		√
5.	PROPOSAL SUBMITTAL DATE/TIME	ALL DESIGN-BUILD FIRMS	Form AA05 – Design-Build List of Subcontractors		√
6.	PROPOSAL SUBMITTAL DATE/TIME	ALL DESIGN-BUILD FIRMS	Form AA15 - Design-Build List of Subcontractors	√	
7.	PROPOSAL SUBMITTAL DATE/TIME	ALL DESIGN-BUILD FIRMS	Form AA25 - Design-Build Named Equipment/Material Supplier List		√
8.	PROPOSAL SUBMITTAL DATE/TIME	ALL DESIGN-BUILD FIRMS	Form AA30 - Design-Build Named Equipment/Material Supplier List	√	
9.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW DESIGN-BUILD FIRM	Names of the principal individual owners of the Apparent Low Proposer -		
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW DESIGN-BUILD FIRM	If the Contractor is a Joint Venture, the following information must be submitted: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License 		
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW DESIGN-BUILD FIRM	Contract Forms - Agreement		
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW DESIGN-BUILD FIRM	Contract Forms – Performance Bonds and Labor and Materialmen’s Bond		

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW DESIGN-BUILD FIRM	Certificates of Insurance and Endorsements		
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW DESIGN-BUILD FIRM	Contractor Certification - Drug-Free Workplace		
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW DESIGN-BUILD FIRM	Contractor Certification - American with Disabilities Act		
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW DESIGN-BUILD FIRM	Contractors Standards - Pledge of Compliance		
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW DESIGN-BUILD FIRM	Form BB05 – Work Force Report		

ATTACHMENT A
PROJECT DESCRIPTION, SCOPE OF WORK, AND TECHNICAL SPECIFICATIONS
(BRIDGING DOCUMENTS)

ATTACHMENT A
PROJECT DESCRIPTION, SCOPE OF WORK, AND TECHNICAL SPECIFICATIONS
(BRIDGING DOCUMENTS)
PUBLIC UTILITIES DEPARTMENT

1. Project Description:

- 1.1. The Public Utilities Department proposes to demolish and remove an abandoned stand pipe at Emerald Hill in the Encanto neighborhood of San Diego at 6452 Scimitar Drive, San Diego, CA 92114. See attached vicinity map.
- 1.2. Emerald Hill Stand Pipe is located at the top of Emerald hill in a residential neighborhood. It is surrounded on three sides by housing; the north side is a vegetated slope that provides access to Eider Street. The slope is vegetated primarily by non-native species. See attached Biological Assessment for species details.
- 1.3. The project site is located within City owned land, outside of the Multiple Habitat Planning Area (MHPA).
- 1.4. This project includes the design and construction for lead abatement, removal of foundation, asphalt road, adjacent valve vault, water tank appurtenances, grading, landscaping, and storm water best management practices. The property will be graded after the demolition to meet the existing elevations surrounding the site and landscaped to prevent erosion.
- 1.5. A large crane and typical construction equipment will be used to remove the structure. Grading of a vegetated slope will be necessary to facilitate equipment access.
- 1.6. Following demolition and removal of the abandoned stand pipe the property will be graded and contoured to match adjacent untouched native soils. The access road created to facilitate equipment access must be filled (using native soils) and restored to pre-impact condition (slope, elevation, and contour). All graded/disturbed soils will be hydroseeded with a native upland seed mix; the seed mix will be applied at a rate of 50 to 55 lbs per acre and must be approved by City biologist prior to installation. See the City Land Development Code – Landscape Standards for specific requirements regarding hydroseed application and erosion control.
- 1.7. The Design-Builder will be required to obtain successful erosion control of the site by the end of the 120 day Plant Establishment Period (PEP). When the PEP has been successfully completed, the required 25 month maintenance and monitoring period will be completed under a separate contract.

2. Scope of Work:

- 2.1. The Work and Services required of the Design-Builder include those during design and construction of the Project. The Design-Builder shall provide all management, supervision, labor, services, equipment, tools, supplies, temporary facilities, and any other item of every kind and description required for the complete design and construction of the Project.
- 2.2. The Design-Builder shall be responsible for performing and completing, and for causing all Sub-consultants/Subcontractors to perform and complete the design and construction of the Project as set forth in the Contract Documents.

- 2.3. The Design-Builder shall provide all Work and Services required by the Contract Documents, including those described as “if required,” “if directed,” “potential,” “optional,” “may,” or similar adjectives and phrases. This work falls under the appropriate proposal items.
- 2.4. The Design-Builder covenants that the Services shall meet the performance expectations of the City as described in this Scope. The Design-Builder shall be responsible for achieving Completion of the Project as set forth in the Project Schedule, as the same may be extended from time to time pursuant to the provisions of the Contract.
- 2.5. The submission of a Proposal shall be conclusive evidence that the Design-Builder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, the local conditions under which the Work is to be performed, and as to the requirements of the Proposal Documents, Plans, and Specifications.
- 2.6. As the Engineer of Work, the Design-Builder shall refer to the City’s preliminary design information for the purpose of preparing a set of Plans and Specifications for the construction.
- 2.7. The Scope of Work and Services [Scope] shall also include but is not limited to the following:
 - 2.7.1. Conducting investigations, as-built research, and additional design survey services including physical and aerial surveys if needed for the completion of design work;
 - 2.7.2. Preparing and completing 30%, 60%, 100%, and Final design drawings. The Design-Builder is solely responsible for the preparation and completion of design plans for construction. See 2012 Citywide CADD Standards;
 - 2.7.3. Obtaining plan check approvals; and providing engineering services during construction, startup, and testing;
 - 2.7.4. Monitoring for potential of any hazardous materials and coordination with local resource agencies;
 - 2.7.5. Additional geotechnical investigation and potholing;
 - 2.7.6. Performance and implementation of QA/QC,
 - 2.7.7. Grading plans in conformance with the San Diego Municipal Code and the Land Development Code;
 - 2.7.8. Storm Water compliance;
 - 2.7.9. Landscaping and re-vegetation plan;
 - 2.7.9.1 The Design-Builder shall be responsible for native seed procurement from a qualified local seed provider and installation as specified in this document and the Land Development Code.
 - 2.7.9.2 The Design-Builder shall be responsible for implementing a 120 day Plant Establishment Period (PEP) following Owner acceptance of hydroseed and erosion control installation as specified in this document and the “The Whitebook”. The Design-Builder shall perform maintenance as necessary to keep the site free of erosion

and foster germination/establishment of the hydroseed throughout the term of the PEP.

- 2.7.10. Traffic control, permitting and compliance;
- 2.7.11. Coordinating with the City Project and Construction Managers and other utility owners/contractors; and
- 2.7.12. Scheduling, community outreach and public relations, and preparation of as-built drawings and mylars.
- 2.8. The Design-Builder shall use CADD in compliance with the City’s “Consultant Standards for Preparation of PS&E”
- 2.9. The Design-Builder shall use the Primavera Project Management and Scheduling Software or equal. The Design-Builder shall submit and maintain a task-oriented computerized schedule for completing the Work over the life of the Project in accordance with Section 6-1, “CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.”
- 2.10. As required by California Government Code section 830.6, prior to construction, the design (including changes) for the Project and/or any portion thereof shall be approved by the Engineer.

3. Reference Standards:

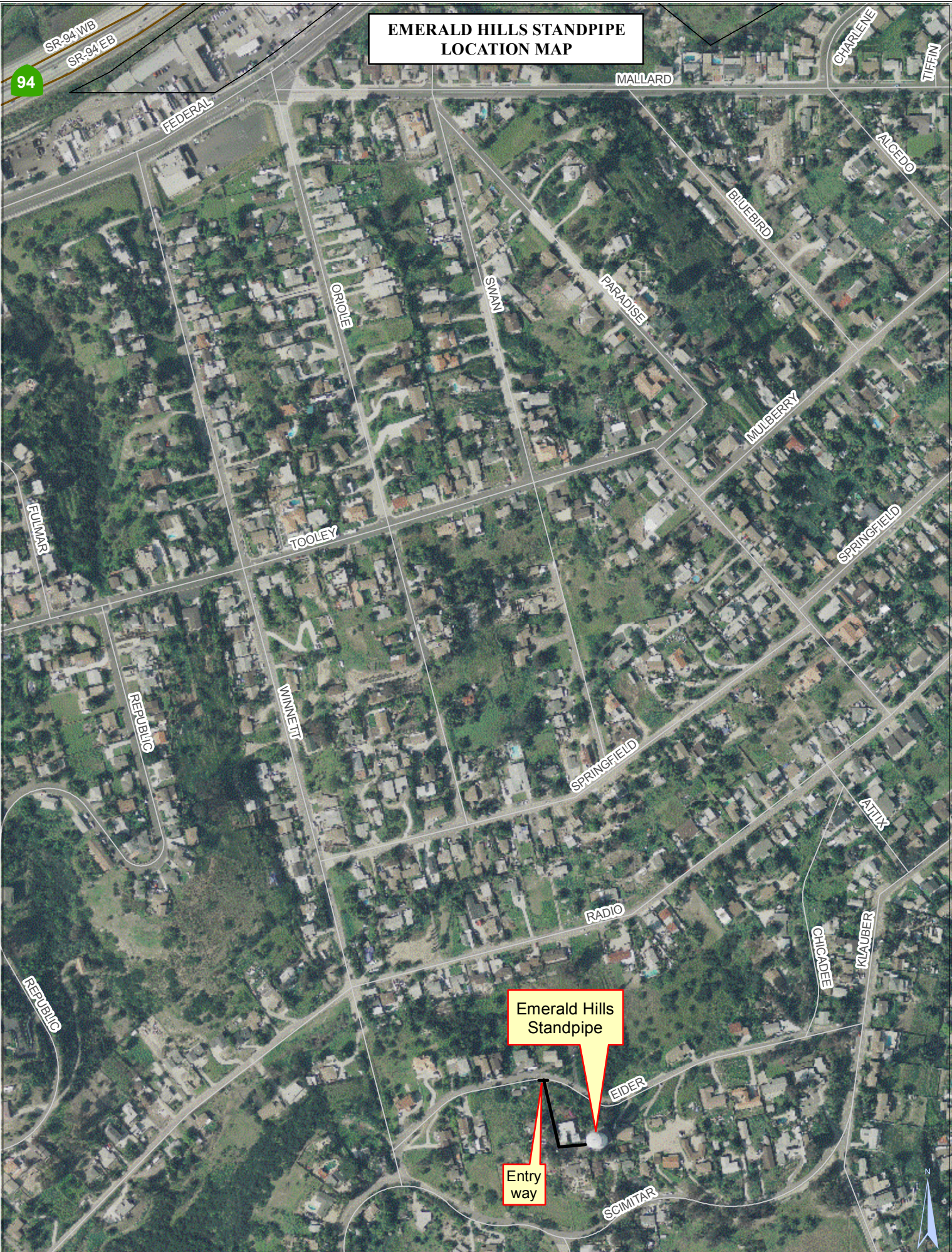
- 3.1. Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”)	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings – Standard Drawing Updates Approved For Use*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

4. **Bridging Documents:**

4.1. Vicinity Map

EMERALD HILLS STANDPIPE LOCATION MAP



4.2. Biological Assessment – Emerald Stand Pipe Removal

DATE: January 16, 2014
TO: Staci Domasco, Senior Planner, Public Utilities Department
FROM: Sean Paver, Environmental Biologist, Public Utilities Department
SUBJECT: BIOLOGICAL ASSESSMENT – EMERALD STAND PIPE REMOVAL

Background

The Public Utilities Department proposes to demolish and remove an abandoned stand pipe at Emerald Hill in the Encanto neighborhood of San Diego. A large crane and typical construction equipment will be used to remove the structure. Grading of a vegetated slope will be necessary to facilitate equipment access.

Methods

City staff visited the site, January 15, 2014, to assess existing conditions and to analyze potential impacts. Photographs were taken of the area, species detected were noted, and vegetation mapping was completed with the help of aerial imagery. No focused plant or animal species surveys were conducted. This memo summarizes biological resources that are present in the work area, and proposes mitigation or minimization measures to compensate for potential impacts resulting from this work.

Existing Conditions

Emerald Hill Stand Pipe is located at the top of Emerald hill in a residential neighborhood. It is surrounded on three sides by housing; the north side is a vegetated slope that provides access to Eider Street. The slope is vegetated primarily by non-native species including eucalyptus (*Eucalyptus sp.*), Cyclops Acacia (*Acacia cyclops*), hottentot fig (*Carpobrotus edulis*), Peruvian pepper (*Schinus molle*), and Jade (*Crassula ovate*). This habitat can best be characterized as Disturbed/Ruderal Habitat. The project site is located within City owned land, outside of the Multiple Habitat Planning Area (MHPA).

Sensitive species

No sensitive plant or animal species were observed during the site visit. No focused plant or animal surveys were conducted to identify potential sensitive species as none are expected to be impacted by the proposed project due to the highly disturbed nature of the project site.

Impacts

The proposed project will directly impact approximately 10,566 square feet (0.242 acres). Of the 10,566 square feet (0.242 acres), approximately 1955 square feet (0.045 acres) can be characterized as disturbed habitat. The remaining portion of the impacts will occur to urban/developed habitat. Impacts will occur as a result of vegetation removal, grading, and demolishing the stand pipe.

Mitigation

All direct impacts will occur to Tier IV habitats, therefore no mitigation is required. To reduce indirect impacts that might occur as a result of this project the following measures shall be implemented:

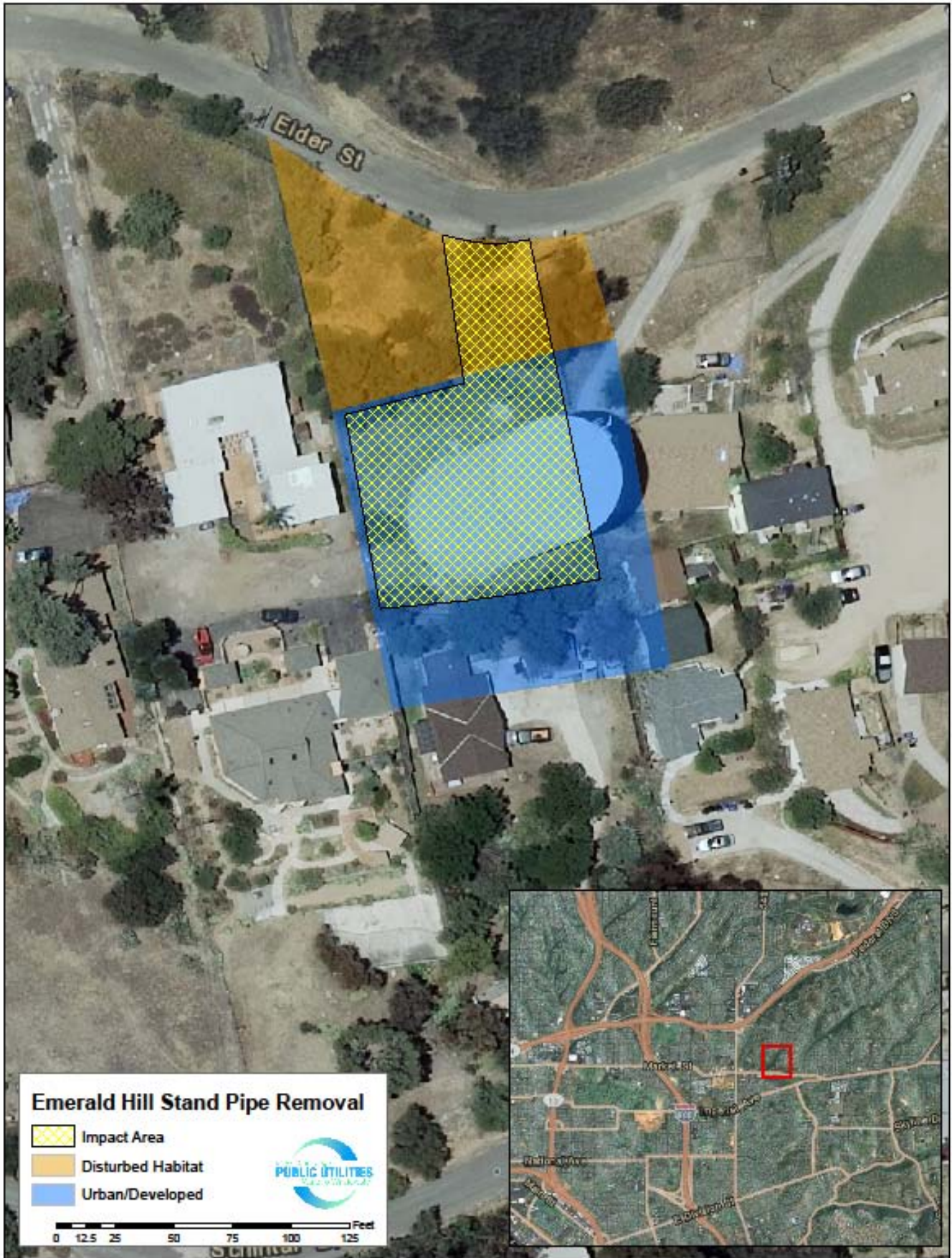
- Work limits will be flagged and/or fenced prior to start of work to avoid additional impacts.
- Predefined staging areas will be used for parking vehicles, equipment and stockpiling of materials.
- All equipment must utilize existing access roads and work areas within the authorized limited of work. No work activities may occur outside the preapproved limits of disturbance without approval.
- All vegetation removal shall be completed outside the bird breeding season (February 1 to September 15). If work must take place during the bird breeding season, nest surveys must be completed by a qualified biologist no more than 72 hours prior to the start of work.
- Appropriate BMP's will be used during and after construction to address erosion and sediment control.
- Trenches and excavations shall be covered or fenced to prevent wildlife entrapment.
- Soils and sediment that are temporarily stockpiled will be returned to their original locations or disposed of at the appropriate landfill.
- After completion of the project all disturbed soils shall be hydroseeded with a native upland seed mix; areas shall be monitored and maintained for a minimum of 25 months to ensure successful erosion control.

Conclusion

If there are any question regarding this memo please contact me at (858) 292-6410 or spaver@sandiego.gov.

Sean Paver
Environmental Biologist

Attachments: Map
Photos



Photos



Photo 1: Area to be Cleared and Graded

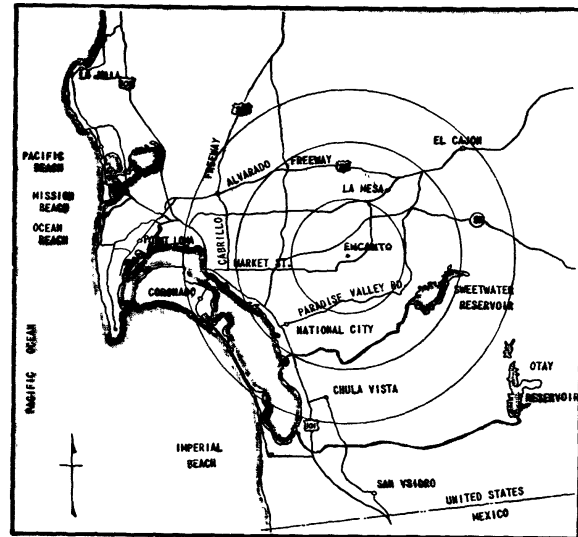


Photo 2: Area to be Cleared and Graded

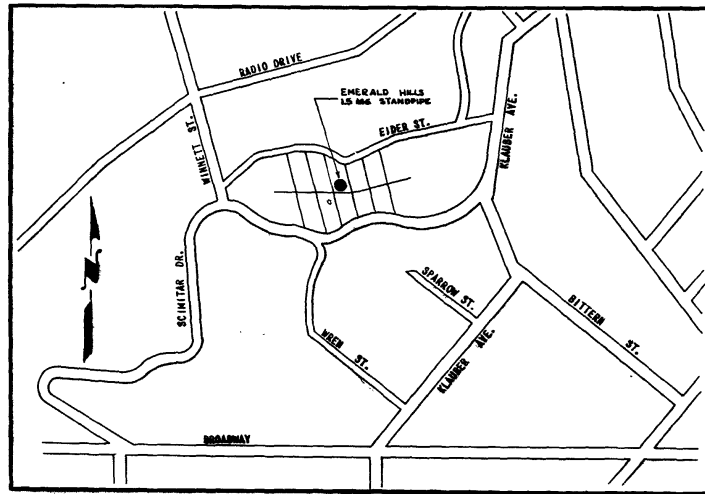


Photo 3: Stand Pipe

4.3. As-built Drawings



LOCATION MAP
Scale in Miles
0 1 2 3 4 5 6



VICINITY MAP
Scale in Feet
0 100 200 300 400 500

WORK TO BE DONE SCHEDULE

IMPROVEMENTS	CITY STANDARD DRAWINGS:	LEGEND
WATER MAIN & APPURTENANCES	W-3-50, W-4-50, W-12-55, W-50-50	
3" ASPHALTIC CONCRETE SURFACE (AC)		
GATE VALVES	W-12-55	
6" BERM	0-21-55	
CHAIN LINK FENCE	M-4-55, M-5-55	
ELECTRICAL APPURTENANCES	E-11-52, E-44-50	

SPECIFICATIONS

STANDARD SPECIFICATIONS OF THE CITY OF SAN DIEGO AS FOLLOWS:
 PART I, FILED APRIL 9, 1950, INCLUDING AMENDMENT FILED APRIL 8, 1958.
 PART II, FILED OCT. 10, 1961.
 PART III, SERIES MAY 1, 1955.
 PART V, FILED MAY 9, 1958
 SPECIAL SPECIFICATION NO. 1351

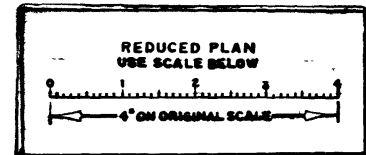
PROPERTY ACQUISITION

NORTH ENCANTO ELEVATED TANK SITE FILE NO. 5216 (AUG. 17, 1960)
 EMERALD HILLS STANDPIPE SITE 8264-B (OCT. 20, 1960)

NOTES

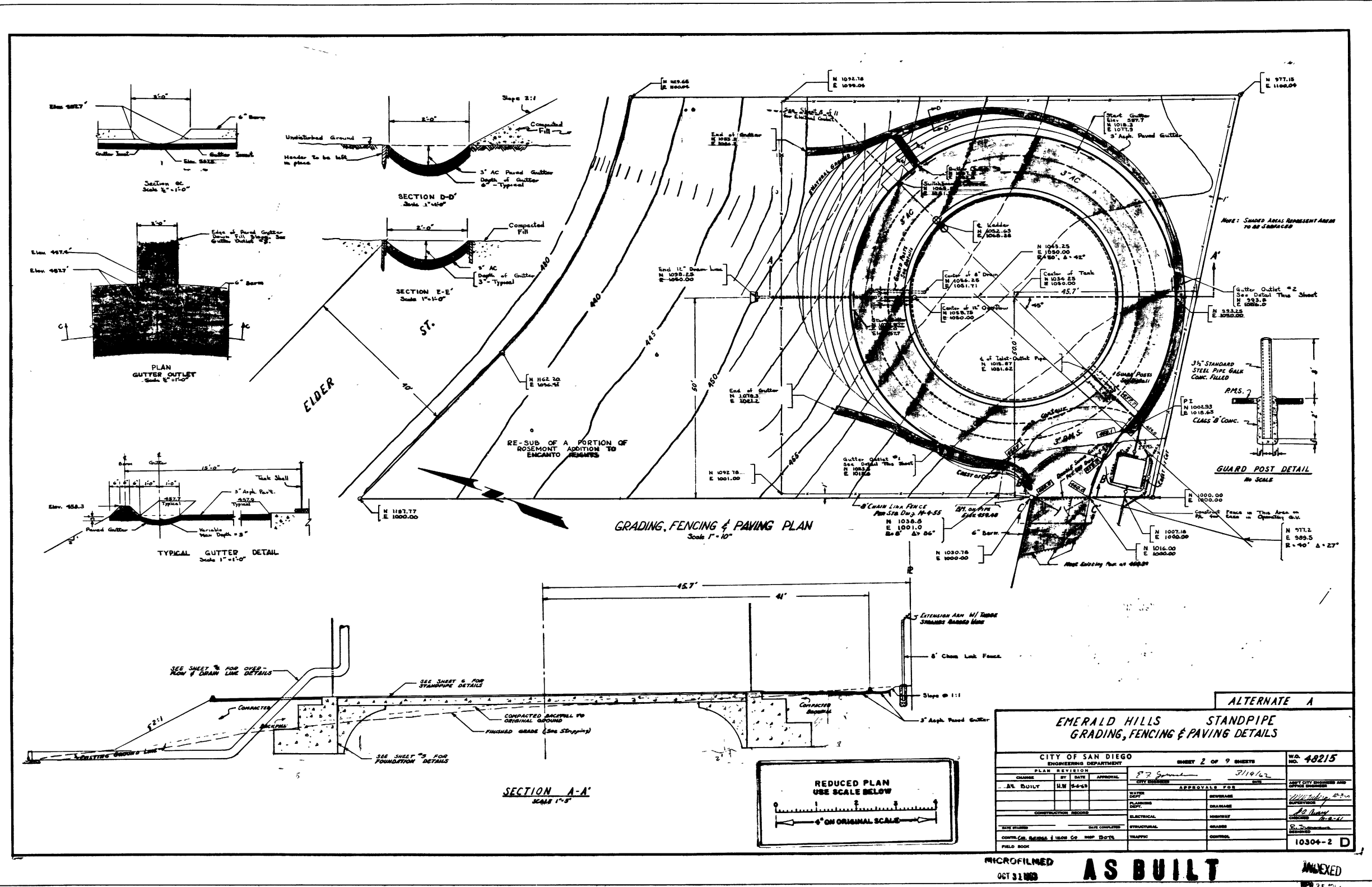
1. THE LOCATIONS AND ELEVATIONS OF UTILITIES AND IMPROVEMENTS AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY.
2. THE LOCATION AND INSTALLATION OF ALL NEW METER BOXES AND WATER SERVICES WILL BE BY CITY FORCES.
3. THE ELEVATIONS SHOWN ARE CITY DATUM AND THE PIPELINE ELEVATIONS ARE TO INVERT.
4. PRIOR TO TRENCHING, CONTACT:
 PACIFIC TELEPHONE & TELEGRAPH CO., SUNDAY DIVISION, TEL. 827-9054.
 SAN DIEGO GAS & ELECTRIC CO., UNDERGROUND ELECTRIC DIVISION, TEL. 823-4252, EXT. 8215.
5. TESTING ASBESTOS CEMENT PIPE:
 IN ADDITION TO THE REQUIREMENTS OF SECTION 201.02.01 OF CITY STANDARD SPECIFICATIONS PART V, ALL ASBESTOS CEMENT PIPE MANUFACTURED WITHIN OR OUTSIDE OF THE CONTINENTAL LIMITS OF THE UNITED STATES OF AMERICA SHALL BE TESTED WITHIN THE STATE OF CALIFORNIA BEFORE USE WITHIN THE CITY LIMITS, AND APPROVED BY THE LATEST AEMASD-WATER WORKS ASSOCIATION STANDARD SPECIFICATION 2-200.

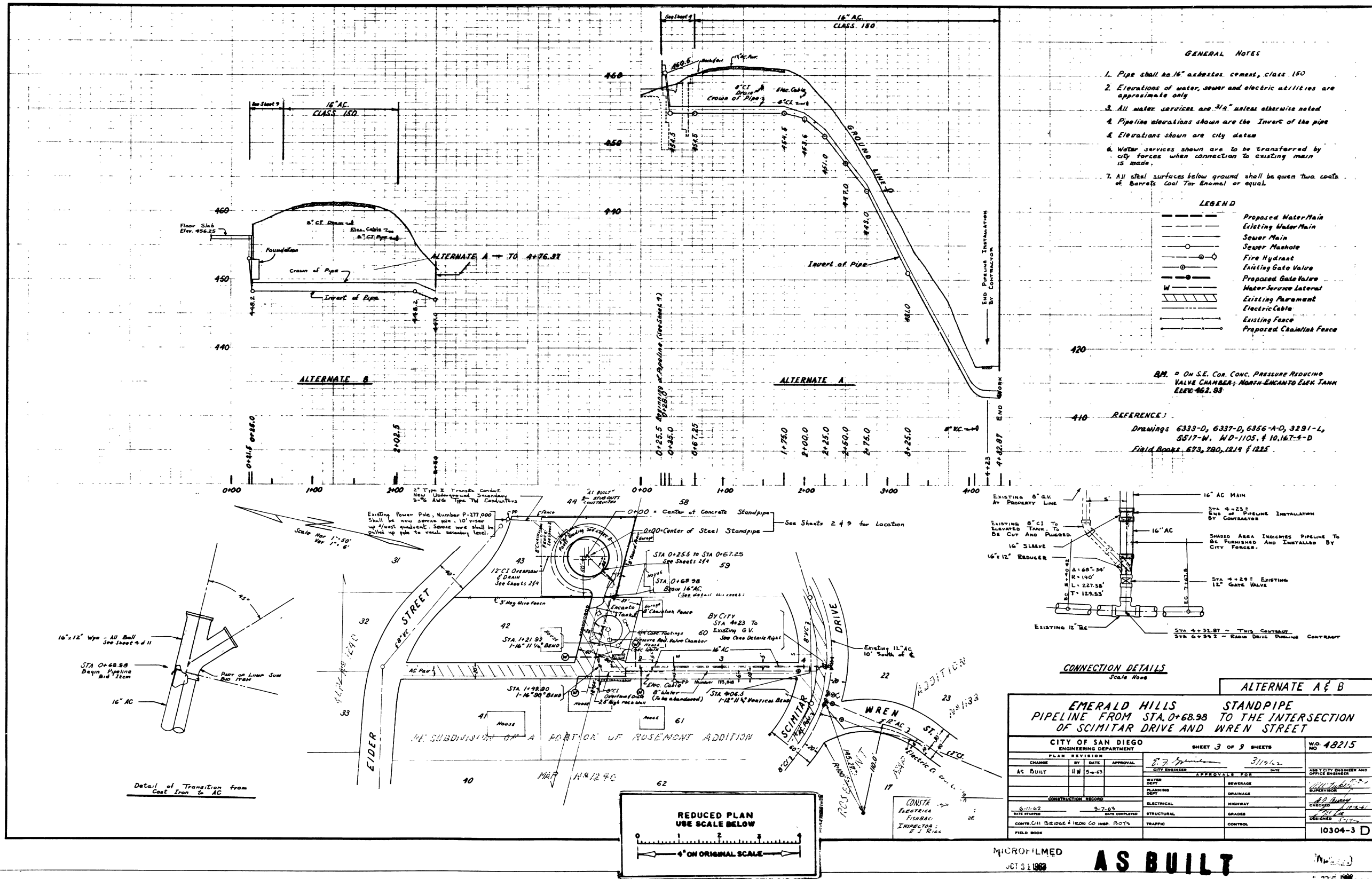
WORK STARTED: 4-11-62
 WORK COMPLETED: 5/15/62
 CONTRACTOR: CHICAGO BRIDGE & IRON CO.
 36" AC STANDPIPE (ORDER 9-10-48)
 L.A. BOYS
 ENCLOSURE

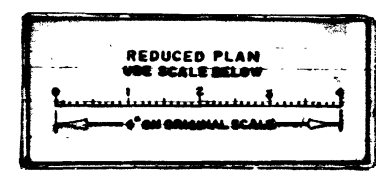
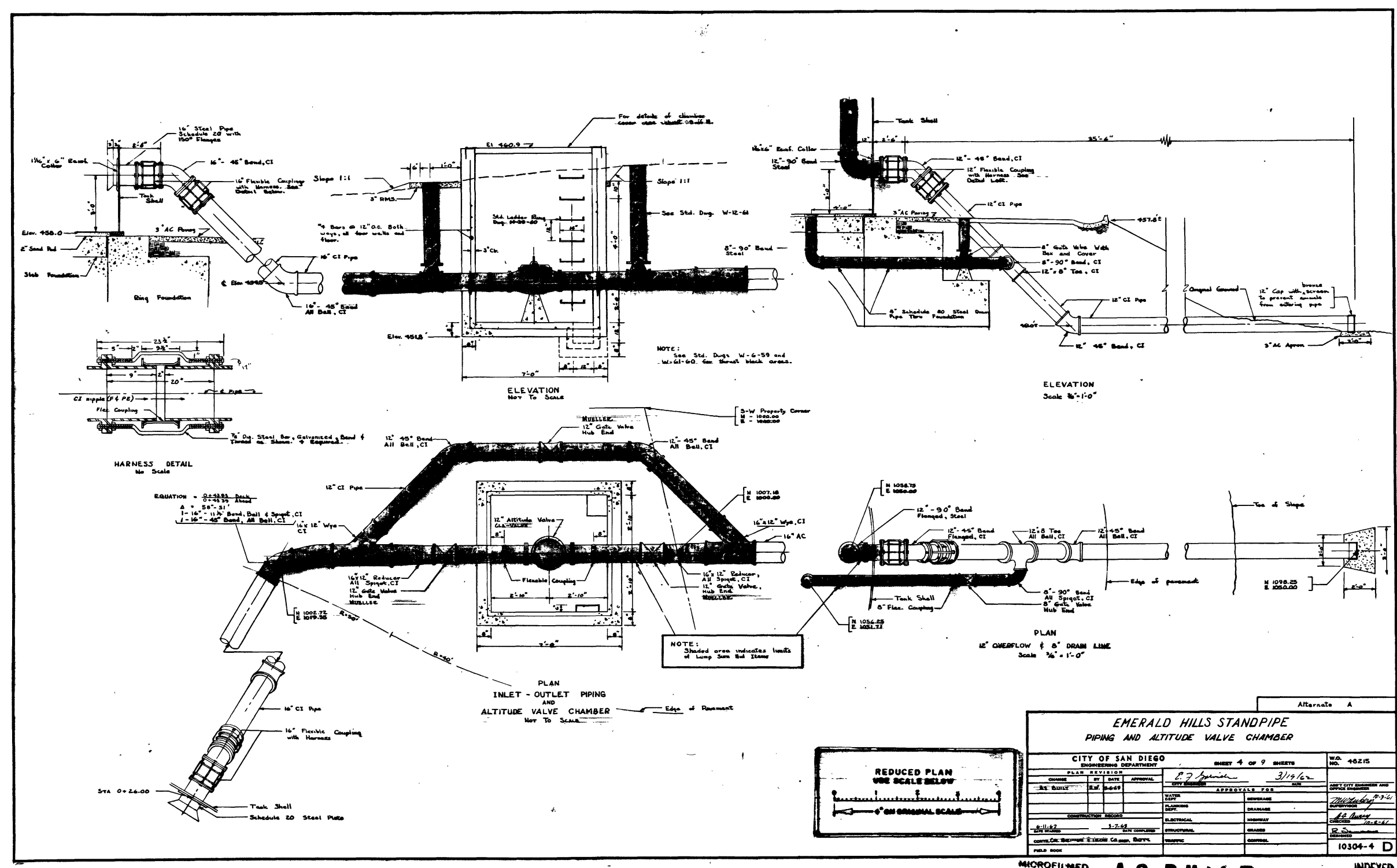


CITY CONTRACT			
EMERALD HILLS 15 MG STANDPIPE VICINITY AND LOCATION MAP			
CITY OF SAN DIEGO ENGINEERING DEPARTMENT		SHEET 1 OF 9 SHEETS	
CHANGE	BY	DATE	APPROVAL
AS BUILT	ELW	5-6-62	
CONSTRUCTION RECORD		APPROVALS FOR	
DATE	BY	DATE	BY
6-11-62	ELW	5-2-62	W. M. [Signature]
CITY OF SAN DIEGO		CITY ENGINEER	
10304-1 D			

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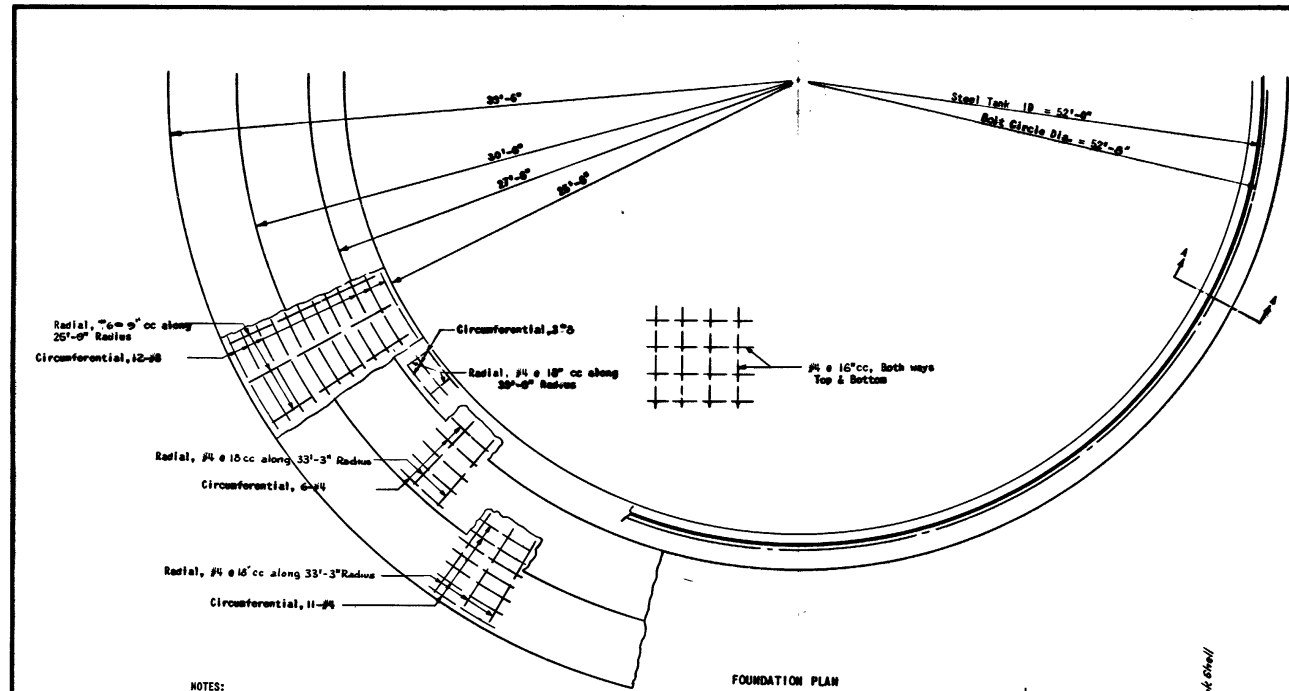






CITY OF SAN DIEGO ENGINEERING DEPARTMENT				SHEET 4 OF 9 SHEETS		W.D. 48215
DATE	BY	APPROVAL	DATE	BY	APPROVAL	DATE
AS BUILT	3-7-69	[Signature]	3/19/69	[Signature]		
CONSTRUCTION RECORD						
PLANNING						
DESIGN						
ELECTRICAL						
MECHANICAL						
CIVIL						
FIELD						
PROJECT NO. 10304-4						D

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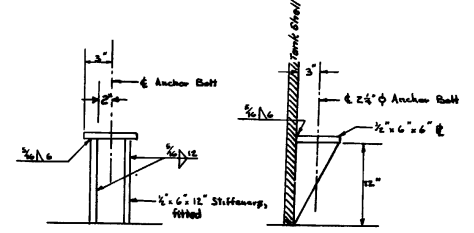


NOTES:
 Contractor shall excavate and place concrete to neat lines as shown. Concrete for reinforced ring and slab shall be class "A". Concrete for parabolic fillet shall be class "C".

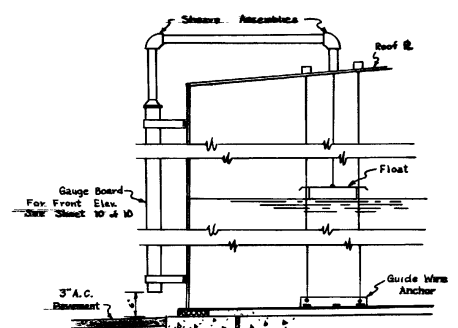
All reinforcing bars shall have a minimum concrete cover of 3". All reinforcing bars shall have a minimum of 20 diameter lap where spliced. Splices shall be staggered.

Notes for design of dome & shell, steel tank.
 1. Roof live load shall be 20 psf; neglect snow load.
 2. Seismic loads shall be as specified by the 1961 edition of USC and the Bulletin of the Seismological Society of America, July 1940 with a seismic coefficient of 0.12.
 3. Design calculations shall be submitted with shop plans.
 4. Refer to Special Conditions for further design information.

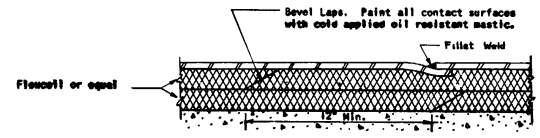
FOUNDATION PLAN
 SCALE: 1/4" = 1'-0"



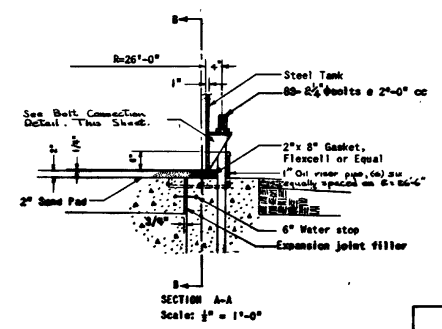
BOLT CONNECTION DETAIL
 Scale 1 1/2" = 1'-0"



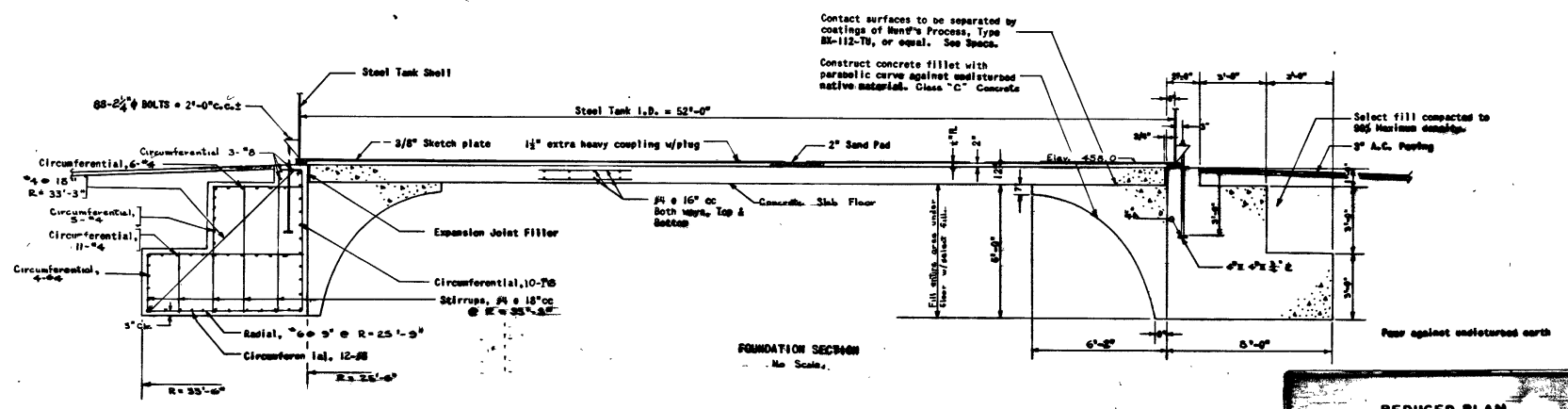
DETAIL
GUIDE WIRE ASSEMBLY
 No Scale



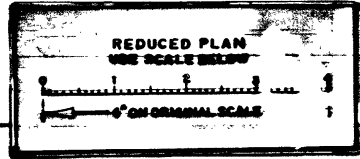
SECTION B-B
 No Scale



SECTION A-A
 Scale: 1/2" = 1'-0"



FOUNDATION SECTION
 No Scale.

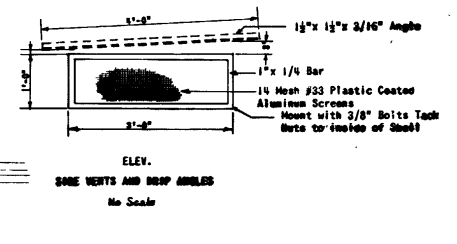
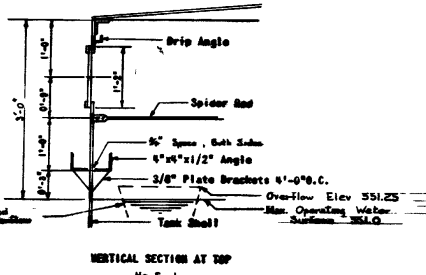
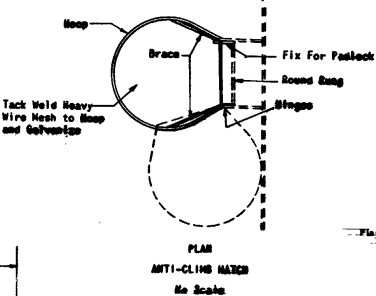
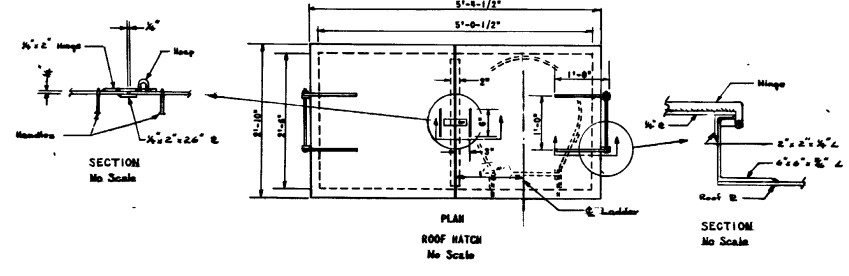
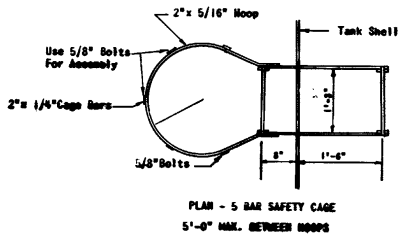
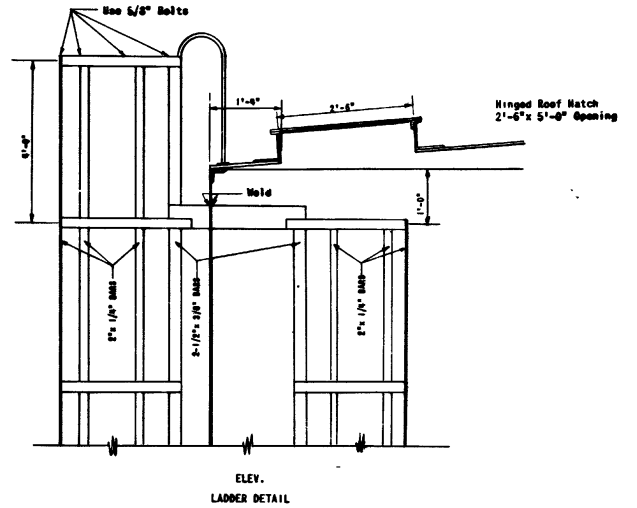
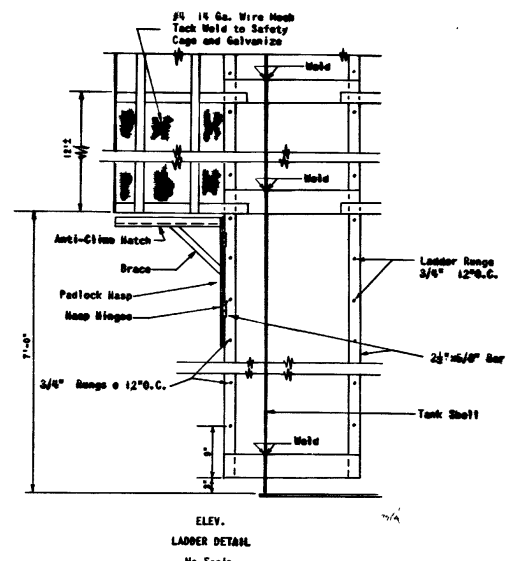
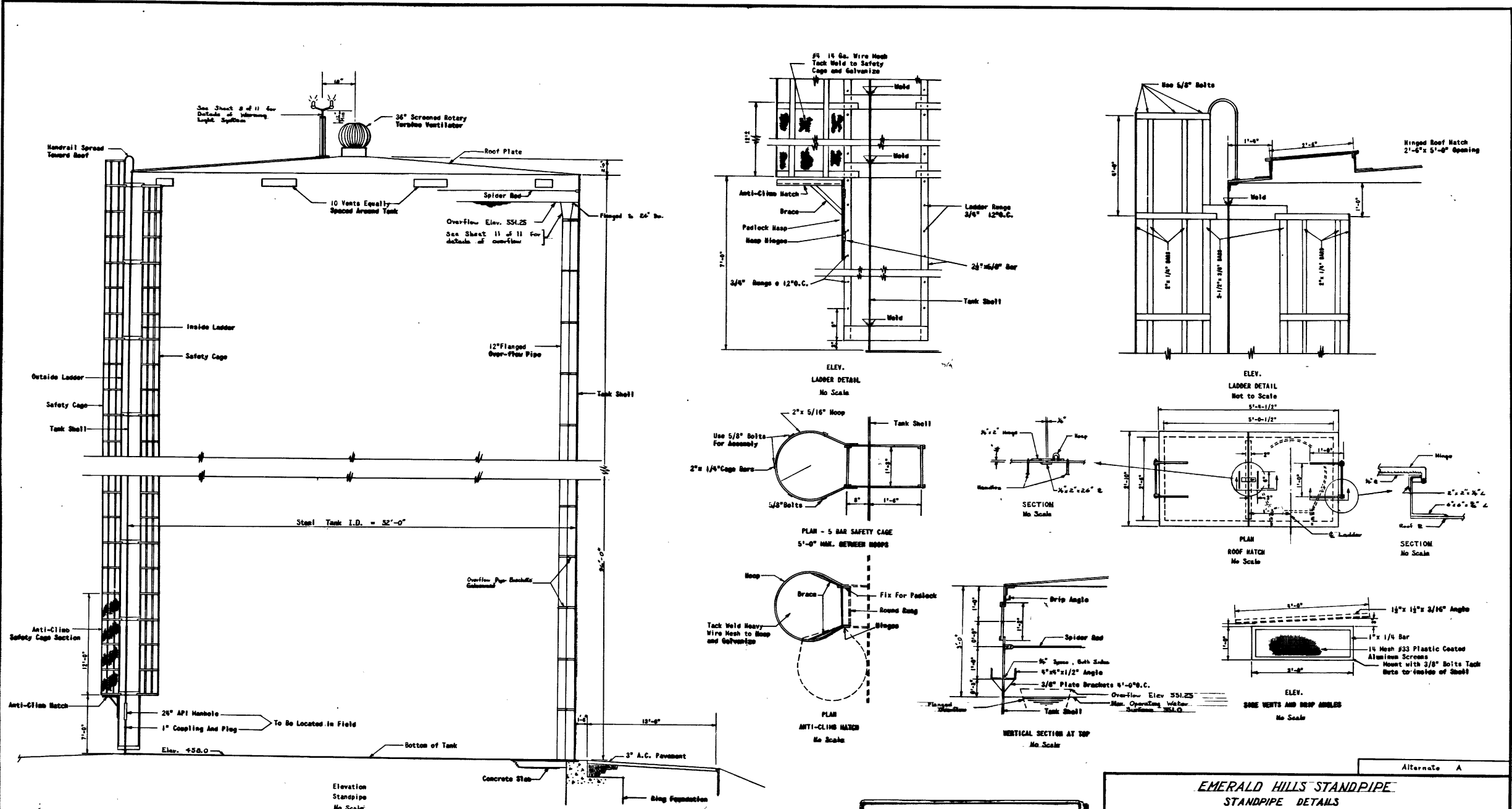


CITY OF SAN DIEGO				ENGINEERING DEPARTMENT		SHEET 5 OF 9 SHEETS		W.D. 48215	
EMERALD HILLS STANDPIPE RING & SLAB FOUNDATION SECTIONS AND DETAILS				APPROVALS FOR		DATE		BY	
DESIGNED	BY	DATE	APPROVAL	DESIGNED	BY	DATE	APPROVAL	DESIGNED	BY
APR BUILT	BY	DATE	APPROVAL	DESIGNED	BY	DATE	APPROVAL	DESIGNED	BY
CONSTRUCTION ENGINEER	ENGINEER	DATE	APPROVAL	DESIGNED	BY	DATE	APPROVAL	DESIGNED	BY
FIELD BOOK	DATE	DATE	APPROVAL	DESIGNED	BY	DATE	APPROVAL	DESIGNED	BY

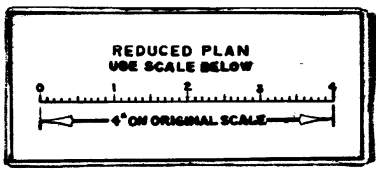
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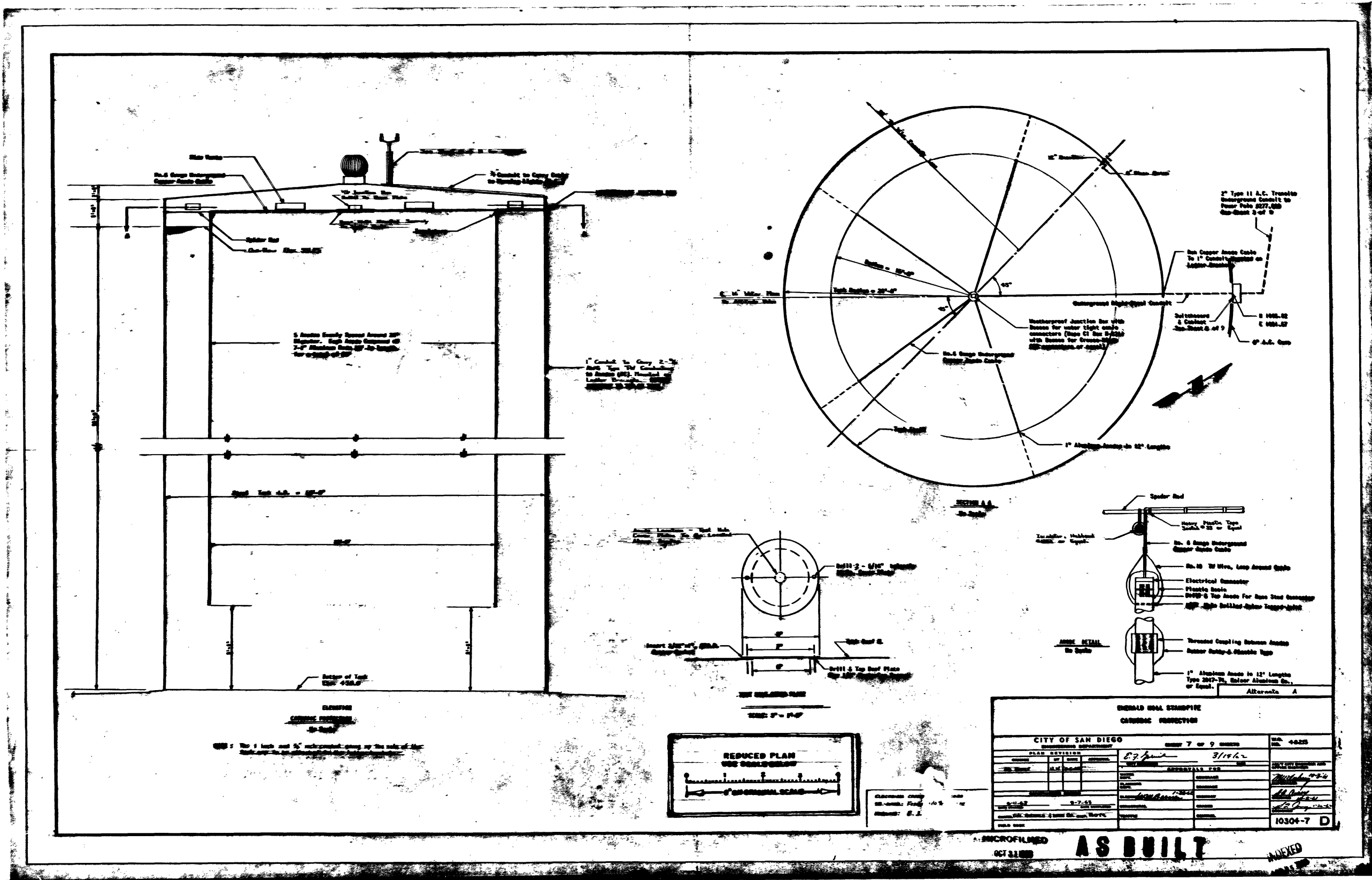


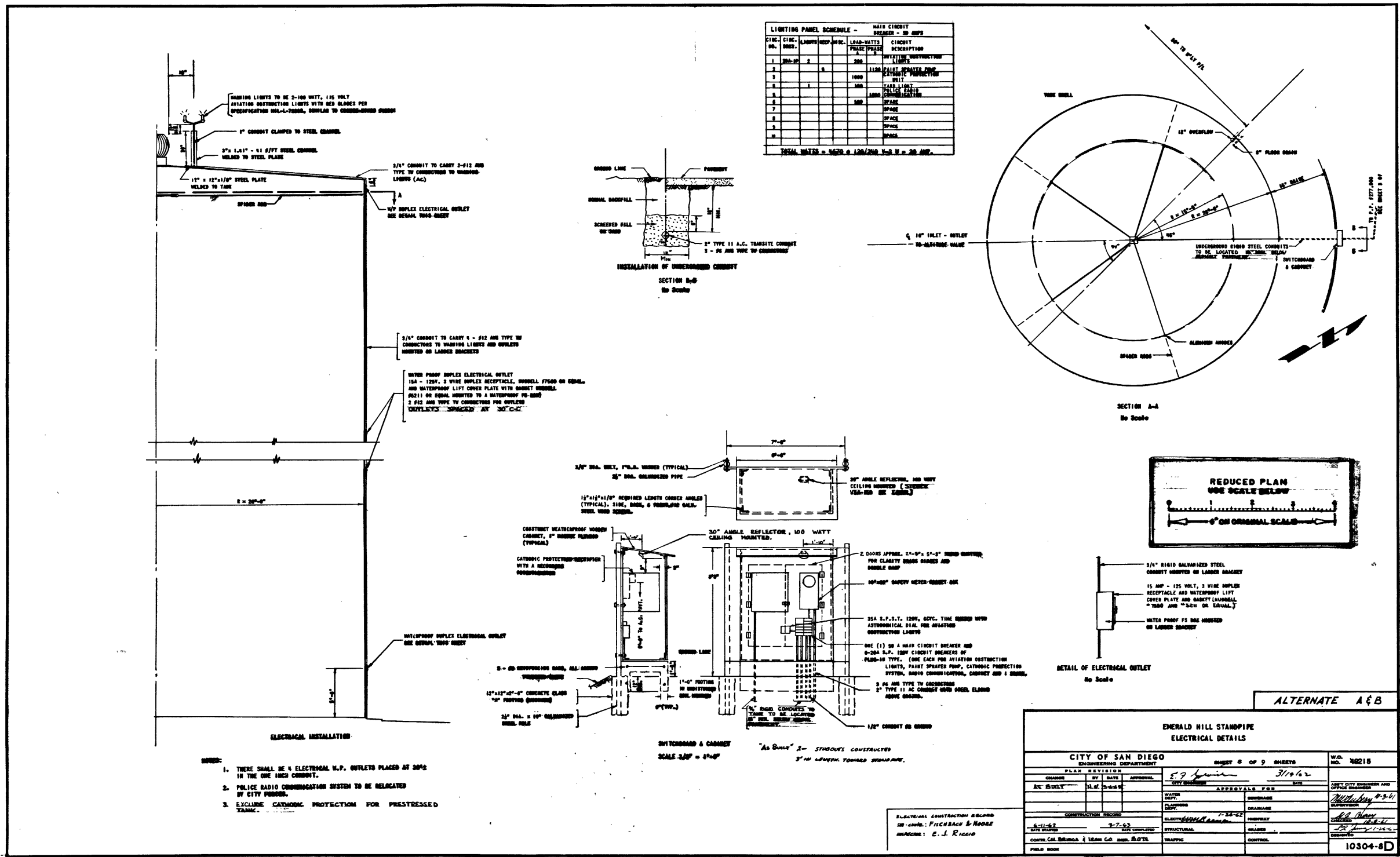
NOTE: See sheet 2 of 11 for location of ladder and overflow pipe. They are not to be placed in alternate.

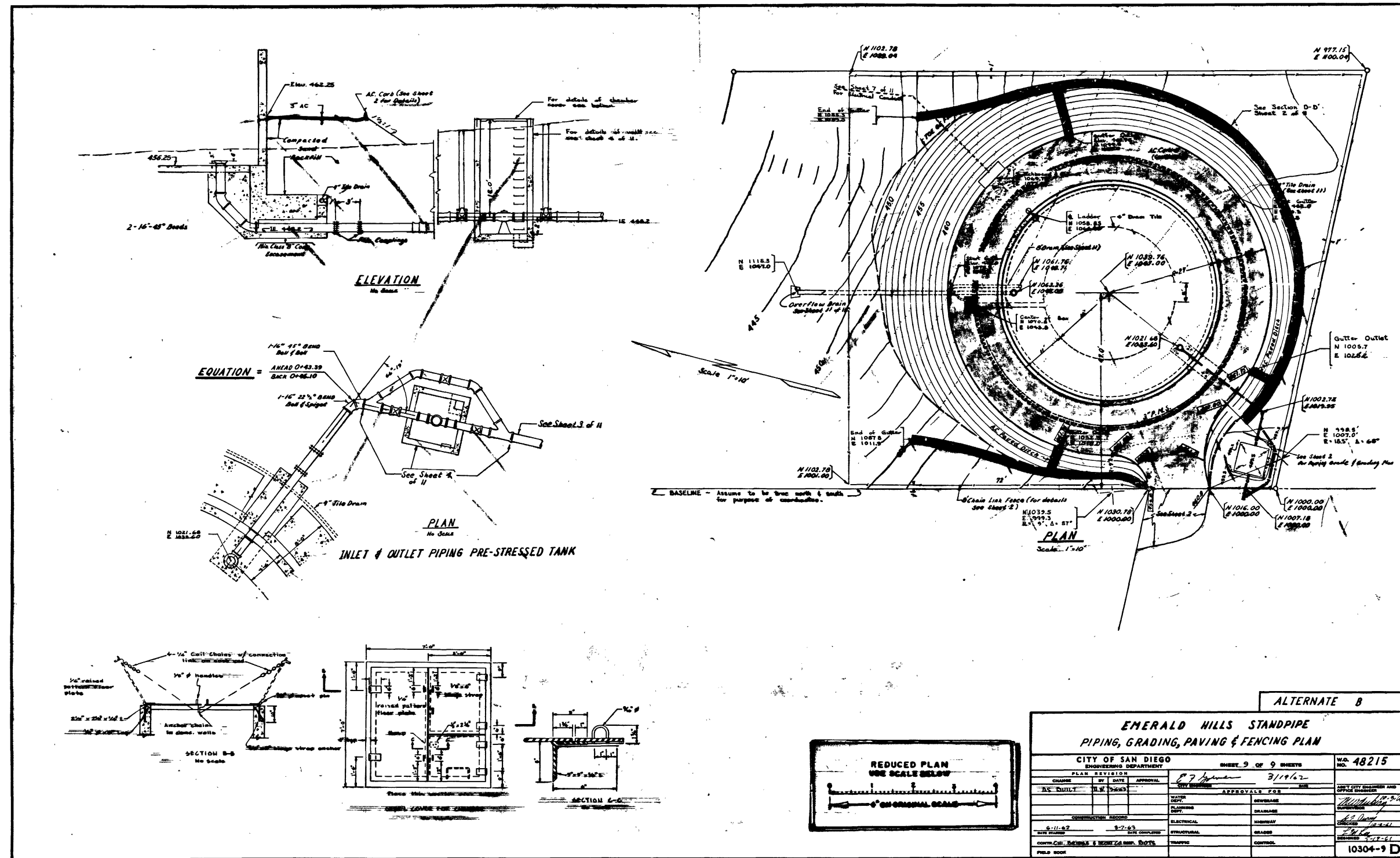


CITY OF SAN DIEGO ENGINEERING DEPARTMENT				SHEET 6 OF 9 SHEETS		W.D. NO. 4825
CHANGE	BY	DATE	APPROVAL	CITY ENGINEER	DATE	APPROVALS FOR
AS BUILT	SLW	5-6-64			3/19/62	
COMPLETION RECORD			APPROVALS FOR			
WATER			SEWERAGE			
PLUMBING			DRAINAGE			
ELECTRICAL			HIGHWAY			
CIVIL ENGINEERING			GRADES			
CONV. CH. BULKHEADS & BRUSH CO. MARK P.O.T.			TRAFFIC			
FIELD BOOK			CONTROL			
						10304-6 D

MICROFILMED OCT 3 1968 **AS BUILT** INDEXED





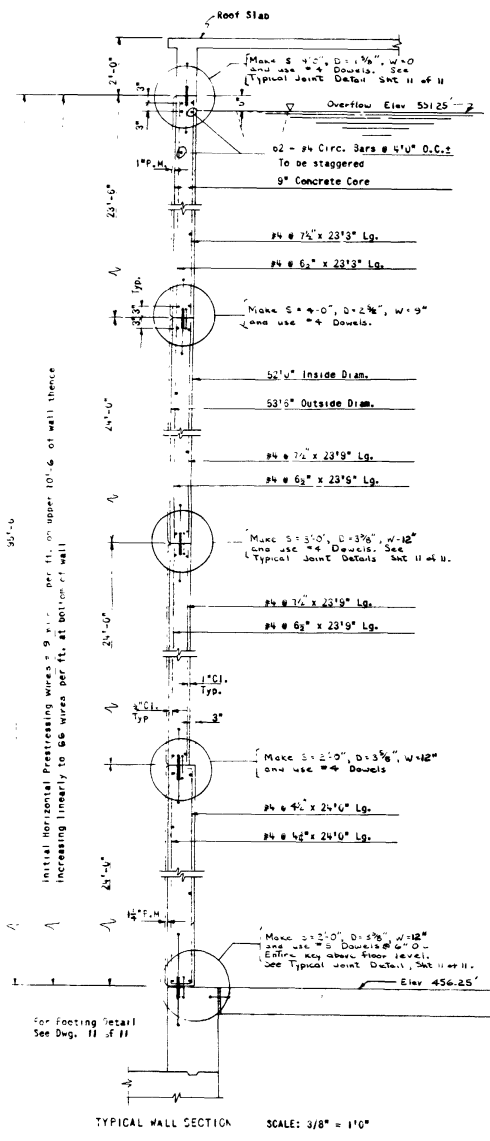


EMERALD HILLS STANDPIPE PIPING, GRADING, PAVING & FENCING PLAN			
CITY OF SAN DIEGO ENGINEERING DEPARTMENT		SHEET 9 OF 9 SHEETS	NO. 48215
PLAN REVISION	BY	DATE	APPROVAL
AS BUILT	H.W. DICKS	3/11/62	[Signature]
CONSTRUCTION RECORD			
6-11-62		5-7-63	
DATE REVISION		DATE REVISION	
COUNTY: SAN DIEGO & IMPERIAL	DESIGNED: [Signature]	CHECKED: [Signature]	APPROVED: [Signature]
FIELD WORK			

MICROFILMED
OCT 3 1968

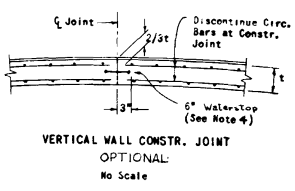
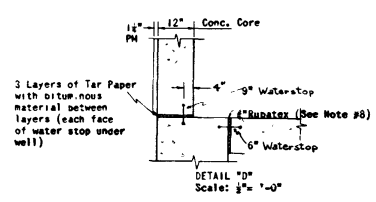
AS BUILT

10304-9 D

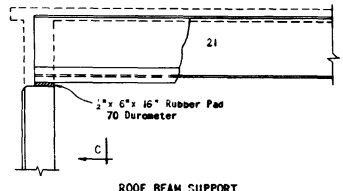


TYPICAL WALL SECTION SCALE: 3/8" = 1'-0"

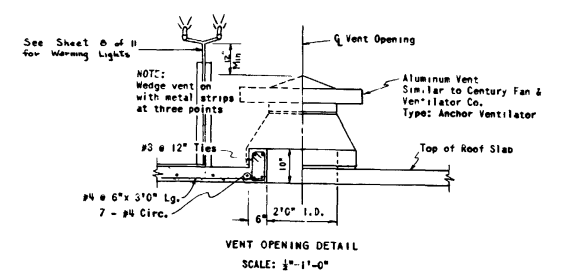
- NOTES:**
1. Pneumatic mortar coating shall be applied in two applications. #4 and #6 gal. welded wire fabric shall be placed between applications with 3/16" min. cover.
 2. Min. Conc. Cyl. Strength 28 days: wall, roof, footing & floor, f = 3750 psi.
 3. Backfill shall be compacted to 95%.
 4. Waterstop shall be Rubber Dumbell Type meeting Federal Specifications 22-R-601-a Requirements.
 5. Intersections and joints of waterstop shall be watertight.
 6. Maximum soil pressure is 6,000 p.s.f. for static loads.
 7. All piping to go through floor and to be located as per drawings and specifications.
 8. Rubatex is R-4111-K, soft grain closed cellular neoprene as manufactured by The Rubatex Division of The Great American Industries, Inc. of Bedford, Va., or equal.
 9. If Die is used:
 - Die of Die = 0.162 in.
 - Die of Prestressing Wire = 0.192 in.
 - Initial Wire Stress = 150,000 psi.
 - It is so long shall the final prestress in the wire, after all losses, be less than 125,000 psi.



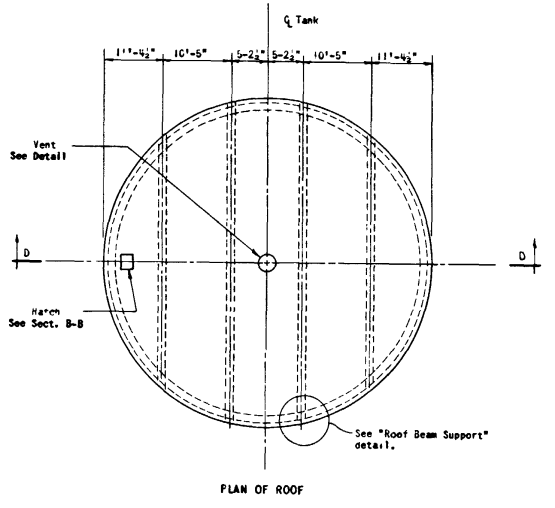
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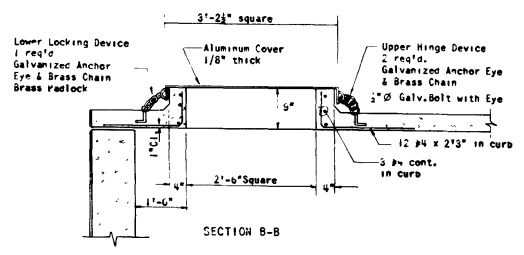
ROOF BEAM SUPPORT



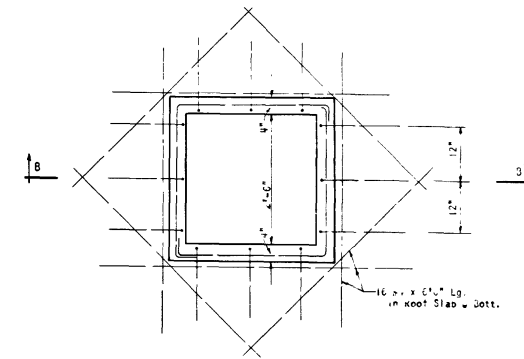
VENT OPENING DETAIL SCALE: 1/4" = 1'-0"



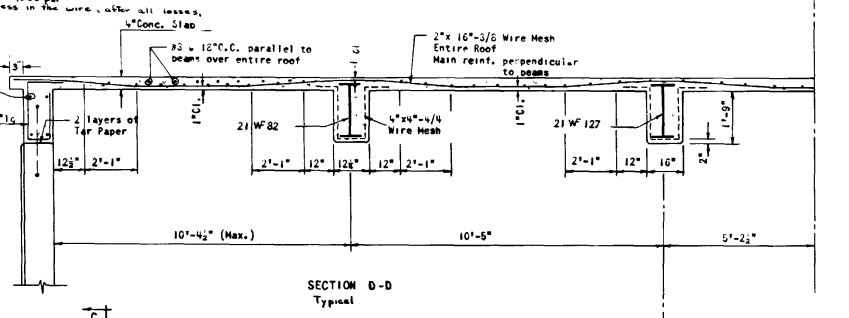
PLAN OF ROOF



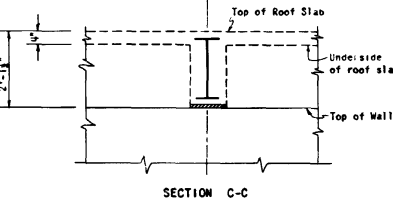
SECTION B-B



PLAN HATCH DETAIL Scale: 1/4" = 1'-0"

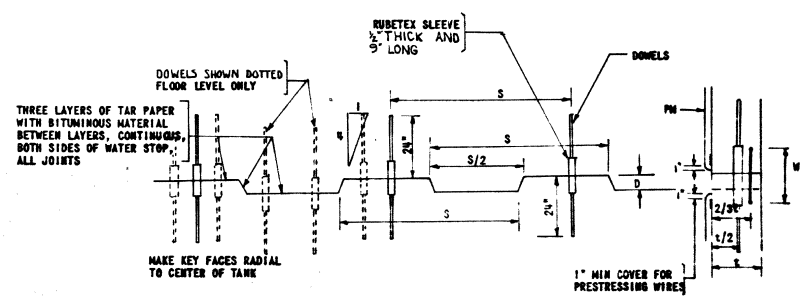
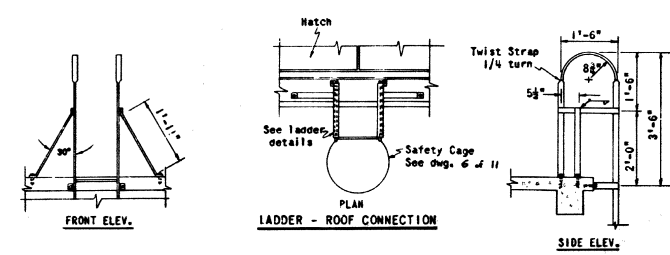
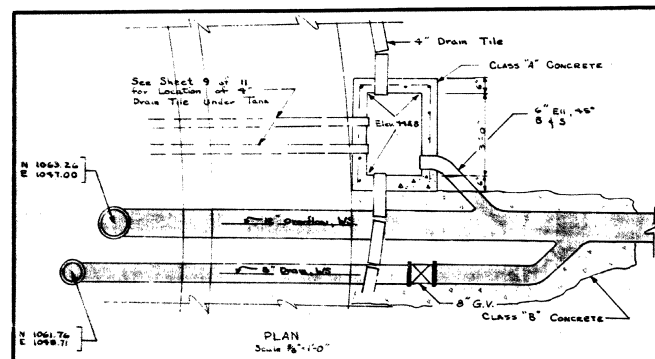


SECTION D-D Typical

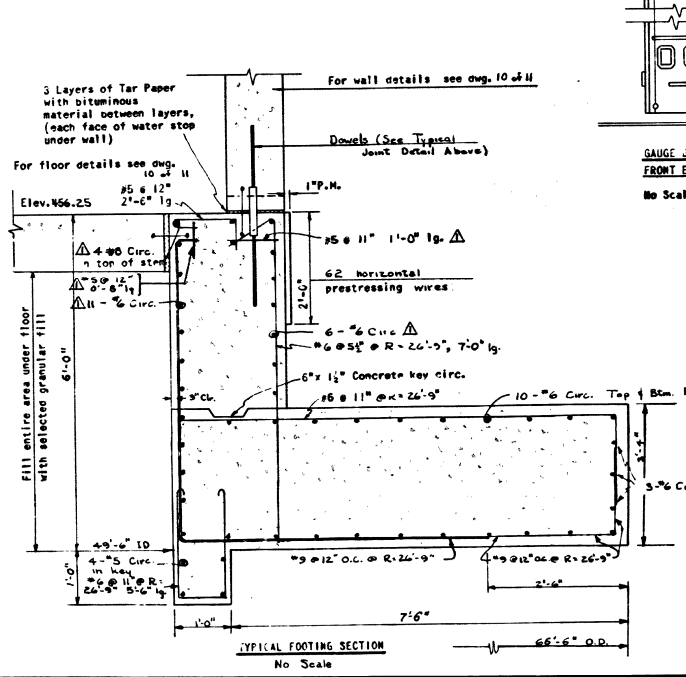
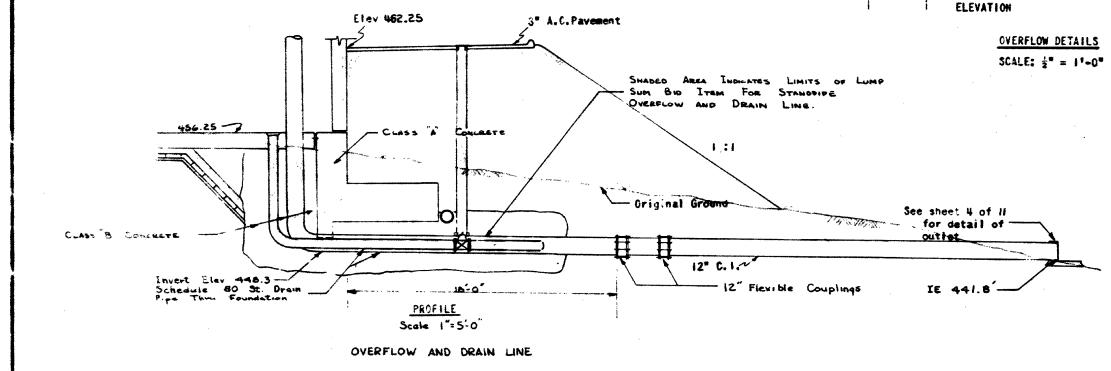
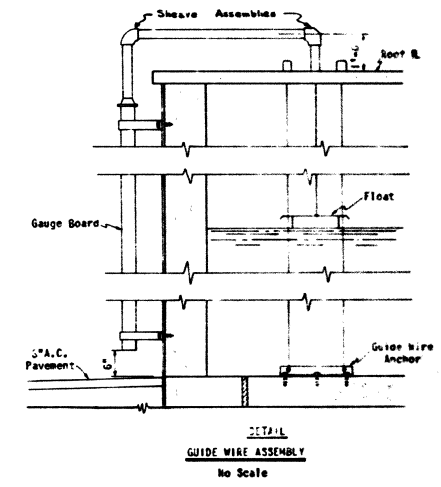
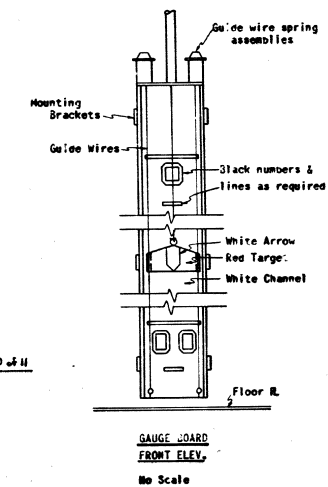
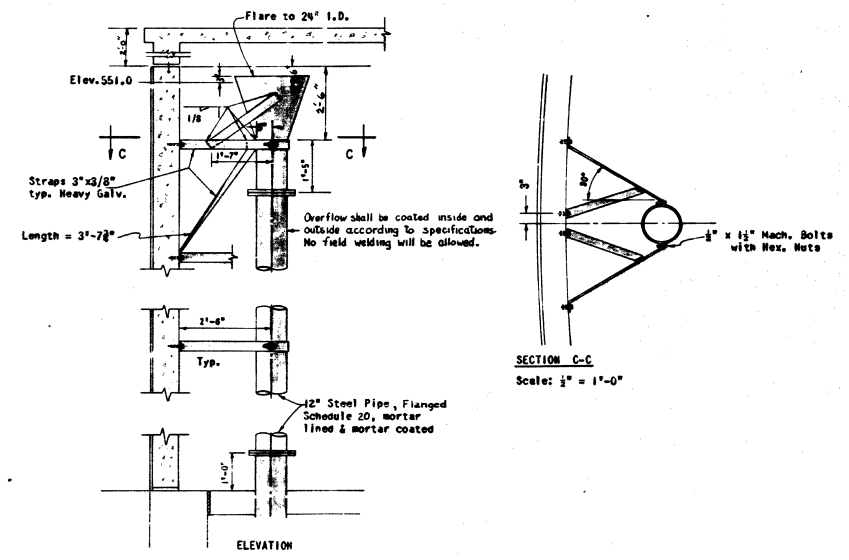
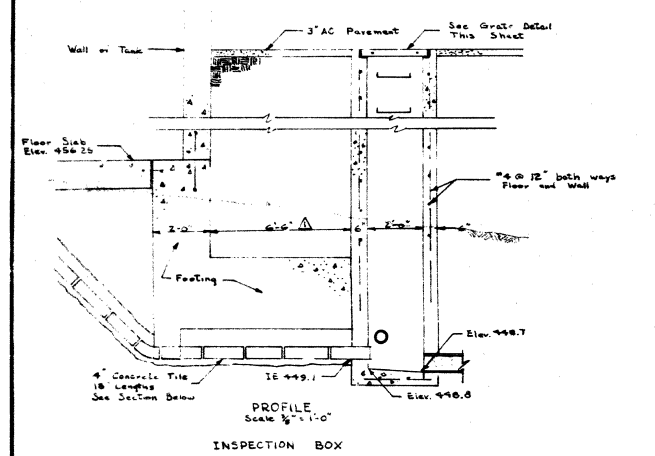


SECTION C-C

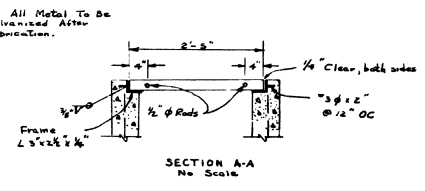
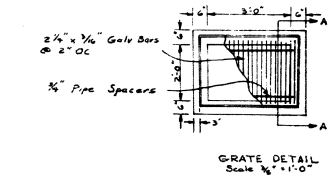
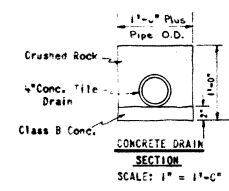
CITY OF SAN DIEGO				ENGINEERING DEPARTMENT		SHEET 10 OF 11 SHEETS		WO. NO. 48215
CHANGE	BY	DATE	APPROVAL	CITY ENGINEER	APPROVALS FOR	DATE	APPROVALS FOR	DATE
					WATER		SEWERAGE	
					PLANNING		DRAINAGE	
					ELECTRICAL		HIGHWAY	
					STRUCTURAL		GRADES	
					TRAFFIC		CONTROL	
10304-10 D								



NOTE:
 S = KEY SPACING, ALSO DOWEL SPACING (ALL LEVELS EXCEPT FLOOR LEVEL)
 D = KEY DEPTH
 W = WIDTH OF DOWEL WATER STOP
 t = CORE THICKNESS



- NOTES:
1. Min. lap of circ. reinf. to be 40 diameters.
 2. For general notes see dwg. 3 of 11
 3. Provide suitable soil moisture protection as recommended in C.T.'s soil report.
 4. All piping to pass under footing. (Trusses to be supported @ 95% Compression)
 5. Design soil pressure = 6,000 psf regular condition, 7,800 psf seismic condition.
 6. Min. 28 day conc. cylinder strength = 5750 p.s.i.
 7. Coat dowels under sleeve and 3" adjacent to sleeve with 1/8" thick 'Esso R-11' tan No. 377 as manufactured by Esso Standard Oil Co., cost as per Esso recommendation.



CITY OF SAN DIEGO ENGINEERING DEPARTMENT				EMERALD HILLS STANDPIPE		W.D. NO. 18215
PLAN	REVISION	DATE	APPROVAL	DATE	BY	CHKD.
				4/13/62		
CHANGE	BY	DATE	APPROVAL	DATE	BY	CHKD.
Final/Steel	RAS	7/1/62	[Signature]			
CONSTRUCTION RECORD			APPROVALS FOR			
WATER DEPT.			SEWERAGE			
PLANNING DEPT.			DRAINAGE			
ELECTRICAL			HIGHWAY			
STRUCTURAL			GRADES			
TRAFFIC			CONTROL			
10304-11-AD						

4.4. Notice of Exemption

NOTICE OF EXEMPTION

(Check one or both)

TO: X RECORDER/COUNTY CLERK
P.O. BOX 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT
1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

 OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

PROJECT NO.: PTS 348220 / IO 21002797

PROJECT TITLE: Emerald Hills Standpipe Demolition

PROJECT LOCATION-SPECIFIC: The project is located at 6352 Scimitar Drive, San Diego, CA 92114. The project site is within the Southeastern community planning area (Council District 4).

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The Public Utilities Department is proposing to demolish the existing steel standpipe; including the foundation, inlet valve vault, effluent piping, ladders, and guard posts. After the standpipe is removed, the area will be filled in and graded to pre-construction conditions, revegetated with native vegetation, and maintained and monitored for no less than 25 months. The Emerald Hills Standpipe has been out of service for approximately 20 years and no longer serves a hydraulic function in the water distribution system. Community members would like the visually unappealing and unused standpipe to be removed.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Public Utilities Department
Contact: Staci Domasco, 9192 Topaz Way (MS 901A) San Diego, CA 92123 (858) 292-6409

EXEMPT STATUS: (CHECK ONE)

- MINISTERIAL (SEC. 21080(b)(1); 15268);
- DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
- EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c))
- CATEGORICAL EXEMPTION: SEC. 15061(b)(3) [General Rule]
- STATUTORY EXEMPTION

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review and determined the project meets the categorical exemption criteria set forth in the CEQA State Guidelines, Section 15061(b)(3) [General Rule], which states that CEQA only applies to projects which have the potential for causing a significant effect on the environment. The removal of the standpipe would be performed per all local, State, and federal regulations, and the project site would be returned to its pre-standpipe condition. The project work would not have a significant negative effect on the environment, but instead, would have a beneficial effect with the removal of a visually unappealing standpipe and the revegetation of the land with native plants.

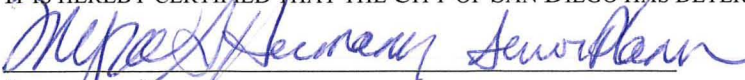
LEAD AGENCY CONTACT PERSON: REBECCA MALONE

TELEPHONE: (619) 446-5371

IF FILED BY APPLICANT:

- 1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
- 2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
 YES NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA


SIGNATURE/TITLE

January 23, 2014
DATE

CHECK ONE:

SIGNED BY LEAD AGENCY

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

SIGNED BY APPLICANT

MACC Request for Proposal (Rev. Nov. 2012)

Attachment A

Emerald Hills Standpipe Demolition

4.5. Draft Lead Related Construction Specifications



THE CITY OF SAN DIEGO



LEAD RELATED CONSTRUCTION SPECIFICATION

SECTION 13282

EMERALD HILLS STANDPIPE DEMOLITION

Located at
6452 Scimitar Dr., San Diego CA 92114
ALMP Project # 6896

October 28, 2013

Prepared by:

Alan J. Johans
Asbestos & Lead Program Manager
CDPH Inspector/Assessor, Project
Designer, Project Monitor #7770

Wm. Brad Blondet
Asbestos & Lead Program Inspector
CDPH Inspector/Assessor #5464

City of San Diego
Environmental Services Department
Office of Energy, Sustainability and Environmental Protection
Asbestos & Lead Management Program
9601 Ridgehaven Court, Ste 320
San Diego, CA 92123
Tel: (858) 492-5086
MACC Request for Proposal (Rev. Nov. 2012) Attachment A Emerald Hills Standpipe Demolition
Fax: (858) 492-5089

Table of Contents

DIVISION 01 - GENERAL REQUIREMENTS 4

1.1 SUMMARY SCOPE OF WORK 4

1.2 CONTRACTOR USE OF THE PREMISES 4

1.3 PROJECT COORDINATION 4

1.4 PROJECT SUBMITTALS..... 5

1.5 SCHEDULES AND REPORTS..... 6

1.6 PRODUCT DATA 6

1.7 PROJECT CLOSE-OUT 6

DIVISION 02 - DEFINITIONS 6

2.1 DEFINITIONS 6

DIVISION 03 - SITE WORK 10

3.1 INTRODUCTION..... 10

3.2 BACKGROUND INFORMATION 10

3.3 GENERAL INFORMATION 10

3.4 PROJECT ADMINISTRATION 10

3.5 SPECIAL REPORTS 10

3.6 COMPLIANCE WITH CODES AND REGULATIONS 11

3.7 PERMITS AND LICENSES..... 13

3.8 PERMITS 13

3.9 LICENSES..... 13

3.10 HEALTH AND SAFETY 13

3.11 WORKSITE PREPARATION..... 15

3.12 TEMPORARY FACILITIES 15

3.13 METHODS OF CONTROL 16

3.14 CLEANING..... 18

3.15 CLEARANCE 18

3.16 DISPOSAL OF HAZARDOUS WASTE..... 19

APPENDIX A 21

CERTIFICATE OF LEAD WORKER'S ACKNOWLEDGMENT 21

APPENDIX B 22

CERTIFICATION OF VISUAL INSPECTION 22

APPENDIX C 23

LABORATORY RESULTS..... 23

DIVISION 01 - GENERAL REQUIREMENTS

1.1 SUMMARY SCOPE OF WORK

- 1.1.1 Remove lead based paint six inches (6") from the "cut lines" to accommodate the torch cutting and demolition work at the Emerald Hills Standpipe structure.
- 1.1.2 Remove any sludge within the Emerald Hills Standpipe structure. Sludge should be considered a hazardous waste until Contractor has performed an appropriate waste characterization.
- 1.1.3 Stabilize any loose and flaking paint which may be impacted as a result of the demolition.
- 1.1.4 Lead related activities shall be completed in a demarcated/regulated work area and access restricted to certified personnel only.
- 1.1.5 When doing lead coating removal work, the debris and dust must be contained within the work area using methods and practices that prevent the materials from leaving the work area. Shrouded tools with HEPA vacuum attachments shall be used to remove for all lead based paint removal unless it can be proven not to be technically feasible. In the circumstance that it is deemed not to be technically feasible, Contractor shall submit alternative method to City and receive prior approval of the Project Monitor before using. All waste collected must be stored in sealable labeled drum containers (not in bags).
- 1.1.6 Laboratory results and investigation reports (see Appendix C).
- 1.1.7 Asbestos was not identified during the investigation of the property. If any materials are to be impacted outside of that detailed within the investigation reports additional sampling may be required.

1.2 CONTRACTOR USE OF THE PREMISES

All site rules and regulations affecting the work should be complied with while engaged in project activities. The existing structure should be maintained in a safe condition throughout the lead related construction activities. The Contractor will be responsible for adhering to all applicable building codes and fire safety requirements.

All public areas will be kept free of accumulated waste, materials, rubbish, and debris.

1.3 PROJECT COORDINATION

It will be the responsibility of the Contractor to coordinate all site activities with the City's Asbestos & Lead Management Program's Project Monitor including any meetings, surveys, special reports, and site usage limitations.

1.4 PROJECT SUBMITTALS

The contractor shall not commence any work until approval has been given from the City and should provide two weeks for the City to review prior to start. The Contractor shall submit the following prior to commencement of any lead related construction activities:

1. Method, equipment, and materials for lead related construction activities
2. Site plan indicating areas of work and lead decontamination facilities, if necessary
3. A description of methods to be used to control dispersion of dust to the interior and exterior of the structure
4. Methods used to assure the safety of workers and visitors to the site
5. Respiratory protection program
6. Copies of Blood Lead Levels and Zinc Protoporphyrin tests as specified in Section 3.10 of this specification. The Contractor will be required to submit training, certifications, and blood testing for any "new" employees in the project-specific package.
7. A list of employees who will be performing the work and the supervisor in charge of the project
8. Employee proof of lead training and California Department of Public Health (CDPH) Supervisor and Worker certifications
9. Copies of Contractor's EPA's Renovate, Repair, Painting (RRP) training certificates and Certificate of Worker's Acknowledgment (Appendix A) for all employees who will be doing lead work
10. Submit Cal/OSHA pre-job notification for lead-related construction work per Title 8 CCR 1532.1 subsection (p), "Lead-Work Pre-Job Notification"
11. Permits, notifications, and licenses needed to perform work (including hazardous waste hauler's registration)
12. The timing and projected completion date of the work.
13. Site specific contingency plan (for emergencies including fire, accident, power failure, or any other event that may require notification, decontamination, or work area isolation procedures)
14. Estimation of the type and amount of waste to be generated
15. Any special reports

At the end of a project, the Contractor shall submit the following to the Project Monitor:

1. Personal Air Sample Results
2. Copies of Project Daily Logs
3. Containment Entry/Exit Logs
4. Waste Disposal Documentation
5. Certificate of Visual Inspection

1.5 SCHEDULES AND REPORTS

The Contractor shall provide the Project Monitor with a tentative time line which outlines the lead abatement schedule. These documents will be reviewed and approved by the City prior to the commencement of work.

1.6 PRODUCT DATA

The Contractor shall submit product information that is to be used during the lead hazard control activities prior to commencement of work (i.e., encapsulant coatings). General information required on product data includes manufacturer's standard printed recommendations for application and use, compliance with recognized standards of trade association and testing agencies, and safety data sheets (SDSs).

1.7 PROJECT CLOSE-OUT

Upon completion of work and prior to payment, the Project Monitor will proceed with an initial inspection of the lead hazard control area. A Certificate of Visual Inspection (Appendix B) will be signed by both the Contractor and Project Monitor. The Contractor will not be paid until the area meets the established project-specific clearance criteria and has submitted the required information.

DIVISION 02 - DEFINITIONS

2.1 DEFINITIONS

- 2.1.1 Abatement: Any set of measures designed to permanently eliminate lead based paint hazards including paint removal, building component removal, or near-permanent enclosure of lead based paint hazards.
- 2.1.2 Accredited or Accreditation: (when referring to a person or laboratory): A person or laboratory having the appropriate accreditation as described in the specific section of this specification.
- 2.1.3 Action Level: An 8-hour time weighted average (TWA) lead airborne concentration of 30 $\mu\text{g}/\text{m}^3$.
- 2.1.4 Air Monitoring: The process of measuring the airborne concentrations of a contaminant.
- 2.1.5 Authorized Visitor: The Owner, the Owner's Representative, testing lab personnel, the Architect/Engineer, emergency personnel or a representative of a Federal, State and local regulatory or other agency having authority over the project.
- 2.1.6 Containment: A process for protecting both workers and environment by controlling exposures to lead dust and debris created during abatement.
- 2.1.7 Contaminate: Refers to lead-containing dust/debris.

- 2.1.8 Contractor: Refers to the Lead Hazard Control contractor.
- 2.1.9 Demolition: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.
- 2.1.10 Deteriorated Lead-Based Paint: Any interior or exterior lead based paint that is peeling, chipping, blistering, flaking, worn, chalking, alligating, cracking, or otherwise separating from the substrate, or located on any surface or fixture that is damaged or deteriorated.
- 2.1.11 Encapsulation: Any covering or coating that acts as a barrier between lead based paint and the environment and that relies on adhesion and the integrity of the existing paint bonds between layers and with the substrate for its durability.
- 2.1.12 Enclosure: The use of rigid durable construction materials that are mechanically fastened to the substrate in order to act as a barrier between lead based paint and the living or work space.
- 2.1.13 Friction Surface: Any interior or exterior surface subject to abrasion or friction, such as windows or stair treads.
- 2.1.14 HEPA Filter: A high Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of all mono-dispersed particles greater than 0.3 microns in diameter or larger.
- 2.1.15 HEPA Filter Vacuum Collection Equipment (or vacuum cleaner): High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining lead.
- 2.1.16 Impact surface: Any interior or exterior surface subject to damage by repeated impacts, such as surfaces on doors and door jambs.
- 2.1.17 Interim Controls: A set of measures designed to reduce temporarily human exposure or likely exposure to lead based paint hazards, including dust removal, paint stabilization, treatment of friction/abrasion points, and treatment of bare soil.
- 2.1.18 Lead: Means metallic lead, all inorganic lead compounds, and organic lead soaps.
- 2.1.19 Lead-Based Paint (LBP): For purposes of this project, LBP refers to the materials identified in these specifications as having paint that contains lead in excess of 5,000 ppm.
- 2.1.20 Lead-Related Construction Project Monitor: Means an individual who oversees lead-related construction work to ensure that contract plans and specifications are followed. This person must have received certification as a lead-related construction Project Monitor.

- 2.1.21 Lead-Related Construction Supervisor: Means an individual who is responsible for implementing lead-related construction work and enforcing work practices. This person must have received certification as a lead-related construction Supervisor.
- 2.1.22 Lead-Related Construction Work: Means any construction, alteration, painting, demolition, salvage, renovation, repair, or maintenance of a building, including preparation and cleanup, by disturbing lead-containing material that may result in exposure of individuals to lead.
- 2.1.23 Lead-Related Construction Worker: Means any individual who performs lead-related construction work in a building under the direction of lead-related construction Supervisor, and has received certification as a lead-related construction Worker.
- 2.1.24 Owner: Refers to the City of San Diego
- 2.1.25 Paint film stabilization: The process of using wet scraping, priming, and repainting a deteriorated lead based paint film including clean-up and clearance.
- 2.1.26 Paint removal: A strategy of abatement which entails removing lead based paint from surfaces of components using chemicals, heat guns below 11,000 F, and certain contained abrasive methods but not open flame burning, open abrasive blasting, sandblasting, water blasting, extensive dry scraping, or methylene chloride removers.
- 2.1.27 Permissible Exposure Limit (PEL): An 8-hour TWA lead airborne concentration of 50 µg/m³.
- 2.1.28 Personal Monitoring: Sampling of contaminant concentrations within the breathing zone of an employee.
- 2.1.29 Project Monitor: City of San Diego Asbestos & Lead Management Program staff or their designated consultant
- 2.1.30 Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
- 2.1.31 RRP: EPA's Renovation, Repair and Painting certification that requires contractor training and lead-safe work practices when performing renovation type activities in housing built prior to 1978.
- 2.1.32 Respirator: A device designed to protect the wearer from the inhalation of harmful contaminants.
- 2.1.33 Testing Laboratories: A "testing laboratory" is an entity engaged to perform specific inspections or tests (either at the project site or elsewhere) and to report on, and, if required, to interpret results of, those inspections or tests.

- 2.1.34 Time-Weighted Average (TWA): The average concentration of a contaminant in air during a specific time period.
- 2.1.35 Trigger Tasks: Work tasks that require an employer to assume specified employee exposures until the employer has performed an exposure assessment [see T8CCr, 1532.1 (d) (2)].
- 2.1.36 Wet Cleaning: The process of eliminating lead contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with amended water or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of appropriately
- 2.1.37 Work Area: The area where abatement work operations are performed which is defined and/or isolated to prevent the spread of contamination, and entry by unauthorized personnel.

DIVISION 03 - SITE WORK

3.1 INTRODUCTION

This portion of the specification describes procedures and protocols for lead hazard control activities. The protocols/procedures described hereafter are in accordance with federal/state/local requirements. In the absence of these requirements, the procedure/protocols are based on current industry standards.

3.2 BACKGROUND INFORMATION

Sampling has been performed by inspectors from the City's Asbestos and Lead Management Program (ALMP) and has been provided in Appendix C of this specification. Waste characterization costs are the responsibility of the contractor.

3.3 GENERAL INFORMATION

3.3.1 POTENTIAL LEAD HAZARD

The disturbance of LBP may cause exposure to workers and adjacent property owners. All workers, supervisory personnel, subcontractors, and consultants who will be at the job site, need to be apprised of the seriousness of the hazard and of proper work practices which must be followed to minimize exposure to lead-containing dust. The procedures and methods described herein must be followed and the Contractor must comply with all applicable federal/state/local requirements.

3.3.2 STOP WORK

If the Project Monitor presents a verbal or written stop work order, the Contractor shall immediately and automatically stop all work. Recommencement of the work may not begin until authorized by the Project Monitor.

3.4 PROJECT ADMINISTRATION

3.4.1 CERTIFIED SUPERVISOR

The Contractor needs to provide a full-time lead related construction supervisor who is experienced in administration and supervision of lead hazard control projects including work practices, protective measures for building and personnel, disposal procedures, etc. This supervisor must have completed a "Lead Related Construction Supervision" course and have certification from the California Department of Public Health (CDPH) as a "supervisor." This person will act as the competent person on the job.

In addition, all employees working on the project must have taken a "Lead Related Construction Worker" course and have obtained certification from State CDPH as a "worker".

3.5 SPECIAL REPORTS

3.5.1 Reporting Unusual Events

When an event of unusual and significant nature occurs at the site (e.g., a spill of lead debris, failure of special equipment used to contain lead), the Contractor shall prepare and submit a special report listing the chain of events, persons participating, response by Contractor's personnel, evaluation of results, and other pertinent information.

3.5.2 Reporting Accidents

The Contractor shall prepare and submit reports of significant accidents at the subject site. Pertinent data and actions need to be recorded. In addition, response actions should comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury or potential environmental contamination.

3.6 COMPLIANCE WITH CODES AND REGULATIONS

Except to the extent that more explicit, or more stringent requirements are written directly into this Lead Hazard Control Contract/Specification, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith.

The Contractor will assume full responsibility and liability for the compliance with all applicable federal/state/local regulations pertaining to work practices, protection of workers, and visitors to the site, persons occupying areas adjacent to the site, hauling, and disposal of waste. The Contractor shall hold the City and its representative harmless for the Contractor's failure to comply with any applicable work, hauling, disposal, safety, health, or other regulation on the part of itself, its employees, or its subcontractors.

State requirements which govern lead hazard control activities or hauling and disposal of hazardous waste include, but are not limited to, the following:

California Occupational Safety and Health Administration (Cal/OSHA):

- Division of Industrial Safety; Chapter 4
- T8CCR, Section 1509, Construction Injury Illness Prevention Program
- T8CCR, Section 1510, Safety Training and Education
- T8CCR, Section 1512, First Aid
- T8CCR, Section 1513, Housekeeping
- T8CCR, Section 1531, Construction Respiratory Protection Standard
- T8CCR, Section 1514, Construction Personal Protective Equipment
- T8CCR, Section 1523, Illumination
- T8CCR, Section 1527, Washing Facilities
- T8CCR, Section 1530, Ventilation
- T8CCR, Section 1532.1, Lead in Construction
- T8CCR, Section 1532.2, Chromium (VI)
- T8CCR, Section 1637, Scaffolding & Fall Protection
- T8CCR, Section 1707, Hand and Power Tools
- T8CCR, Section 3204, Access to Employee Exposure Medical Records

- T8CCR, Section 5156, 5157, 5158, Confined Spaces
- T8CCR, Section 5194, Hazard Communication Standard
- T8CCR, Section 6003-4, Accident Prevention Signs and Tags

California Environmental Protection Agency (Cal/EPA):

- T22CCR, Division 4.5, Environmental Health Standards for the Management of Hazardous Waste.

California Department of Public Health (CDPH):

- T17CCR, Division 1, Chapter 8, Accreditation of training providers and interim certification of individuals engaged in lead-related construction work.

Federal requirements which govern lead hazard control activities or hauling and disposal of hazardous waste include, but are not limited to, the following:

Federal Environmental Protection Agency (FED/EPA):

- Hazardous Waste Standards, 40 Code of Federal Regulations (CFR), Part 261
- EPA Renovate, Repair, Painting (RRP) Training

U.S. Department of Transportation (DOT):

- Hazardous Substances, 49CFR, Parts 171 through 180

American National Standards Institute, Inc. (ANSI):

- Z9.2-79 Fundamentals Governing the Design and Operation of Local Exhaust
- Z88.2-80 Practices of Respiratory Protection

Department of Housing and Urban Development (HUD):

- Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing (most current draft or final copy)

In addition, the Contractor must comply with any applicable regulations promulgated as a result of Title X, the Residential Lead Based Paint Hazard Reduction Act and Title IV, Lead Exposure Reduction Act.

Local requirements which govern lead hazard control activities include, but are not limited to, the following:

Air Pollution Control District (APCD) - San Diego County

- APCD Rules and Regulations, Rule 51 (Public Nuisance), Rule 10-11 (permitting of equipment)

San Diego Municipal Code §54.1001 etc. seq.

- Prevents, identifies and remedies lead hazards within the City of San Diego

3.7 PERMITS AND LICENSES

The Contractor shall submit to the City in the bid submittal any permits or licenses necessary to carry out this work.

3.8 PERMITS

A valid Hazardous Waste Hauler registration is required for transporting any hazardous waste. Certain types of equipment require APCD permits (e.g., abrasive blasters, generators, etc.).

3.9 LICENSES

The Contractor must be certified by the California Contractors State License Board. The Contractor, or its subcontractor, shall have current licenses, as required by all applicable state or local jurisdictions for the removal, transportation, disposal, or other regulated activity relative to the work described in this plan.

3.10 HEALTH AND SAFETY

3.10.1 GENERAL WORKER PROTECTION/HEALTHY & SAFETY

This section describes the equipment and procedures required for protecting workers from lead contamination and other workplace hazards.

3.10.1.1 Worker Training

Contractor workers shall be trained in accordance with T8CCR, Section 1532.1 (lead). In addition, workers and supervisors must be lead-trained and have certification for lead-related work from the California Department of Public Health (CDPH).

3.10.1.2 Medical Surveillance

Workers must be provided with initial biological monitoring (blood sampling) if they are occupationally exposed on any day to lead at or above the action level (AL) of 30µg/m³. Employees must be provided with biological monitoring and a medical examination if they are occupationally exposed to lead above the action level for more than 30 days in any consecutive 12 month period. Periodic biological monitoring and medical examinations must be performed according to the schedule and criteria specified in T8CCR, Section 1532.1(j). In addition, employees performing “trigger” tasks must be included in biological monitoring and/or medical examinations based on their assumed exposure. In the absence of specific airborne exposure data, medical surveillance will need to be provided for all workers.

Blood testing (blood lead and zinc protoporphyrin) shall be performed within 2 weeks prior to the start of the project, at least every month during the first six months of the project and every two months thereafter. An additional blood test shall be performed within 5 days of completion of lead portion of project and/or upon termination of employment.

At a minimum, examinations shall meet all requirements as set forth in T8CCR, Section

1532.1. Furthermore, if an employee's blood levels are at or above 20µg/dl they will not be allowed to work on the project and shall be medically removed until two consecutive blood lead tests show the employee's blood lead level under 15µg/dl.

In addition, evaluations of each individual's ability to work in environments capable of producing heat stress in the worker should be completed. Employees who wear respirators must be medically evaluated.

3.10.1.3 Personal Protective Equipment (PPE)

Workers must be provided and are required to wear the following personal protective equipment at all times when performing lead related construction work.

PPE should include:

- Disposable Clothing (With hood and boot coverings)
- Boots
- Hard Hats
- Eye Protection
- Gloves

3.10.1.4 Additional Protective Equipment

The Contractor is responsible for all other equipment; such as eye wash stations, plastic aprons, etc., as needed.

3.10.1.5 Decontamination Procedures

Decontamination procedures will be determined on a case-by-case basis. At minimum, Contractor shall have hand washing facilities available.

3.10.1.6 Activities within Work Area

Workers may NOT eat, drink, smoke, chew gum or tobacco in the work area. Before eating, chewing, drinking, or smoking, workers will need to follow the decontamination procedures specified, and then dress in street clothes before entering the non-work areas of the building.

3.10.1.7 Certificate of Worker's Acknowledgment

Each worker is required to complete a certificate stating that he/she has been trained in respiratory protection and lead hazards, and is in a medical surveillance program (see Appendix A).

3.10.1.8 Worker Respiratory Protection

The Contractor must provide for the instruction and training of each worker in the proper use of respiratory protection. The Contractor shall require that each worker wear a properly fitted respirator during activities for which it is reasonable to expect exposures above the PEL and during the performance of trigger tasks until exposure have been

measured and found to be less than the PEL. Respiratory protection, appropriate for the task encountered in the work place, or as required for other toxic or oxygen-deficient situations encountered, needs to be utilized. The Contractor is responsible for having a written respiratory protection program, proper selection of respirations, training, and initial and periodic (every six [6] months) fit testing of their employees.

3.10.1.9 Respiratory Protection Standards

Except to the extent that more stringent requirements are written directly into these Lead Related Construction Specifications, the following regulations and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies were bound herewith. Where there is a conflict in requirements set forth in these regulations and standards, the Contractor shall meet the more stringent requirement.

Cal/OSHA: T8CCR, Sections 1531, 1532.1, 1532.2, 5206, and 5216

ANSI: Practices for Respiratory Protection, ANSI Z88.2-1980

National Institute for Occupational Safety and Health (NIOSH)

3.11 WORKSITE PREPARATION

Unauthorized occupants and visitors will not be allowed to enter the specific area where lead hazard control activities are underway. Re-entry is only permitted after the area is deemed to be cleared for re-occupancy by a state certified Lead Project Monitor.

The work area shall be restricted to authorized personnel only. A list of authorized personnel shall be established prior to the start of work. Entry of unauthorized personnel into the work area shall be reported immediately to the Certified Supervisor, and the Project Monitor.

Warning signs for lead shall be posted as per T8CCR, Section 1532.1(m).

A visitor entry and exit-log, and an employee daily sign-in log will be maintained throughout the lead hazard control activities. The Contractor shall be responsible for the project site security during the operations in order to protect work efforts and equipment.

3.12 TEMPORARY FACILITIES

Temporary facilities for lead hazard control activities may comply with these specifications.

3.12.1 Materials and Equipment

Only material and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards, may be used.

3.12.2 Water Service

The City will designate the facilities from which water service may be obtained. The Contractor must provide metering and back flow prevention if use of the public water system

is permitted.

3.12.3 Electrical Services

The contractor shall provide their own source of electricity and all electrical hook-ups, i.e. spider boxes, ground fault circuit interrupter (GFCI) etc. and installed by a licensed electrician.

The electrical services need to comply with the applicable NEMA, NECA, and UL standards, and governing regulations for materials and lay-out of temporary electrical services.

3.12.4 Sanitary Facilities

There are no permanent sanitary facilities at the site. The Contractor will provide the temporary facilities for this site and maintain these facilities regularly. Documentation of the regular maintenance must be provided to the Project Monitor.

3.12.5 Fire Extinguisher

Applicable recommendations of the National Fire Protection Association (NFPA) Standard 10, "Standard for Portable Fire Extinguishers," must be complied with by the Contractor. Fire extinguishers need to be located where they are most convenient and effective for their intended purpose, but not less than one (1) extinguisher in each work area, the equipment room, outside/work areas, and in the clean room.

3.12.6 First Aid

The Contractor will need to provide first aid supplies which should comply with the governing regulations and recognized recommendations within the construction industry.

3.13 METHODS OF CONTROL

Below are the required methods for controlling lead based paint during demolition.

3.13.1 Scaffolding

Scaffolding must be in compliance with applicable worker safety regulations or other requirements. Scaffolding over twenty feet shall be signed off by professional engineer. OSHA scaffold permit shall be submitted if required.

3.13.2 Exterior Regulated Area and Containment

Secure the regulated work area from access by public or unauthorized users of the area. Accomplish this where possible, by locking gates, or other means of access to the area.

Demarcate each exterior Regulated Area with a sheet plastic drop sheet as described below.

Do not allow eating, drinking, smoking, chewing tobacco or gum, or applying cosmetics in the regulated area.

Provide barricade fencing and signage (barrier tape is not to be used for demarcating a regulated area). Maintain egress from exits.

The containment enclosure shall be constructed to prevent lead vapor, mist, dust and debris from leaving the work area. Materials for the enclosure shall be framed and fastened securely to prevent billowing or opening from the weather. Plywood or other hard containment materials shall be used by the Contractor if necessary to protect containment from the weather. All edges and seams shall be sealed to prevent leaks.

On a periodic basis throughout the day, collect dust and debris by HEPA vacuuming the surface and/or by wet sweeping. The daily frequency shall be determined by the wind conditions and by the observation of the Project Monitor.

On a daily basis and during final cleanup, visually examine the immediate area to ensure that no lead debris has escaped containment. Wet sweep or rake up any debris found and place in appropriate hazardous waste labeled container. Store the debris securely with other waste.

Suspend work activities during inclement weather; including but not limited to wind in excess of 20 knots, rain, snow, ice, and hail that may affect abatement operations.

3.13.3 Mechanical removal of lead-containing coating

Mechanical tools must have full shrouds and HEPA vacuum attachments:

Maintain HEPA vacuum attachment in operation during mechanical removal operations at all times. The shrouded tools shall be held flat to the surface to contain the dust and debris resulting from mechanical tool usage. Conduct mechanical removal operations on flat surfaces only. Do not allow rotating surface of the tool to extend beyond the shroud.

3.13.4 Tools and Equipment

1. Portable power sanders with HEPA vacuum attachment
2. Roto-Peen or Needle-gun with HEPA vacuum attachment

3.13.5 Prohibited Practices

Prohibited abatement methods include:

1. Open flame burning or torching, propane fueled heat grids to remove paint.
2. Machine sanding or grinding without HEPA local vacuum exhaust tool.
3. Uncontained hydro-blasting or pressure washing.
4. Abrasive blasting or sandblasting without HEPA local vacuum exhaust tool.
5. Heat guns operating above 1100⁰F.
6. Methylene chloride paint removal products.
7. Dry Scraping (except for limited surface areas).

3.14 CLEANING

Daily cleaning includes removing large and small debris, HEPA vacuuming horizontal surfaces, wet mopping, and then HEPA vacuuming horizontal surfaces, and possible exterior cleaning.

Final cleaning must occur no sooner than one (1) hour after lead hazard control activities are finished. All plastic should be misted, cleaned, and folded toward the center to trap any remaining dust. The order of removal should be upper plastic, the first layer of floor plastic, vent and door plastic, the second layer of floor plastic, and finally plastic separating contaminated from non-contaminated areas. Then the entire area should be cleaned using a HEPA vacuum/wet wash/HEPA vacuum cycle. This should be from ceiling to floor. Paint or otherwise seal treated surfaces with the exception of interior floors (floors will be sealed after clearance). The Supervisor should perform an inspection for visible dust and debris.

Additional cleaning cycles may be necessary for porous surfaces, and difficult to clean surfaces (crevices). Failure to meet clearance criteria will require additional cleaning.

3.15 CLEARANCE

Clearance must be performed by a California Department of Public Health Certified Lead Project Monitor. The Clearance will be performed by the City's Project Monitor and will not be performed by the Contractor (although the Contractor is encouraged to perform testing as necessary to determine if the area is ready for clearance). Clearance testing must occur no sooner than one (1) hour after final cleaning. It consists of two steps; visual examination and possibly environmental sampling (dust and/or soil sampling for exterior work).

1. Visual Examination For Determination of Completed Work:

This is a determination that the work specified in the scope of work has been completed satisfactorily. It is important this examination occurs to determine that either all the paint has been removed at the abatement locations, or that the deteriorated paint has been stabilized on surfaces prior to detachment from the structure. The horizontal surfaces in the work area should be examined for settled dust and debris. If dust or debris is visually noted, the Contractor will be asked to re-clean prior to samples being collected.

If no such dust/debris is found, the Project Monitor will complete a Certificate of Visual Inspection (Appendix B) for the area or for multiple areas. The Certified Supervisor will also sign this Certificate. The completed form should be submitted to the City at the end of the project.

2. Environmental Sampling Clearance Criteria:

Clearance sampling will be conducted on surfaces in each Work Area as identified by the Project Monitor.

Clearance sampling will be conducted on surfaces in each Work Area as identified by the Project Monitor.

- a. Cleanable surface areas will be cleared using a wipe sampling clearance technique for surface area dust: Must be below 400 micrograms per square foot.

- b. **Soil Sampling Clearance:** Clearance will be within 5% of baseline. Soil may not be impacted as a part of the proposed work, but if contamination occurs then baseline levels shall be used for determining the clearance level.

Re-cleaning, at the Contractor's expense, will be required for surfaces that do not pass clearance criteria.

The cost for additional tests, which may be required as a result of samples failing to meet the release criteria, shall be paid for the Contractor. This cost shall include all costs associated with sample analysis and collection of additional samples, including Consultant fees.

3.16 DISPOSAL OF HAZARDOUS WASTE

All waste must be handled in accordance with the City of San Diego's 'White Book' Part 7. Any waste being stored on site must be locked in leak tight containers and access to the area shall be restricted.

3.16.1 WASTE MINIMIZATION

The Contractor is required to make all reasonable efforts to minimize the amount of hazardous waste generated from this project.

3.16.2 WASTE CHARACTERIZATION

The Contractor shall test any potential hazardous waste generated in accordance with 22 CCR Division 4.5 within ten (10) days and/or prior to the end of the project to determine if it is hazardous waste and requires disposal. All paint chips will be considered hazardous waste and do not require testing. Components with lead paint that has been stabilized shall have a hazardous waste determination made prior to sending to a landfill.

3.16.3 PRE-TRANSPORTATION REQUIREMENTS

Any packaging used to ship hazardous waste off site such as a container, roll-off bin, tank or other device, must comply with 49 CFR Parts 173, 178, 179 and be labeled and prepared for transportation in accordance with 22 CCR Article 3.

The hazardous waste label must be affixed and filled out when the first amount of hazardous waste is placed in the container. The label must include the initial accumulation date.

All additional pre-transportation labeling, marking or placarding must be conducted prior to transporting off site and in accordance with 22 CCR Chapter 12, Article 3.

All containers and tanks of hazardous waste must be managed in a way which minimizes the threat of fire, explosion, or any unplanned sudden or non-sudden release of hazardous waste to the air, soil or surface water which could threaten human health or the environment. Management techniques include containment areas capable of holding the contents of largest container within the containment area. Properly store and secure waste at all times. Do not leave hazardous waste in uncovered or unlocked trucks or dumpsters.

3.16.4 TRANSPORTATION AND DISPOSAL

A hazardous waste manifest will be completed in accordance with 22 CCR Chapter 12, Article 2 for each shipment of hazardous waste leaving the work site. All waste shall leave

the project site by the end of the project. Only The Project Monitor employees shall sign as the generator on manifests.

Disposal of the lead related hazardous wastes shall be by incineration unless otherwise specified by the ALMP.

APPENDIX A

CERTIFICATE OF LEAD WORKER'S ACKNOWLEDGMENT

PROJECT NAME: _____ DATE: _____
PROJECT ADDRESS: _____
CONTRACTOR'S NAME: _____

Working with lead can be dangerous. Inhaling and ingesting lead dust can cause an increase in blood lead levels which can lead to adverse health effects such as kidney damage, elevated blood pressure or infertility.

Your employer's contract with the City for the above project requires that: You be supplied with the proper respirator and be trained in its use. You be trained in safe work practices and in the use of the equipment found on the job. You receive a medical examination. These items are to have been done at no cost to you.

RESPIRATORY PROTECTION: You must have been trained in the proper use of respirators, and informed of the type respirator to be used on the above referenced project. You must be given a copy of the written respiratory protection manual issued by your employer. You must be equipped at no cost with the respirator to be used on the above project.

TRAINING COURSE: You must be an EPA certified Renovation, Repair, and Painting (RRP) Contractor or received training from an RRP contractor and be able to provide onsite documentation of training. You should have been trained in the dangers inherent in handling lead and breathing and ingesting lead dust and in proper work procedures and personal and area protective measures. The topics covered in the course must have included the following:

- Possible routes of exposure to lead
- Health hazards associated with lead
- Respiratory protection
- Use of protective equipment
- Work practices including hands on or on-the-job training
- Personal decontamination procedures
- Health and safety considerations

MEDICAL EXAMINATION: You must have had a medical examination within the past 12 months at no cost to you. This examination must have included: health history, physical examination, a blood pressure measurement, pulmonary function test and blood sample and analysis for lead.

By signing this document you are acknowledging only that the City has advised you of your rights to training and protection relative to your employer, the Contractor.

Signature: _____ Social Security No.: _____

Printed Name: _____

Witness (print): _____ Witness Signature: _____

APPENDIX B

CERTIFICATION OF VISUAL INSPECTION

Project # _____ Date: _____ Location: _____

Contractor: _____

The contractor hereby certifies that he/she has visually inspected the Work Area (all surfaces including pipes, counters, ledges, walls, ceiling and floor, behind critical barriers, sheet plastic, etc.) and has found no dust, debris or residue.

by: (Signature): _____ Date: _____

(Print Name): _____

(Company Name): _____

(Print Title): _____

CITY ALMP REPRESENTATIVE

The City ALMP Representative hereby certifies that he has accompanied the contractor on his/her visual inspection and verifies that this inspection has been thorough and to the best of his/her knowledge and belief, the contractor's certification above is a true and honest one.

by: (Signature): _____ Date: _____

(Print Name): _____

WORK AREA

Location: _____

Room: _____

Hazard Reduction Performed:

APPENDIX C

LABORATORY RESULTS

The following is a summary of laboratory results for the Emerald Hills Standpipe. Complete laboratory analysis sheets are on the following pages.

Emerald Hills Standpipe Bulk Paint Chip Summary					
Sample #	Sample Location	Material	Lead Results (mg/kg)	Chromium Results (mg/kg)	Zinc Results (mg/kg)
AL-3560 #8	Exterior Roof	Paint	74,516	1,580	12,580
AL-3560 #9	Exterior Shell	Paint	140,418	2,962	26,830
940303760	Inside composite floor material	Sludge	22.5	5.3	44.3
940303761	Inside Wall, 8' from floor	Paint	18.9	4.8	73.6
940303762	Inside Wall along ladder	Paint	68.8	7.61	87.5
940303763	Inside Roof	Inside Roof	24,262	133	217



**AmeriChem
Testing
Laboratory**

1781 N. Batavia
Orange, CA 92665
(714) 921-1550
FAX: (714) 921-4770

REPORT NUMBER: AL-3560
CLIENT:

Twining & Associates, Inc.
747 W. Katella Ave., Suite 105
Orange, CA 92667
Attn.: Mr. James Isom

REPORT ON:
Paint Chips

DATE REPORTED: 11-26-91
DATE RECEIVED: 11-22-91

Analysis of Paint Chips:

Lead Analysis - EPA 7420, Detection Limit = 5 mg/kg
Chromium Analysis - EPA 7190, Detection Limit = 5 mg/kg
Zinc Analysis - EPA 7950, Detection Limit = 5 mg/kg

Sample Id. : City of San Diego, #7 to #12

SAMPLE ID.	LV. FOUND, TTLC, mg/kg		
	LEAD	CHROMIUM	ZINC
#7, University Heights Column Leg	78,516	379	103
#8, Emerald Hills Exerior Roof	74,516 *	1,580	12,580
#9, Emerald Hills Exterior Shell	140,418 *	2,962	26,830
#10, Encanto Exterior Roof	35,174	569	2,729
#11, Encanto Exterior Shell	179,660	73	195
#12, Lamita Village Exterior Roof	60,920	486	97

ND = Not detected

Digestion procedures: EPA 3050

AMENDED REPORT *

Environmental Engineering Laboratory
3538 Hancock Street
San Diego, CA 92110
(619) 298-6131

CITY OF S.D./UTILITIES DEPT.
SYS.DIV/2797 CAMINITO CHOLLAS
SAN DIEGO, CA
92105

Customer # 1983 Sample # 940303760
Reference : #1 COMP./INTER.FLOOR
Sampled : 03/09/94 12:20PM
Received : 03/10/94 10:10AM P.O. # 0226802
Comment : ATTN: LESTER JENNINGS (EMERALD HILLS S.P.)

Test Run:	Result:	Detection Limit:	Method:
	ND mg/Kg	*	1.0
Antimony	ND mg/Kg		1.0
Arsenic	86.5 mg/Kg		10.0
Barium	ND mg/Kg		1.0
Beryllium	2.75 mg/Kg		1.0
Cadmium	7.85 mg/Kg		1.0
Cobalt	5.30 mg/Kg		1.0
Chromium, Total	107 mg/Kg		1.0
Copper	22.5 mg/Kg		1.0
Lead	0.150 mg/Kg		0.1
Mercury	1.37 mg/Kg		1.0
Molybdenum	7.85 mg/Kg		1.0
Nickel	1.9 mg/Kg		1.0
Selenium	1.0 mg/Kg		1.0
Silver	ND mg/Kg		1.0
Thallium	9.32 mg/Kg		5.0
Vanadium	44.3 mg/Kg		1.0
Zinc			

Tests still to be run:

ND = None Detected

Robert Chamberlain
Reported by _____ Date 03/28/94

Environmental Engineering Laboratory
 3538 Hancock Street
 San Diego, CA 92110
 (619) 298-6131

CITY OF S.D./UTILITIES DEPT.
 SYS.DIV/2797 CAMINITO CHOLLAS
 SAN DIEGO, CA
 92105

Customer # 1983 Sample # 940303761
 Reference : #2 COMP/INTER.WALL
 Sampled : 03/09/94 12:30PM
 Received : 03/10/94 10:10AM P.O. #
 Comment : ATTN: LESTER JENNINGS (EMERALD HILLS S.P.)

Test Run:	Result:	Detection Limit:	Method:
	ND mg/Kg	1.0	
Antimony	ND mg/Kg	1.0	
Arsenic	117 mg/Kg	10.0	
Barium	ND mg/Kg	1.0	
Beryllium	3.72 mg/Kg	1.0	
Cadmium	10.6 mg/Kg	1.0	
Cobalt	4.80 mg/Kg	1.0	
Chromium, Total	73.4 mg/Kg	1.0	
Copper	18.9 mg/Kg	1.0	
Lead	0.257 mg/Kg	0.1	
Mercury	1.47 mg/Kg	1.0	
Molybdenum	10.0 mg/Kg	1.0	
Nickel	ND mg/Kg	1.0	
Selenium	ND mg/Kg	1.0	
Silver	ND mg/Kg	1.0	
Thallium	11.8 mg/Kg	5.0	
Vanadium	73.6 mg/Kg	1.0	
Zinc			

Tests still to be run:

ND = None Detected

Carolyn A. Brodish
 Reported by

03/25/94
 Date

Environmental Engineering Laboratory
 3538 Hancock Street
 San Diego, CA 92110
 (619) 298-6131

CITY OF S.D./UTILITIES DEPT.
 SYS.DIV/2797 CAMINITO CHOLLAS
 SAN DIEGO, CA
 92105

Customer # 1983 Sample # 940303762
 Reference : #3 COMP/INTER.WALL
 Sampled : 03/09/94 12:15PM
 Received : 03/10/94 10:10AM P.O. #
 Comment : ATTN: LESTER JENNINGS (EMERALD HILLS S.P.)

Test Run:	Result:	Detection Limit:	Method:
	ND mg/Kg	1.0	
Antimony	ND mg/Kg	1.0	
Arsenic	104 mg/Kg	10.0	
Barium	ND mg/Kg	1.0	
Beryllium	3.06 mg/Kg	1.0	
Cadmium	9.93 mg/Kg	1.0	
Cobalt	7.61 mg/Kg	1.0	
Chromium, Total	2923 mg/Kg	1.0	
Copper	68.8 mg/Kg	1.0	
Lead	0.315 mg/Kg	0.1	
Mercury	ND mg/Kg	1.0	
Molybdenum	10.2 mg/Kg	1.0	
Nickel	ND mg/Kg	1.0	
Selenium	ND mg/Kg	1.0	
Silver	ND mg/Kg	1.0	
Thallium	11.7 mg/Kg	5.0	
Vanadium	87.5 mg/Kg	1.0	
Zinc			

Tests still to be run:

ND = None Detected

Carolin A. Redish
 Reported by

03/25/94
 Date

Environmental Engineering Laboratory
3538 Hancock Street
San Diego, CA 92110
(619) 298-6131

CITY OF S.D./UTILITIES DEPT.
SYS.DIV/2797 CAMINITO CHOLLAS
SAN DIEGO, CA
92105

Customer # 1983 Sample # 940303763
Reference : #4 COMP./INTER.ROOF
Sampled : 03/09/94 12:30PM
Received : 03/10/94 10:10AM P.O. #
Comment : ATTN: LESTER JENNINGS (EMERALD HILLS S.P.)

Test Run:	Result:	Detection Limit:	Method:
	12.9 mg/Kg	1.0	
Antimony	39.2 mg/Kg	1.0	
Arsenic	38.9 mg/Kg	10.0	
Barium	ND mg/Kg	1.0	
Beryllium	97.5 mg/Kg	1.0	
Cadmium	260 mg/Kg	1.0	
Cobalt	133 mg/Kg	1.0	
Chromium, Total	1104 mg/Kg	1.0	
Copper	24262 mg/Kg	1.0	
Lead	0.268 mg/Kg	0.1	
Mercury	25.8 mg/Kg	1.0	
Molybdenum	334 mg/Kg	1.0	
Nickel	ND mg/Kg	1.0	
Selenium	ND mg/Kg	1.0	
Silver	ND mg/Kg	1.0	
Thallium	ND mg/Kg	5.0	
Vanadium	217 mg/Kg	1.0	
Zinc			

Tests still to be run:

ND = None Detected

Carolyn A. Bawdick
Reported by

03/25/94
Date

4.6. Site Survey

Please see the Site Survey on the FTP Site below. This will be available up to May 1, 2014.

<ftp://ftp.sannet.gov/OUT/Emerald%20Hills%20Standpipe%20Demolition/>

ATTACHMENT B
PROPOSAL SUBMITTAL REQUIREMENTS, AND SELECTION CRITERIA

ATTACHMENT B

PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

PUBLIC UTILITIES DEPARTMENT

1. Addenda to the RFP (PASS/FAIL)

- 1.1.** The Design-Builder shall confirm the receipt of all addenda issued to this RFP. Failure to acknowledge all addenda issued, may result in the Proposal being considered **non-responsive** and ineligible for further consideration.
- 1.2.** The Design-Builders are not required to include copies of the actual addenda in its Proposal.

2. Exceptions to the RFP (PASS/FAIL)

- 2.1** If the Design-Builder takes exception(s) to any portion of this **RFP and its attachments**, the specific portion of this RFP or attachment to which exception is taken shall be identified and explained to the City in writing a minimum of 10 Days prior to the date established for submittal of the Technical Proposal.
- 2.2** Exceptions taken after the stipulated period to this RFP may be cause for rejection of the Proposal as being **non-responsive**. The City reserves the right to waive exception(s) as it deems in the best interests of the City.

3. Subcontracting Participation Percentages (PASS/FAIL)

- 3.1** If the Design-Builder fails to meet the minimum subcontracting participation percentages, the Proposal will be considered **non-responsive** and rejected.

4. Project Team (10 Points Max)

- 4.1** Describe any changes to the key personnel identified as part of the SOQ. Describe the strength of key proposed construction and technical personnel, and Subcontractors assigned to the Project. Provide a list of subcontractors which were given the opportunity to form your project team.

5. Technical Approach and Design Concept (30 Points Max)

- 5.1** Describe in detail the proposed design concept for this Project. Include detailed descriptions, design drawings, schematics, a list of major equipment, and any other information deemed necessary to allow the City to make an informed evaluation of the Design-Builder's technical approach. The completeness and technical merit of the design concept will be evaluated.
- 5.2** The following elements shall be included in the Technical Proposal:
 - 5.2.1** Traffic Control Approach - The Design-Builder shall describe its general approach to developing a traffic control and local access management plan (Traffic Control Plan).

- 5.2.2 Quality Assurance/Quality Control Plan (QA/QC Plan) - The Design-Builder shall submit a QA/QC Plan specifically developed for this Project. The Design-Builder's QA/QC Plan shall comply with the City's Quality Assurance/Quality Control Plan Guidelines (see attached Contract for Guidelines). The QA/QC Plan shall describe the tools, process, and resources the Design-Builder shall use to ensure that it provides facilities that meet the requirements of the Contract.
- 5.2.3 Storm Water Pollution Control Best Management Practices.
- 5.2.4 Subsurface Investigation and Geotechnical Work.
- 5.2.5 Proposed Design Schedule: Outline the proposed design schedule, including sequencing of each major design component (30%, 60%, 100%, Final Design) and proposed durations.
- 5.2.6 Estimate the following quantities amounts need to complete our entire project, per your proposed design and construction methods. Quantities will only be used to evaluate the Technical Portion of the RFP. The actual quantities will vary during the actual design and construction of the project:
 - 1) Additional Bedding - __CY
 - 2) Imported Backfill - __TON
 - 7) Additional Pavement Removal & Disposal - __CY

6. Construction Plan (30 Points Max)

- 6.1 Describe the proposed construction plan for this Project, including the following, at a minimum:
 - 6.1.1 Construction approach and methods
 - 6.1.2 Plan for phasing of construction activities
 - 6.1.3 Proposed safety program
 - 6.1.4 Proposed emergency response plan
 - 6.1.5 Proposed construction schedule
 - 6.1.6 Traffic Control Management
 - 6.1.7 Community Impact
- 6.2 Project Coordination - The Design-Builder shall identify the following:
 - 6.2.1 The processes and procedures it will use to ensure that all Work is properly coordinated.
 - 6.2.2 The design and construction coordination requirements with governmental entities and agencies, utilities, Underground Service Alert, City forces, and all other persons or entities involved in infrastructure improvements or otherwise affected by Project design and construction requirements.

- 6.2.3 The design coordination system between drawings and specifications and disciplines.
 - 6.2.4 The system for tracking questions and responses.
 - 6.2.5 The system for coordinating work among subcontractors and equipment manufacturers.
- 6.3 Critical Path Schedule - The RFP requires the Design-Builder to complete the Project within a certain number of Working Days. The Design-Builder shall include a summary level critical path method (CPM) schedule in the form of a bar chart that identifies all Project milestones set forth in this RFP, including its Attachments such as additional tasks or milestones, as well as all critical activities the Design-Builder anticipates performing and coordinating with others to complete the Project. The Design-Builder shall include with the schedule a narrative explaining detailed procedures for ensuring all Project milestones are met. Proposals that show valid means to reduce the duration of the Project may be given favorable consideration if they demonstrate realistic activity durations and no increase in Project cost.
- 6.4 Challenges/Issues - Identify what your team believes to be the largest challenges associated with this Project. Describe how your team has overcome similar challenges on a previous Project your team has participated in. Proposals shall describe the Design-Builder's understanding of the design and technical issues involved in the Project, including those related to design review, value engineering, proposals, general contracting, schedule, site mobilization, constructability, construction sequencing, quality control, code compliance, and cost containment.
- 6.5 Describe any cost saving measures, not included in your proposal that the City of San Diego Team should consider, and the Design-Builder is willing to implement. For each recommendation, the percentage of your price proposal or time would be saved.

7. Community Outreach Plan (30 Points Max)

- 7.1 Community Outreach and Public Relations Program - The Design-Builder shall describe its general approach to building relations between the Design-Builder and the community, including how the Design-Builder will provide effective public information and respond to public concerns. The Design-Builder shall work cooperatively with the City's team and creatively integrate the needs of the community into the design of the Project.
- 7.2 Community Coordination – Due to the summer moratoriums, how do you plan to phase the project and keep the community informed?
- 7.3 Staging Area and project cleanup – What is your plan for staging area and project cleanup (during construction and moratorium phases) to minimize residents and visitors concerns?
- 7.4 Residents and Visitors – how will traffic and bus stops be impacted? How will you minimize the impacts?

- 7.5 Construction mitigation plan to minimize impacts to local businesses (i.e. impacts the business access and parking)

Total Points: 100

Proposals that do not contain the aforementioned components may be rejected as **non-responsive**. The Design-Builder's information and Proposal details provided during the Q&A meeting will be part of the Proposal evaluation and failure to attend the meeting will determine the proposal to be **non-responsive**.

ATTACHMENT C
SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
 - 2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).
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SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS.

Normal Working Hours. To the City Supplement, ADD the following: (s)

The Normal Working Hours are 8:30 AM to 3:30 PM.

SECTION 2 - SCOPE AND CONTROL OF WORK

2-3.2 Self Performance. DELETE in its entirety and SUBSTITUTE with the following:

1. You must perform, with your own organization, Contract work amounting to at least 25% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
2. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

2-5.3.1 General. To the City Supplement, ADD the following:

7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
 - a) The product type or category is not in the AML.
 - b) The AML does not list at least two available manufacturers of the product.
 - c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

In the case of conducting a submittal review when required by the Plans or Special Provisions, or when requested by the Engineer, all submittals shall be accompanied by the City’s submittal form.

The Product Submittal Form is available for download at:

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

2-5.3.2 Working Drawings. TABLE 2-5.3.2(A), ADD the following:

Item	Section No.	Title	Subject
17	306-1.6	Water Valve Bypass for Mainlines 16” and Larger	SDW-154 [*]

* Note: The distance dimensions shown between the bypass pipes and between bypass pipes and the mainlines are subject to change to field conditions.

2-9.2 Survey Service.

DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall be responsible for all surveying services or as may be specified in these special provisions.

The payment for survey services shall be included in the various Bid items unless a Bid item for Survey Service has been provided.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-2.1 Moratoriums. To the City Supplement, ADD the following:

Do not work in the areas where there is currently a moratorium issued by the City.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 LIABILITY INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:

The insurance provisions herein must not be construed to limit your indemnity obligations contained in the Contract.

7-3.1 Policies and Procedures.

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

2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this contract.
4. Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
5. Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured’s contract (including the tort liability of another assumed in a business contract).
3. There must be no endorsement or modification limiting the scope of coverage for either “insured vs. insured” claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

7-3.2.2 Commercial Automobile Liability Insurance.

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

7-3.2.3 Contractors Pollution Liability Insurance.

1. You must procure and maintain at your expense or require Subcontractor, as described below to procure and maintain, the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
2. All costs of defense must be outside the limits of the policy. Any such insurance provided by Subcontractor instead of you must be approved separately in writing by the City.
3. For approval of a substitution of Subcontractor’s insurance, you must certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible must not exceed \$25,000 per claim.
4. Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must be no endorsement or modification of the coverage limiting the scope of coverage for either “insured vs. insured” claims or contractual liability.
5. Occurrence based policies must be procured before the Work commences and must be maintained for the Contract Time. Claims Made policies must be procured before the Work commences, must be maintained for the Contract Time, and must include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
6. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

7-3.2.4

Contractors Hazardous Transporters Pollution Liability Insurance.

1. You must provide at your expense or require Subcontractor to provide, as described below Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage.
2. All costs of defense must be outside the limits of the policy. The deductible must not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of you must be approved separately in writing by the City.
3. For approval of the substitution of Subcontractor's insurance the Contractor shall certify that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.
4. Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies must be procured before the Work commences and must be maintained for the duration of this contract. Claims Made policies must be procured before the Work commences, must be maintained for the duration of this contract, and must include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Work under this contract without advancing the retroactive date.
5. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

7-3.2.5

Contractors Builders Risk Property Insurance..

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

2. Insured property must include material or portions of the Work located away from the Site but intended for use at the Site, and must cover material or portions of the Work in transit. The policy or policies must include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies must cover the cost of removing debris, including demolition.
3. The policy or policies must provide that all proceeds thereunder must be payable to the City as Trustee for the insured, and must name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. We as Trustee will collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and will apply the proceeds of such insurance to the repair, reconstruction, or replacement of the Work.
4. Any deductible applicable to the insurance must be identified in the policy or policies documents and responsibility for paying the part of any loss not covered because of the application of such deductibles must be apportioned among the parties except for the City as follows: if there is more than one claimant for a single occurrence, then each claimant must pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City must be entitled to 100% of its loss. The Contractor must pay the City any portion of that loss not covered because of a deductible, at the same time the proceeds of the insurance are paid to the City as trustee.
5. Any insured, other than the City, making claim to which a deductible applies must be responsible for 100% of the loss not insured because of the deductible. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least “A-, VI” by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

7-3.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers must be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7-3.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document must be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

- a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.

7-3.5.1.2 Primary and Non-Contributory Coverage. The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

7-3.5.1.3 Project General Aggregate Limit.

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

7-3.5.2 Commercial Automobile Liability Insurance.

7-3.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

7-3.5.3.1 Additional Insured.

- a) The policy or policies must be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you; except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement must not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.
- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.

7-3.5.3.2 Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

7-3.5.3.3 Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies must provide that your insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and must provide cross-liability coverage.

7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

7-3.5.4.1 Additional Insured.

- a) The policy or policies must be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you; except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of §2782 of the California Civil Code apply, this endorsement must not provide any duty of indemnity coverage for the active negligence of the City and its respective

elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.

7-3.5.4.2 Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

7-3.5.4.3 Severability of Interest. For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies must provide that your insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and must provide cross-liability coverage.

7-3.5.5 Builders Risk Endorsements.

7-3.5.5.1 Waiver of Subrogation. The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

7-3.5.5.2 Builders Risk – Partial Utilization. If the City desire to occupy or use a portion or portions of the Work prior to Acceptance in accordance with this contract, the City will notify you and you must immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies must not be cancelled or lapse on account of any such partial use or occupancy. You must obtain the endorsement prior to our occupation and use.

7-3.6 Deductibles and Self-Insured Retentions. You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

7-3.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.

7-3.8 Notice of Changes to Insurance. You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

7-3.9 Excess Insurance. Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

1. For contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), etc. by the Contractor) for all of your employees or Subcontractors who provide professional engineering services under this contract, you must keep or must require its Subcontractor keep in full force and effect, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate.
2. You must ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) the policy will be maintained in force for a period of 3 years after completion of the Project or termination of this contract whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you must (a) certify this to the City in writing and (b) agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

7-4 WORKERS' COMPENSATION INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:

7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of §3700 of the California Labor Code, you must provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.
2. Limits for this insurance must be not less than the following:

<u>Workers' Compensation</u>	<u>Statutory Employers Liability</u>
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit
3. By signing and returning the Contract you certify that you are aware of the provisions of §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 you must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

7-4.1.1 Waiver of Subrogation.

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

7-8.6 Water Pollution Control. ADD the following:

1. Based on a preliminary assessment by the City, the Contract is subject to WPCP.

7-10.2.2 Engineered Traffic Control Plans Provided by the Contractor. To the City Supplement, ADD the following:

Engineered “D” size TCP are required for the following areas:

1. Eider Street

7-10.5.3 Steel Plate Covers. Table 7-10.5.3(A), REVISE the plate thickness for 5’-3” trench width to read 1 ¾”.

7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplement, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Your duty to indemnify and hold harmless does not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its officers, or employees.

7-16.2.2 Weekly Updates Recipients. Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

Name, Senior Engineer, erubalcava@san Diego.gov

Name, Project Engineer, jpotenciano@san Diego.gov

Resident Engineer, TBA, wla u@san Diego.gov

SECTION 9 - MEASUREMENT AND PAYMENT

9-3.2.5 Withholding of Payment. To the City Supplement, item i), DELETE in its entirety and SUBSTITUTE with the following:

- i) Your failure to comply with 7-2.3, “PAYROLL RECORDS” and 2-16, “CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.”

SECTION 300 – EARTHWORK

300-1.4 **Payment.** To the City Supplement, paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

2. Payment for existing pavement removal and disposal of up to 12” thick, within the excavation e.g., trench limits, shall be included in the Bid item for installation of the mains or the Work item that requires pavement removal.

SECTION 302 – ROADWAY SURFACING

302-3 **Preparatory Repair Work.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

302-3 **Preparatory Repair Work.**

1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.
2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.
3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2” for Residential streets, and a minimum depth of 3” for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2” for residential streets, and a minimum of 3” for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10” below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Class 2 Aggregate Base in accordance with 400-2.4, “Class 2 Aggregate Base.”
5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, “Class 2 Aggregate Base.”
6. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 “Tack Coat.”

7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT." Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, "ASPHALT CONCRETE."
8. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
9. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 "Density and Smoothness." After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
10. The minimum dimension for each individual repair shall be 4' x 4' and shall be subject to the following conditions:
 - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION."
 - b) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 400-2.4, "Class 2 Aggregate Base." Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Base."
 - c) The Contractor may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
 - d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.

302-3.1 Asphalt Patching.

1. Asphalt patching shall consist of patching potholes, gutter-line erosion, and other low spots in the pavement that are deeper than ½" per 302-5.6.2, "Density and Smoothness." These areas are generally smaller and more isolated than those areas in need of mill and pave.
2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. The Contractor shall identify any new areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.
3. The Contractor shall identify and repair any areas that may require patching, prior to the placement of slurry seal for smooth finished product.

4. Asphalt overlay shall not be applied over deteriorated pavement. Preparatory asphalt work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
5. The Contractor shall remove distressed asphalt pavement either by saw cutting or milling, to expose firm and unyielding pavement; prepare subgrade (as needed); and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
6. Prior to replacing asphalt, the area shall be cleaned and tack coated per 302-5.4, "Tack Coat".
7. Following the asphalt placement, the Contractor shall roll the entire patch in both directions covering the patch at least twice.
8. After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
9. Base repairs shall not exceed 20% RAP in content.

302-3.2 Payment.

1. Payment for replacement of existing pavement when required shall be included in the unit bid price for Asphalt Pavement repair for the total area replaced and no additional payment shall be made regardless of the number of replacements completed. No payment shall be made for areas of over excavation or outside trench areas in utility works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to the Contractor's failure to protect existing improvements. The Contractor shall reimburse the City for the cost of retesting all failing compaction tests.
2. The areas and quantities shown on the road segments and in appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and these designated areas shall be considered to take precedent over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.
3. At the end of each day, the Contractor shall submit to the Engineer an itemized list of the asphalt pavement repair work completed. The list shall include the location of the work and the exact square footage of the repair.
4. Preparatory repair work and tack coating will be paid at the Contract unit price per ton for Asphalt Pavement Repair. No payment shall be made for areas of over excavation unless previously approved by the Engineer.
5. Milling shall be included in the Bid item for Asphalt Pavement Repair unless separate Bid item has been provided.
6. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.

302-5.1.1 Damaged AC Pavement Replacement. To the City Supplement, DELETE in its entirety.

302-5.1.2 Measurement and Payment. To the City Supplement, DELETE in its entirety.

302-5.2.1 Measurement and Payment. To the City Supplement, item c), ADD the following:
Imported Subgrade material shall be paid per bid item “Imported Backfill”.

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

308-7 GUARANTEE. To the City Supplement, DELETE in its entirety.

308-7 Payment. ADD the following:

Work related to tree maintenance shall be included in the Bid items as follows:

- Tree Trimming (EA)
- Root Pruning (EA)
- Root Barrier (EA)

308-8 PAYMENT. To the City Supplement, DELETE in its entirety.

SECTION 700 – EXTENDED REVEGETATION, MAINTENANCE, AND MONITORING

SECTION 701 – WATER POLLUTION CONTROL

SECTION 703 – ENCOUNTERING OR RELEASING HAZARDOUS SUBSTANCES

703-20 Payment. To the City Supplement, Item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Payment for waste management shall be included in the applicable Bid items as follows:
 - a) Preparation of Hazardous Waste Management Plan and Reporting (LS).
 - b) Monitoring, Testing, Sampling, Site Storage, and Handling of Soils Containing RCRA Hazardous Waste (TON).
 - c) Loading, Transportation, and Disposal of soils containing RCRA Hazardous Waste (TON).
 - d) Monitoring of Petroleum Contaminated Soil (HR).

- e) Testing, Sampling, Site Storage and Handling of Petroleum Contaminated Soil (TON).
- f) Loading, Transportation, and Disposal of Petroleum Contaminated Soil (TON).
- g) Monitoring, Testing, Sampling Site Storage and Handling of Soils Containing Non-RCRA Hazardous Waste (TON).
- h) Loading, Transportation, and Disposal of Soils Containing Non-RCRA Hazardous Waste (TON).
- i) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Containerized RCRA Hazardous Waste (55 Gal DRUMS).
- j) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Containerized Non-RCRA Hazardous Waste (55 Gal DRUMS).
- k) Testing, Sampling, Site Storage, Handling, Transportation and Recycling/Disposal of Universal Waste (EACH).
- l) Testing, Sampling, Site Storage, Handling, Transportation and Recycling/Disposal of Regulated Waste (TON).
- m) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of RCRA Hazardous Waste contamination from the treatment of contaminated ground water (GAL).
- n) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Non-RCRA Hazardous Waste contamination from the treatment of contaminated ground water (GAL).

SECTION 705 – WATER DISCHARGES

- 705-2.6.1** **General. Paragraph (3), CORRECT reference to Section 803 to read “Section 703.”**
- 705-2.6.3** **Community Health and Safety Plan.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
- 705-2.6.3** **Community Health and Safety Plan.** See 703-2, “Community Health and Safety Plan.”

SECTION 707 – RESOURCE DISCOVERIES

**ADD:
707-1.1**

Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared **Notice of Exemption** for **Emerald Hills Standpipe Demolition**, IO No. 21002797, as referenced in the Contract Appendix. You must comply with all requirements of the **Notice of Exemption** as set forth in the Contract Appendix A.

Compliance with the City’s environmental document is included in the various Bid items, unless a bid item has been provided.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX B

HARRIS AND ASSOCIATES INVOICE



Harris & AssociatesSM

INVOICE

City of San Diego
2797 Caminito Chollas, MS 43
San Diego CA 92105
Attention: Eric Rubalcava

Invoice # : 19842
Invoice Seq : 2
Invoice Date : 1/11/2013
Project Manager : Mendoza, Carlos
Project : 092041828
Project Name : San Diego - Water Meter Study
Customer ID : SANDIEG

For Professional Services Rendered Through: 12/31/2012

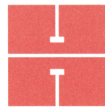
City of San Diego - Water Meter Study PO#4500037641 Task#10CH33
Resolution# R306518

		Current Billings
Phase : 001 -- Harris Labor		<u>21,580.00</u>
	Current Invoice	21,580.00
Budget :	129,895.00	
Invoice to Date :	37,832.50	
Budget Remaining :	92,062.50	
		Billing Amount
		21,580.00
		Total Current Invoice
		<u>21,580.00</u>
Amount Due This Invoice:		<u>21,580.00</u>

Unpaid Invoices		
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Outstanding Amount</u>
19413	12/07/2012	16,252.50
Total Unpaid Invoices		16,252.50

Approved 1/22/13

P.O. No 4500037641



Harris & AssociatesSM

INVOICE

001 : Harris Labor

Labor	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Meetings and Management			
Mendoza, Carlos	14.00	185.00	2,590.00
Lee, Daniel	5.00	190.00	950.00
Saunders, Javier	4.50	200.00	900.00
Gerges, Ehab	2.50	200.00	500.00
Total Task : Meetings and Management			4,940.00
Data Gathering and Analysis			
Crabtree, Mark	120.00	95.00	11,400.00
Mendoza, Carlos	16.00	185.00	2,960.00
Lee, Daniel	12.00	190.00	2,280.00
Total Task : Data Gathering and Analysis			16,640.00
Invoice Total			21,580.00

DESIGN SERVICES STATUS REPORT

City of San Diego
Contract No.
WATER METER STUDY

HARRIS & ASSOCIATES PROJECT NO. 092.0418.28

DATE: January 11, 2013

BUDGET STATUS:

<i>Task</i>	<i>Task Description</i>	<i>Total Budget</i>	<i>Invoice Amount</i>	<i>Billed To Date</i>	<i>Budget Remaining</i>	<i>% Expended</i>	<i>% Complete</i>
100	Meetings & Management	15,430.00	4,940.00	7,255.00	8,175.00	47%	50%
200	Data Gathering & Analysis	32,115.00	16,640.00	30,577.50	1,537.50	96%	75%
300	Review Existing MMP	17,050.00	0.00	0.00	17,050.00	0%	0%
400	Eval Mtr Eff & Life Plans	16,820.00	0.00	0.00	16,820.00	0%	0%
500	Develop MMP	19,690.00	0.00	0.00	19,690.00	0%	0%
600	Draft & Final Report	13,950.00	0.00	0.00	13,950.00	0%	0%
		0.00	0.00	0.00	0.00	0%	0%
		115,055.00	21,580.00	37,832.50	77,222.50	33%	20%
SC	Veolia North America	14,840.00	0.00	0.00	14,840.00	0%	0%
		129,895.00	21,580.00	37,832.50	92,062.50		

Summary:

On track with management. Veolia sub-agreement still in progress, so invoicing is behind for them. Effort is higher than anticipated for data gathering, due primarily to lack of organization and clarity on test data. We consider effort 75% complete, mainly due to the lack of meter-specific data on performance, flow, and revenue. Effort now focused on working with Yvonne Faia to investigate additional data from SWIM / CCS and for help finding written documentation of policies and procedures. Our program understanding is primarily based on interviews and observations.

All other effort is on hold until Key data is received. Please call when you get this report to discuss adding effort or shifting effort to address the impending budget overage for Task 2.

SCHEDULE Updated via email on 12/3/12. We are slipping as we pursue the missing data to complete Task 2.

Last Month:

Gathered and analyzed available data through onsite meetings, internet research, data mining of SPLASH data, industry literature and standards review, and preparation of preliminary data report. Harris and Veolia effort expended.

One month Look-Ahead:

Obtain SWIM / CIS data, perform preliminary data mining, complete assembly of all data into data report, deliver report and schedule meeting.

Two Month Look-Ahead:

750 B Street, Suite 1800, San Diego, California 92101 619.236.1778 FAX 619.236.1179 sandiego@harris-assoc.com

Receive City comments and incorporate in Task 3 deliverable.

Critical Path Action Items:

City: Follow up information needed on Data Request emailed 12/19/12. Key missing data to associate water meters to performance, flow, and revenue (SWIM / CCS).

Harris: Upon receipt of data, complete Data Gathering and submit tech memo with appendices.

STATUS BY TASK

Task 1.0 Meetings and Management

1.1 Progress Meetings (6) and Schedule Updates.

11/21/12 – Kick-Off Meeting with minutes and schedule update 12/3/12

Pending – Technical Memoranda (3)

Pending – Draft Report and Final Report (2)

Deliverables: Agendas, Minutes, Schedule Updates

1.2 QA/QC. -

Internal QA/QC meetings held 12/19 to review Preliminary deliverables.

Task 2.0 Data Gathering and Analysis

Onsite Data Gathering and ride-alongs conducted onsite with Harris, Veolia, and City staff 12/12/12 – 12/13/12 with follow ups thereafter. Photo logs developed, data downloaded and analyzed. 12/18/12 follow up data request still being coordinated.

Substantial vendor information gathered and analyzed.

Deliverable: Cataloged data listing, electronic data files, and preliminary data summaries and analyses

Task 3.0 Review of Existing Meter Management Program (MMP)

Partially reviewed as part of Task 2.0. Will complete review with ~5-year horizon. Documentation of the management program is not clear at this point, leaving an opportunity to add value with our report.

Deliverable: Technical Memorandum – Review of Existing Meter Management Program.

Task 4.0 Evaluation of Meter Efficiencies and Life Spans

Partially reviewed as part of Task 2.0. Data at this point is not suitably linked to draw conclusions.

Deliverable: Technical Memorandum – Evaluation of Meter Efficiencies and Life Spans.

Task 5.0 Develop Meter Management Program

Partially reviewed as part of Task 2.0, and preliminary conclusions under development. Will develop large and small meter program recommendations.

Deliverable: Technical Memorandum – Proposed Meter Management Program.

Task 6.0 Draft and Final Report

Deliverables: Draft Report and Final Report.

Task 7.0 Additional Services

Not proposed or authorized at this stage.



H & A Project #092041828
Water Meter Study Task#10CH33
 Services through 12/31/2012

<u>Phase</u>	<u>Phase Description</u>	<u>Task</u>	<u>Task Description</u>	<u>Total Budget</u>	<u>Invoice Amount</u>	<u>Billed To Date</u>	<u>Budget Remaining</u>	<u>% Expended</u>	<u>% Complete</u>
100	Harris Labor	100	Meetings & Management	15,430.00	4,940.00	7,255.00	8,175.00	47%	50%
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500		500	Develop MMP	19,690.00	0.00	0.00	19,690.00	0%	0%
600		600	Draft & Final Report	13,950.00	0.00	0.00	13,950.00	0%	0%
				0.00	0.00	0.00	0.00	0%	0%
			Subtotal	115,055.00	21,580.00	37,832.50	77,222.50	33%	20%
200	Advisory	SC	Veolia North America	14,840.00	0.00	0.00	14,840.00		
			Totals	129,895.00	21,580.00	37,832.50	92,062.50		

Completed This Month:
 See attached Status Report for Narrative

ATTACHMENT D
PROPOSAL FORMS

6/18/14 EW

ORIGINAL

City of San Diego

CITY CONTACT

Contract Specialist: Claudia Abarca
Email: Cgiordano@sandiego.gov
Phone No.: 619-533-3481, Fax No.: 619-533-3633
J.Potenciano/BD/lji

REQUEST FOR PROPOSAL (RFP)



FOR

Emerald Hills Standpipe Demolition

TASK ORDER NO.:	13MACP09
RFQ NO.:	12MCL100
PROPOSAL NO.:	K-14-6123-MACC-3
SAP NO. (WBS/IO/CC):	21002931
CLIENT DEPARTMENT:	2013
COUNCIL DISTRICT:	4
PROJECT TYPE:	BL

THIS TASK IS SUBJECT TO THE FOLLOWING:

- PREVAILING WAGE RATES: STATE FEDERAL
- SMALL AND LOCAL BUSINESS ENTERPRISE (SLBE) PROGRAM
- MANDATORY USE OF APPRENTICES

THIS DOCUMENT SHALL BE SUBMITTED IN ITS ENTIRETY

PROPOSALS DUE

12:00 NOON
MAY 28, 2014

Proposal Documents

The following forms must be completed in their entirety and submitted with the Proposal. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Proposal to be deemed **non-responsive**. If you are uncertain or have any questions about any required information, contact the City no later than 14 Days prior to the due date of the Proposal.

1. Proposal	111
2. Non-Collusion Affidavit to be executed by Proposer and Submitted with Proposal under 23 USC 112 and PCC 7106	114
3. Contractors Certification of Pending Actions	115
4. Equal Benefits Ordinance Certification of Compliance.....	116
5. Design-Build Proposal	117
6. Price Proposal Forms (Design Build)	118
7. Form AA05 – Design-Build List of Subcontractors	120
8. Form AA15 - Design-Build List of Subcontractors.....	121
9. Form AA25 - Design-Build Named Equipment/Material Supplier List.....	122
10. Form AA30 - Design-Build Named Equipment/Material Supplier List.....	123

BIDDING DOCUMENTS

PROPOSAL

Design-Builder's General Information

To the City of San Diego:

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE: N/A

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

IF A PARTNERSHIP, SIGN HERE: N/A

- (1) Name under which business is conducted _____

BIDDING DOCUMENTS

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

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

Full Name and Character of partner

(4) Place of Business (Street & Number) _____

(5) City and State _____ Zip Code _____

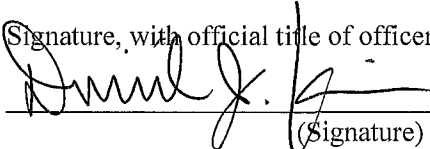
(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted J.R. Filanc Construction Company, Inc.

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



(Signature)

David J. Kiess

(Printed Name)

Vice President

(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 740 N. Andreasen Drive

(5) City and State Escondido, CA Zip Code 92029

(6) Telephone No. 760-941-7130 Facsimile No. 760-941-3969

(7) Email Address dkiess@filanc.com

BIDDING DOCUMENTS

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION Class A, B, C10, HAZ, ASB - General Engineering Contractors License

LICENSE NO. 134877 EXPIRES 9/30/2015

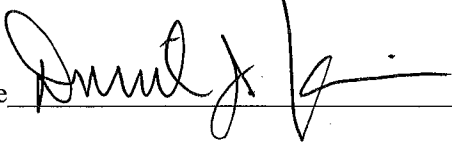
This license classification must also be shown on the front of the proposal envelope. Failure to show license classification on the proposal envelope may cause return of the proposal unopened.

TAX IDENTIFICATION NUMBER (TIN): XXXXXXXXXX

E-Mail Address: dkiess@filanc.com

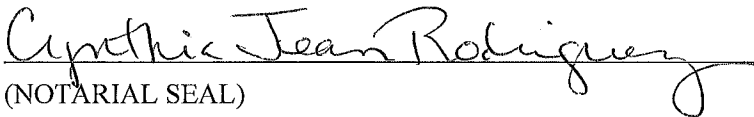
THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature  Title Vice President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 9th DAY OF June, 2014.

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


(NOTARIAL SEAL)



PROPOSAL DOCUMENTS

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

State of California)
County of San Diego) ss.

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

Signed: [Signature]
Title: Vice President

Subscribed and sworn to before me this 9th day of June, 2014
Cynthia Jean Rodriguez
Notary Public



(SEAL)

PROPOSAL DOCUMENTS

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

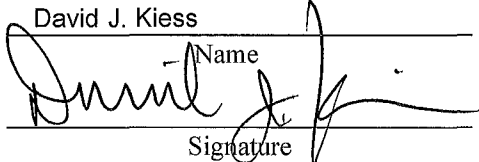
CHECK ONE BOX ONLY.

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

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

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

Contractor Name: J.R. Filanc Construction Company, Inc.

Certified By David J. Kiess Title Vice President

Name
Signature Date June 9, 2014

USE ADDITIONAL FORMS AS NECESSARY

PROPOSAL DOCUMENTS

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
 202 C Street, MS 9A, San Diego, CA 92101
 Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: J.R. Filanc Construction Company, Inc.	Contact Name: David J. Kiess
Company Address: 740 N. Andreasen Drive	Contact Phone: 760-941-7130
Escondido, CA 92029	Contact Email: dkiess@filanc.com

CONTRACT INFORMATION

Contract Title: Emerald Hills Standpipe Demolition	Start Date: June 25, 2014
Contract Number (if no number, state location): K-14-6123-MACC-3	End Date: May 8, 2015

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm’s equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm’s compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City’s approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

David J. Kiess/Vice President		6/9/2014
Name/Title of Signatory	Signature	Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: EBO Analyst: Approved Not Approved – Reason:

(Rev 02/15/2011)

PROPOSAL DOCUMENTS

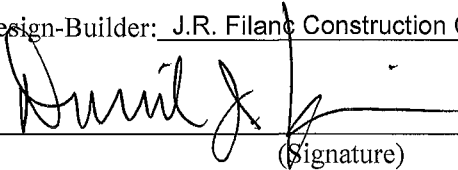
Design-Build Proposal

1. The undersigned, The Design-Builder proposes and agrees, if this Proposal is accepted, to enter into an agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled **Task Order 13MACP09 for Emerald Hills Standpipe Demolition**.
2. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.
3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.
4. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as The Design-Builder deems necessary.

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

Dated: 6/9/2014

The Design-Builder: J.R. Filano Construction Company, Inc.

By:  _____
(Signature)

Title: Vice President

PROPOSAL DOCUMENTS

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **Task Order 13MACP09 for Emerald Hills Standpipe Demolition**, for the City of San Diego, in accordance with these contract documents for the lump sum Design-Build Proposal prices listed below. The Design-Builder guarantees the lump sum Design-Build Proposal prices for a period of 120 Days (90 Days for federally funded contracts and contracts valued at \$500,000 or less) from the date Proposals are due until the award of the Task Order. The duration of the price guarantee shall be extended by the number of Days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
1	524126	Bonds (Payment and Performance)	1		LS	 	\$ 7,130
2	541330	Engineering and Design Services	1	D	LS	 	\$ 41,118
3	238910	Field Construction	1		LS	 	\$ 535,020
4	541330	Storm Water Pollution Prevention	1		LS	 	\$ 14,013
5		City Contingency	1		AL	 	\$20,000.00

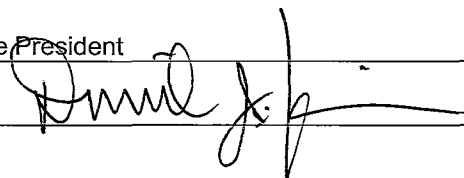
*** Design Element (For City Use)**

Total Design-Build Proposal Amount (Item No. 1 through Item No. 5 inclusive): \$ 617,281

Total Design-Build Proposal Amount (Item No. 1 through Item No. 5 inclusive) written in words:
Six hundred seventeen thousand two hundred eighty-one dollars

The Design-Builder: J.R. Filanc Construction Company, Inc.

Title: Vice President

Signature: 

PROPOSAL DOCUMENTS

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

Mark Filanc, Harry Cosmos, Vince Diaz, David Kiess and Norbert Schulz

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

NOTES:

- A. After the selection has been made, the City may award the task order for the Base Proposal alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Design-Builder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the Proposal.
- C. Failure to initial all corrections made in the proposal documents may cause the Proposal to be rejected as **non-responsive** and ineligible for award.
- D. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal **non-responsive** and ineligible for award.
- E. Proposals shall not contain any recapitulation of the Work. Conditional Proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

PROPOSAL DOCUMENTS

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

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Design-Builder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Proposal. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor. The Design-Builder shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Proposal to be performed shall be stated for all Subcontractors listed. Failure to comply with this requirement may result in the Proposal being rejected as **non-responsive** and ineligible for award. The Design-Builder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Design-Builder's own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that the Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: McGrath Consulting Address: 13080 Hwy 80 Business Route City: El Cajon State: CA Zip: 92921 Phone: 619.443.3811	Designer	PLEASE TAKE NOTICE Requirement to provide subcontractors license numbers becomes effective July 1, 2014	Stormwater	\$1,000	ELBE	CITY	
Name: Hudson Safe-T-Light Address: 777 Gable Way City: El Cajon State: CA Zip: 92020 Phone: 619.441.3644	Designer		Traffic Control	\$440	SLBE	CITY	
Name: Bodhi Group, Inc. Address: 5480 Baltimore Drive, Suite 207 City: La Mesa State: CA Zip: 91942 Phone: 619.741.2415	Designer Constructor		Environmental Health and Safety Consultant	\$7,000 \$22,200	ELBE	CITY	

- ① As appropriate, The Design-Builder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, The Design-Builder shall indicate if Subcontractor is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

0.6916
C/O

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

Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY
 Form Number: AA05
 Attachment D
 Emerald Hills Standpipe Demolition

PROPOSAL DOCUMENTS

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

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Design-Builder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Proposal. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor. The Design-Builder shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Proposal to be performed shall be stated for all Subcontractors listed. Failure to comply with this requirement may result in the Proposal being rejected as **non-responsive** and ineligible for award. The Design-Builder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Design-Builder's own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that the Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED \OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Vic Salazar Communications Address: 2514 Jamacha Road #502-21 City: El Cajon State: CA Zip: 92019 Phone: 619.517.4744	Designer	PLEASE TAKE NOTICE Requirement to provide subcontractors license numbers becomes effective July 1, 2014	Community Liaison	\$4,000	ELBE	CITY	
Name: Clauss Construction Address: 8956 Winter Gardens Blvd City: Lakeside State: CA Zip: 92040-4935 Phone: 619.390.4940	Construction Designer		Demolition	\$297,383 \$2,875	DVBE	CADoGS	
Name: Ace Excavating & Environmental Services Address: 1020 Greefield Drive City: El Cajon State: CA Zip: 92021 Phone: 619.441.4900	Construction		Earthwork and Site Restoration	\$92,050	ELBE SLBE SBE	CITY CITY SDCWA and Port of Long Beach	

- ① As appropriate, The Design-Builder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, The Design-Builder shall indicate if Subcontractor is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY
 Form Number: AA05
 Attachment D
 Emerald Hills Standpipe Demolition

PROPOSAL DOCUMENTS

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

The Design-Builder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall submit with the Proposal the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Design-Builder will be credited up to 60% of the amount to be paid to the Suppliers for such materials/supplies unless vendor manufactures or substantially alters materials/supplies in which case 100% will be credited. The Design-Builder shall indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®
Name: <u>N/A</u> Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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

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

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

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

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

Form Title: DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE PRICE PROPOSAL ONLY
 Form Number: AA25
 Attachment D
 Emerald Hills Standpipe Demolition



THE CITY OF SAN DIEGO

December 21, 2012

McGrath Holdings
DBA McGrath Consulting
Michael W. McGrath
13080 Hwy 80 Business Route
El Cajon, CA 92921

Subject: Small Local Business Enterprise Certification

Dear Michael:

Congratulations! We have reviewed your **renewal application** and you have been approved for re-certification as a City of San Diego Emerging Local Business Enterprise (ELBE). Your certification number is 11MH0280 and your classification is General Services. Please reference this certification number when bidding on City projects.

For the City's SLBE Program, your certification is effective December 21, 2012. This certification expires on December 21, 2014 at which time you will need to reapply in accordance with the SLBE guidelines.

Special Note:

To ensure the correct information is included in our database please go to <https://pro.prismcompliance.com> select City of San Diego under jurisdiction, select go, type in your company name, select go, select your company and review the information. If there is inaccurate/missing information please e-mail pjordan@sandiego.gov.

If you have any questions please call 619-533-3843.

Thank you,

Henry Foster III
Interim Department Director



Administration Department
Small Local Business Enterprise Program
202 C Street, 9th Floor, MS 9A
San Diego, CA 92101-4806
Telephone (619) 533-3843 Fax (619) 236-7344

CERTIFICATE OF TRAINING

CALIFORNIA CONSTRUCTION GENERAL PERMIT

QUALIFIED SWPPP PRACTITIONER (QSP)

John Kremensky Jr.

Dec 14, 2012 - Dec 14, 2014

Certificate # 23823



**California Stormwater Quality Association and
California Construction General Permit Training Team**

CERTIFICATE OF TRAINING

CALIFORNIA CONSTRUCTION GENERAL PERMIT

QUALIFIED SWPPP DEVELOPER (QSD) AND QUALIFIED SWPPP PRACTITIONER (QSP)

Michael McGrath

Jun 13, 2013 - Aug 30, 2015

Certificate # 20194



CALIFORNIA STORMWATER
QUALITY ASSOCIATION

**California Stormwater Quality Association and
California Construction General Permit Training Team**

City of San Diego



Small Local Business Enterprise Certification

Robcar Corporation

DBA Hudson Safe-T-Lite Rentals

Small Local Business Enterprise (SLBE)

Specialty Construction (NAICS: 561990, 423990, 332999, 339950, 237310)

Certification Number: 11RC0312

Effective Date: 01/18/2013

Expiration Date: 01/18/2015

A handwritten signature in black ink, appearing to read "Henry Foster III".

Henry Foster III
Administration Department
Interim Director

City of San Diego



Small Local Business Enterprise Certification

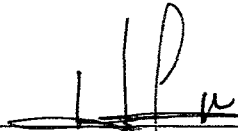
The Bodhi Group, Inc.

***Emerging Local Business Enterprise (ELBE)
Professional Services*** (NAICS: 541620, 562910, 541330)

Certification Number: 11TB0308

Effective Date: 04/05/2013

Expiration Date: 04/05/2015



Henry Foster III
Administration Department
Interim Director

City of San Diego



Small Local Business Enterprise Certification

Vic Salazar Enterprises

DBA Vic Salazar Communications

Emerging Local Business Enterprise (ELBE)

General Services (NAICS: 512110, 541613, 541820, 541830, 541840,
541910, 711510)

Certification Number: 11VS0243

Effective Date: 10/15/2012

Expiration Date: 10/15/2014

A handwritten signature in black ink, appearing to read "H. Foster III", is written over a horizontal line.

Henry Foster III
Administration Department
Interim Director

Oct 11, 2013

DVBE APP

Supplier #3129
CLAUSS CONSTRUCTION
8956 WINTER GARDENS BLVD
LAKEVILLE CA 92040-4935

Dear Business Person:

Congratulations on your Disabled Veteran Business Enterprise (DVBE) certification with the State of California. Your business is now entitled to compete in the State's goal to spend three percent of its annual contracting dollars with DVBE businesses. For more information or to verify certification status, visit www.eprocure.dgs.ca.gov

Certification Period

From Oct 11, 2013 to Oct 31, 2014

Business Types

Construction

Conflict of Interest for Current and Former State Employees

Prior to contract award, agencies will assure the vendor is in compliance with Public Contract Code, Section 10410 et seq. addressing conflict of interest for State employees or former employees.

Annual Submission Requirement

Submit copies of the ENTIRE federal tax return to the Office of Small Business and DVBE Services (OSDS). In addition to the business tax returns, each partner of a partnership business must also submit individual federal tax returns. Businesses that rent equipment to the State must submit individual federal tax returns for each disabled veteran owner within 90 days of the individual's tax return filing due date. If you have been granted a tax filing extension with the Internal Revenue Service, submit a copy of the extension form and annual financial statements; then, submit a copy of the tax return once filed.

Maintaining Your Online Certified Firm Profile

Visit www.eprocure.dgs.ca.gov/default.htm to update your certification profile. You may report changes to the following: mailing and principal office address; contact information; keywords and service areas; United Nations Standard Products and Services Codes, North American Industry Classification System (applicable only to Manufacturers). This certification may be impacted if you update information beyond the aforementioned. To report changes by mail, complete a "Certification Information Change" form located at www.documents.dgs.ca.gov/pd/smallbus/certchange.pdf

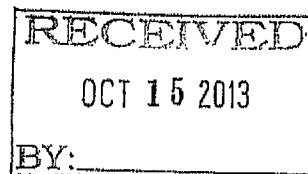
Certification Renewal

Please complete an online application at www.eprocure.dgs.ca.gov 90 days prior to the expiration date whether or not you receive a renewal notice. If you hold dual certifications, SB and DVBE certifications, you must renew both certifications at the same time. Please contact us at 800.559.5529, 916.375.4940 or by email at OSDSHelp@dgs.ca.gov if you have any questions.

Sincerely,

Office of Small Business and DVBE Services

PROCUREMENT DIVISION - Small Business & DVBE Services | State of California | State Consumer Services Agency
707 3rd Street, 1st Floor, Room 400 | West Sacramento, CA 95605 | t 916.375.4940 f 916.375.4950





THE CITY OF SAN DIEGO

February 7, 2013

Ace Excavating & Environmental Services, Inc.
Larry Gillum
Rose Gillum
1020 Greenfield Drive
El Cajon, CA 92021

Subject: Small Local Business Enterprise Certification

Dear Larry and Rose:

Congratulations! We have re-evaluated your **renewal application** based on the tax documents you recently submitted and you have been approved for re-certification as a City of San Diego Emerging Local Business Enterprise (ELBE). Your certification number is 10AE0042 and your classification is Construction. Please reference this certification number when bidding on City projects.

For the City's SLBE Program, your certification is effective July 6, 2012. This certification expires on July 6, 2014 at which time you will need to reapply in accordance with the SLBE guidelines.

Special Note:

To ensure the correct information is included in our database please go to <https://pro.prismcompliance.com> select City of San Diego under jurisdiction, select go, type in your company name, select go, select your company and review the information. If there is inaccurate/missing information please e-mail pjordan@sandiego.gov.

If you have any questions please call 619-236-6297.

Thank you,

A handwritten signature in black ink, appearing to read "Henry Foster III", is written over a horizontal line.

Henry Foster III
Interim Department Director



Administration Department
Small Local Business Enterprise Program
202 C Street, 9th Floor, MS 9A
San Diego, CA 92101-4806
Telephone (619) 236-6297 Fax (619) 236-7344

City of San Diego



**Small Local Business Enterprise
Certification**

Ace Excavating & Environmental Services, Inc.

Small Local Business Enterprise (SLBE)

Construction (NAICS: 238990, 238110, 238910, 238120, 237110)

Certification Number: 10AE0042

Effective Date: 07/06/2012

Expiration Date: 07/06/2014

A handwritten signature in cursive script that reads "Debra Fischle-Faulk".

Debra Fischle-Faulk
Administration Department
Director



THE NETWORK

Bringing You Government Bids Throughout Southern California

Certified Small Business Enterprise (SBE)

10/12/2011

Account #: 40815
Mr. Wood
Ace Excavating and Environmental Services
1020 Greenfield Dr.
El Cajon, CA 92021

Dear Mr. Wood:

Thank you for submitting your Vendor Application seeking Small Business Enterprise (SBE) recognition with *The Network*. Per our evaluation of the information you provided in your application and the North American Industry Classification System (NAICS) codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by the following agencies:

*The Port of Long Beach**

*San Diego County Water Authority**

** There are currently six agencies participating in The Network; however, at the present time, only the Port of Long Beach and San Diego County Water Authority are administering a Small Business Enterprise (SBE) Program.*

The Port of Long Beach is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

NAICS code(s) for which SBE status is recognized: 237110 237990 237210

SBE Certificate Effective Date: 10/11/2011

SBE Certificate Expiration Date: 10/11/2014

Work performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above agencies.

The agencies reserve the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading, or incorrect information. The agencies reserve the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participating in any contracts for a period of up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date mentioned above. All information is subject to verification.

If there are any changes in your status that may impact your certification, you are required to update your account information online. You may view your SBE qualifying information at any time, by logging into your main menu and selecting the "Small Business Certification Form" link.

Sincerely,

Sashi Muralidharan
SBE Administrator, Port of Long Beach



916-375-4940

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[Orders](#)
[Tools](#)
[CRM](#)
[Agency List](#)
[Support](#)
[Logout](#)

CALIFORNIA PROFILE

BidSync Supplier Name	Ace Excavating and Environmental Services Inc	Supplier Number	1251200
Legal Business Name	Ace Excavating and Environmental Services Inc	DBA Business Name	Ace Excavating and Environmental Services Inc
Address	1020 GreenField Drive EL CAJON, CA 92021	Phone	(619) 441-4900
Email	ace@ace.sdcoxmail.com	FAX	(619) 441-4901
Web Page	http://aceexcavating.com		
Number of Employees	5		
Business Types	Construction Service		
Service Areas	Imperial, Orange, San Bernardino, San Diego,		
Keywords	Excavating , Sewer, Sewer pumps , Fuel Tanks , Concrete. Demolition ,		
Construction License Types	A - General Engineering ASB - Asbestos Removal Certification C-21 - Building moving, wrecking C-57 - Well Drilling (Water) HAZ - Hazardous Substance Removal Certification HIC - Home Improvement Certification		
Classifications	301215 - Bituminous derivatives 301216 - Asphalts 301217 - Road and railroad construction materials 721210 - New Industrial building and warehouse construction services 721211 - Commercial and office building construction services 721212 - Agricultural building construction services 721213 - Automotive garage and service station construction services 721214 - Specialized public building construction services 721215 - Industrial plant construction services 721410 - Highway and road construction services 721411 - Infrastructure building and surfacing and paving services 721412 - Marine construction services 721413 - Athletic and recreational facility construction service 721414 - Detention facility construction and repair services 721415 - Land preparation services 951216 - Transport buildings and structures 951217 - Public buildings and structures 951218 - Utility buildings and structures 951224 - Industrial buildings and structures 951415 - Prefabricated farm buildings and structures 951416 - Prefabricated residential buildings and structures 951417 - Prefabricated commercial and industrial buildings and structures		
View Options	View Application		
Edit Options	Amend Application Register as Disabled Veteran Business Enterprise (DVBE)		

Active Certifications

[Register as Disabled Veteran Business Enterprise \(DVBE\)](#)

TYPE	STATUS	STATUS DATE	FROM	TO	ACTIONS
SB (Micro)	Approved	Mar 3, 2014	Mar 20, 2012	Mar 31, 2016	

Certification History

TYPE	STATUS	STATUS DATE	FROM	TO
SB (Micro)	Expired	Mar 20, 2012	Mar 15, 2010	Mar 31, 2012

ATTACHMENT E

PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

J. R. Filanc Construction Company, Inc., a corporation, as principal, and **Fidelity and Deposit Company of Maryland**, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **SIX HUNDRED SEVENTEEN THOUSAND TWO HUNDRED EIGHTY-ONE DOLLARS AND .00/100 (\$617,281.00)** for the faithful performance of the annexed contract, and in the sum of **SIX HUNDRED SEVENTEEN THOUSAND TWO HUNDRED EIGHTY-ONE DOLLARS AND .00/100 (\$617,281.00)** for the benefit of laborers and materialmen designated below.

Conditions:

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

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. of the Civil Code of the State of California.

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

ATTACHMENTS E (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

Dated July 14, 2014

Approved as to Form and Legality

Approved:

By 
Stephen Samara, Senior Contract Specialist

J.R. Filanc Construction Company, Inc.

Principal

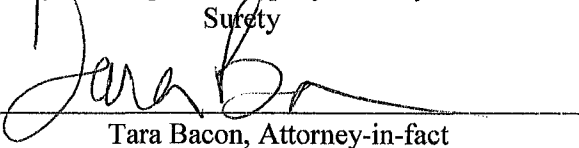
By 

DAVID J. KIESS
ASSISTANT SECRETARY

Printed Name of Person Signing for Principal

Fidelity and Deposit Company of Maryland

Surety

By 
Tara Bacon, Attorney-in-fact

777 South Figueroa Street, Suite 3900

Local Address of Surety

Los Angeles, CA 90017

Local Address (City, State) of Surety

213-270-0804

Local Telephone No. of Surety

Premium \$5,037.00

Bond No. 7641081

ACKNOWLEDGMENT

State of California
County of San Diego)

On July 14, 2014 before me, Maria Hallmark, 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 *Maria Hallmark*

(Seal)



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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Bradley R. ORR, Dale G. HARSHAW, Tara BACON and Kyle KING, all of Fullerton, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 5th day of February, A.D. 2014.

ATTEST:

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



Gerald F. Haley

By: _____
*Assistant Secretary
Gerald F. Haley*

James M. Carroll

*Vice President
James M. Carroll*

State of Maryland
City of Baltimore

On this 5th day of February, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of July, 20 14.



Thomas O. McClellan, Vice President

City of San Diego

CITY CONTACT: Clementina Giordano, Contract Specialist, Email: Cgiordano@saniego.gov
Phone No. (619) 533-3481 - Fax No. (619) 533-3633

ADDENDUM "1" REQUEST FOR PROPOSAL (RFP)



FOR

Emerald Hills Standpipe Demolition

TASK ORDER NO.:	13MACP09
RFQ NO.:	12MCL100
PROPOSAL NO.:	K-14-6123-MACC-3
SAP NO. (WBS/IO/CC):	21002931
CLIENT DEPARTMENT:	2013
COUNCIL DISTRICT:	4
PROJECT TYPE:	BL

PROPOSALS DUE

12:00 NOON
MAY 28, 2014

CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTING GROUP
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101
ATTN: CONTRACT SPECIALIST

A. CHANGES TO CONTRACT DOCUMENTS

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

B. CHANGES TO THE REQUEST FOR PROPOSALS

1. To ATTACHMENT C, pages 86 and 90, SUPPLEMENTARY SPECIAL PROVISIONS, SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR, Subsections 7-3.2.5, “Contractors Builders Risk Property Insurance”, 7-3.5.5, “Builders Risk Endorsements”, 7-3.5.5.1 “Waiver of Subrogation”, and 7-3.5.5.2 “Builders Risk – Partial Utilization”, **DELETE** in their entirety.

James Nagelvoort, Director
Public Works Department

Dated: *May 7, 2014*
San Diego, California

JN/BD/lji

City of San Diego

CITY CONTACT: Clementina Giordano, Contract Specialist, Email: Cgiordano@sandiego.gov
Phone No. (619) 533-3481 - Fax No. (619) 533-3633

ADDENDUM "2"

REQUEST FOR PROPOSAL (RFP)



FOR

Emerald Hills Standpipe Demolition

TASK ORDER NO.:	13MACP09
RFQ NO.:	12MCL100
PROPOSAL NO.:	K-14-6123-MACC-3
SAP NO. (WBS/IO/CC).:	21002931
CLIENT DEPARTMENT:	2013
COUNCIL DISTRICT:	4
PROJECT TYPE:	BL

PROPOSAL DUE:

12:00 NOON

JUNE 10, 2014

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTING GROUP

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

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

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN EXTENDED AS STATED ON THE COVER PAGE.

B. BIDDER'S QUESTIONS

Q1. We need a materials list that shows what type of materials that were used to construct the tank, specifically thickness of steel for each section. This is needed so we can calculate the weight of each section that is to be removed.

A1. This information is unknown.

Q2. We need to be allowed get inside the tank to view the condition for several reasons:

a. If tank is filled or any residue present, if there is any material present it may be contaminated with paint chips and will need to be abated. This needs to be quantified.

b. Is the interior paint intact or flaking? If flaking it will all need to be abated as the steel cannot be transported with flaking paint.

A2. a. There will be sediment including lead paint chips at the bottom of the tank. Expect sediments to test high for Title 22 metals. The quantity is unknown.

b. The interior condition is likely to have changed since the interior samples were collected. Expect flaky condition.

C. CHANGES TO THE REQUEST FOR PROPOSALS

1. To Item 5.0, SELECTION AND AWARD SCHEDULE, Sub-item 5.1.2, Proposal Due Date, **DELETE** in its entirety and **SUBSTITUTE** the following:

5.1.2 Proposal Due Date June 10, 2014

2. To ATTACHMENT D, PROPOSAL DOCUMENTS, pages 118 through 119, PRICE PROPOSAL FORMS, **DELETE** in their entirety and **SUBSTITUTE** with pages 4 through 5 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *May 27, 2014*
San Diego, California

JN/BD/lji

PROPOSAL DOCUMENTS

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **Task Order 13MACP09 for Emerald Hills Standpipe Demolition**, for the City of San Diego, in accordance with these contract documents for the lump sum Design-Build Proposal prices listed below. The Design-Builder guarantees the lump sum Design-Build Proposal prices for a period of 120 Days (90 Days for federally funded contracts and contracts valued at \$500,000 or less) from the date Proposals are due until the award of the Task Order. The duration of the price guarantee shall be extended by the number of Days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
1	524126	Bonds (Payment and Performance)	1		LS	 	\$
2	541330	Engineering and Design Services	1	D	LS	 	\$
3	238910	Field Construction	1		LS	 	\$
4	541330	Storm Water Pollution Prevention	1		LS	 	\$
5		City Contingency	1		AL	 	\$20,000.00

*** Design Element (For City Use)**

Total Design-Build Proposal Amount (Item No. 1 through Item No. 5 inclusive): \$ _____

Total Design-Build Proposal Amount (Item No. 1 through Item No. 5 inclusive) written in words:

The Design-Builder: _____

Title: _____

Signature: _____

PROPOSAL DOCUMENTS

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

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

NOTES:

- A. After the selection has been made, the City may award the task order for the Base Proposal alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Design-Builder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the Proposal.
- C. Failure to initial all corrections made in the proposal documents may cause the Proposal to be rejected as **non-responsive** and ineligible for award.
- D. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal **non-responsive** and ineligible for award.
- E. Proposals shall not contain any recapitulation of the Work. Conditional Proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

City of San Diego

CITY CONTACT: Clementina Giordano, Contract Specialist, Email: Cgiordano@sandiego.gov
Phone No. (619) 533-3481 - Fax No. (619) 533-3633

ADDENDUM "3"

REQUEST FOR PROPOSAL (RFP)



FOR

Emerald Hills Standpipe Demolition

TASK ORDER NO.:	13MACP09
RFQ NO.:	12MCL100
PROPOSAL NO.:	K-14-6123-MACC-3
SAP NO. (WBS/IO/CC).:	21002931
CLIENT DEPARTMENT:	2013
COUNCIL DISTRICT:	4
PROJECT TYPE:	BL

PROPOSAL DUE:

12:00 NOON

JUNE 10, 2014

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTING GROUP

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

Q1. Attachment B, item 5.2.4 refers to "Subsurface Investigation and Geotechnical Work". Since this project only involves demolition of existing structures and no new structures or roads, we do not see the need for a geotechnical investigation. Please confirm that no geotechnical work is required.

A1. Confirmed. No geotechnical work is required.

Q2. Attachment B, item 5.2.6 asks us to provide estimated quantities for Additional Bedding, Imported Backfill, and Additional Pavement Removal/Disposal. These items normally pertain to pipeline work and are not applicable to this project. Please eliminate this paragraph.

A2. Additional bedding does not apply. Imported backfill and additional Pavement Removal/Disposal still applicable.

Q3. Attachment B, item 7.2 refers to "summer moratoriums". This location does not appear to be within the normal summer moratorium areas. Please advise if the summer moratorium applies to this location, and if so, for what time frame.

A3. Correct, summer moratorium does not apply to this project.

Q4. Attachment A, item 1.7 states that "the required 25 month maintenance and monitoring period will be completed under a separate contract". Does this mean that the City will issue a separate contract to the design-builder, or will the City contract with an outside firm to do this work? If the City want the design-builder to provide this service, we suggest that a separate line item for these cost be provided in the bid schedule.

A4. The City will contract with an outside firm to do this work.

Q5. Attachment A, item 1.7 requires that the design-builder be responsible for the 120 day plant establishment period (PEP). Is this 120 calendar day period part of the 220 work day contract time? If so, this would only leave about 6 months for design and construction, which is not sufficient time. We assume that the 120 day PEP is not part of the 220 working day contract time. Please confirm.

A5. The Plant Establishment Period is part of the Contract Time.

Q6. Attachment A, item 2.7.2 requires design submittals at the 30%, 60%, 100%, and final stage. For this simple project, these multiple design submittal are not necessary and will add to the cost of the project. We suggest reducing the design submittals to 90% and Final. Please confirm if this is possible.

A6. Agree. See section C as part of this addendum.

- Q7. The List of Subcontractor form (Page 120-121) has a column for subcontractor license numbers. Please confirm that these do not need to be provided for this project. If license numbers do need to be provided, please re-issue the form with space to input license numbers.
- A7. The license numbers for the Subcontractors do not need to be provided till July 1, 2014.
- Q8. Page 75 of the RFP indicated that the Site Survey would be available for viewing on the FTP site until May 1, 2014. Unfortunately, we did not see this note until after the pre-proposal meeting which was held on May 6, 2014. We checked the FTP site yesterday, and the Site Survey is not there. If possible, please upload the Site Survey to the FTP site again so that our designer can review it.
- A8. Survey report has been re uploaded in the FTP site and is good until June 3, 2014.
- Q9. Must the existing below grade piping, valve vault, and standpipe footing be demolished and removed completely, or can they be abandoned below grade? Please clarify.
- A9. Correct, all below grade piping, valve vault, and standpipe footing be demolished and removed completely.
- Q10. Please clarify the hydroseeding requirements. Our interpretation is that the contractor must lay an approved hydroseed and monitor the condition for the 120 day PEP, but is not ultimately responsible for the successful vegetation of the work area. Please confirm.
- A10. Agree. The Contractor is responsible for a successful erosion control during the PEP.

C. CHANGES TO THE REQUEST FOR PROPOSALS

1. To Attachment A, "Bridging Documents" Scope of Work, Section 2.7.2, **DELETE** in its entirety and **SUBSTITUTE** with the following:
2.7.2 Preparing and completing 90%, and Final design drawings. The Design-Builder is solely responsible for the preparation and completion of design plans for construction. See 2012 Citywide CADD Standards.
2. To Attachment A, "Bridging Documents", **ADD** pages 4 through 15, as attached to this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *May 30, 2014*
San Diego, California

JN/BD/lji

4.7 EnviroMatrix Analytical, Inc.



22 May 2014

H. M. Pitt Labs, Inc.
Attn: Luke Johanson
2434 Southport Way, Ste L
National City, CA 91950

EMA Log #: 14E0573

Project Name: 135457/Project no.6896

Enclosed are the results of analyses for samples received by the laboratory on 05/21/14 15:30. Samples were analyzed pursuant to client request utilizing EPA or other ELAP approved methodologies. I certify that this data is in compliance both technically and for completeness.

A handwritten signature in black ink, appearing to read 'Dan Verdon', is written over a light gray grid background.

Dan Verdon
Laboratory Director

CA ELAP Certification #: 2564

4340 Viewridge Avenue, Suite A - San Diego, California 92123 - (858) 560-7717 - Fax (858) 560-7763
Analytical Chemistry Laboratory

Client Name: H. M. Pitt Labs, Inc.
Project Name: 135457/Project no.6896

EMA Log #: 14E0573

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
Interior debris from tank floor	14E0573-01	Solid	05/21/14 00:00	05/21/14 15:30

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



Client Name: H. M. Pitt Labs, Inc.
 Project Name: 135457/Project no.6896

EMA Log #: 14E0573

Total Metals by EPA 6000/7000 Series Methods

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Interior debris from tank floor (14E0573-01) Solid									
Sampled: 05/21/14 00:00 Received: 05/21/14 15:30									
Antimony	ND	100	mg/kg	10	4052205	05/22/14	05/22/14	EPA 6010	
Arsenic	31.3	10.0	"	"	"	"	"	"	
Barium	108	10.0	"	"	"	"	"	"	
Beryllium	ND	10.0	"	"	"	"	05/22/14	"	
Cadmium	ND	10.0	"	"	"	"	05/22/14	"	
Chromium	30.5	10.0	"	"	"	"	"	"	
Cobalt	46.7	10.0	"	"	"	"	"	"	
Copper	2140	10.0	"	"	"	"	"	"	
Lead	186	10.0	"	"	"	"	"	"	
Molybdenum	ND	50.0	"	"	"	"	"	"	
Nickel	136	10.0	"	"	"	"	"	"	
Selenium	ND	10.0	"	"	"	"	"	"	
Silver	ND	5.00	"	"	"	"	"	"	
Thallium	ND	10.0	"	"	"	"	"	"	
Vanadium	25.3	10.0	"	"	"	"	"	"	
Zinc	143	10.0	"	"	"	"	"	"	
Mercury	ND	0.05	"	1	4052215	05/22/14	05/22/14	EPA 7471	

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Client Name: H. M. Pitt Labs, Inc.
 Project Name: 135457/Project no.6896

EMA Log #: 14E0573

Total Metals by EPA 6000/7000 Series Methods - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
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Batch 4052205

Blank (4052205-BLK1)

Prepared & Analyzed: 05/22/14

Antimony	ND	10.0	mg/kg							
Arsenic	ND	1.00	"							
Barium	ND	1.00	"							
Beryllium	ND	1.00	"							
Cadmium	ND	1.00	"							
Chromium	ND	1.00	"							
Cobalt	ND	1.00	"							
Copper	ND	1.00	"							
Lead	ND	1.00	"							
Molybdenum	ND	5.00	"							
Nickel	ND	1.00	"							
Selenium	ND	1.00	"							
Silver	ND	0.50	"							
Thallium	ND	1.00	"							
Vanadium	ND	1.00	"							
Zinc	ND	1.00	"							

LCS (4052205-BS1)

Prepared & Analyzed: 05/22/14

Antimony	94.2	10.0	mg/kg	100		94	75-125			
Arsenic	92.9	1.00	"	100		93	75-125			
Barium	96.6	1.00	"	100		97	75-125			
Beryllium	94.9	1.00	"	100		95	75-125			
Cadmium	93.1	1.00	"	100		93	75-125			
Chromium	95.7	1.00	"	100		96	75-125			
Cobalt	93.9	1.00	"	100		94	75-125			
Copper	96.4	1.00	"	100		96	75-125			
Lead	94.8	1.00	"	100		95	75-125			
Molybdenum	94.7	5.00	"	100		95	75-125			
Nickel	95.2	1.00	"	100		95	75-125			
Selenium	89.8	1.00	"	100		90	75-125			
Silver	48.3	0.50	"	50.0		97	75-125			
Thallium	95.1	1.00	"	100		95	75-125			
Vanadium	96.3	1.00	"	100		96	75-125			
Zinc	93.4	1.00	"	100		93	75-125			

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Client Name: H. M. Pitt Labs, Inc.
 Project Name: 135457/Project no.6896

EMA Log #: 14E0573

Total Metals by EPA 6000/7000 Series Methods - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
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Batch 4052205

LCS Dup (4052205-BSD1)

Prepared & Analyzed: 05/22/14

Antimony	99.3	10.0	mg/kg	100		99	75-125	5	20	
Arsenic	98.5	1.00	"	100		99	75-125	6	20	
Barium	101	1.00	"	100		101	75-125	5	20	
Beryllium	99.1	1.00	"	100		99	75-125	4	20	
Cadmium	97.4	1.00	"	100		97	75-125	5	20	
Chromium	100	1.00	"	100		100	75-125	5	20	
Cobalt	98.4	1.00	"	100		98	75-125	5	20	
Copper	101	1.00	"	100		101	75-125	4	20	
Lead	99.8	1.00	"	100		100	75-125	5	20	
Molybdenum	100	5.00	"	100		100	75-125	6	20	
Nickel	99.6	1.00	"	100		100	75-125	5	20	
Selenium	94.5	1.00	"	100		94	75-125	5	20	
Silver	50.3	0.50	"	50.0		101	75-125	4	20	
Thallium	99.8	1.00	"	100		100	75-125	5	20	
Vanadium	101	1.00	"	100		101	75-125	4	20	
Zinc	97.5	1.00	"	100		98	75-125	4	20	

Duplicate (4052205-DUP1)

Source: 14E0520-01

Prepared & Analyzed: 05/22/14

Antimony	5.38	10.0	mg/kg		6.71			22	20	QR-04
Arsenic	71.2	1.00	"		85.9			19	20	
Barium	96.5	1.00	"		132			31	20	QR-02
Beryllium	0.22	1.00	"		0.24			11	20	
Cadmium	ND	1.00	"		ND				20	
Chromium	39.0	1.00	"		61.7			45	20	QR-02
Cobalt	1.47	1.00	"		1.78			19	20	
Copper	21.1	1.00	"		23.8			12	20	
Lead	5.40	1.00	"		5.69			5	20	
Molybdenum	2.13	5.00	"		4.10			63	20	QR-04
Nickel	16.3	1.00	"		23.8			37	20	QR-02
Selenium	ND	1.00	"		ND				20	
Silver	0.47	0.50	"		0.48			3	20	
Thallium	ND	1.00	"		ND				20	
Vanadium	4.39	1.00	"		4.25			3	20	
Zinc	15.7	1.00	"		22.9			37	20	QR-02

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Client Name: H. M. Pitt Labs, Inc.
 Project Name: 135457/Project no.6896

EMA Log #: 14E0573

Total Metals by EPA 6000/7000 Series Methods - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
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Batch 4052205

Matrix Spike (4052205-MS1)		Source: 14E0520-01		Prepared & Analyzed: 05/22/14						
Antimony	72.8	10.0	mg/kg	83.3	6.71	79	75-125			
Arsenic	162	1.00	"	83.3	85.9	91	75-125			
Barium	151	1.00	"	83.3	132	22	75-125			QM-06
Beryllium	80.8	1.00	"	83.3	0.24	97	75-125			
Cadmium	77.2	1.00	"	83.3	ND	93	75-125			
Chromium	119	1.00	"	83.3	61.7	69	75-125			QM-06
Cobalt	77.9	1.00	"	83.3	1.78	91	75-125			
Copper	108	1.00	"	83.3	23.8	101	75-125			
Lead	82.5	1.00	"	83.3	5.69	92	75-125			
Molybdenum	80.5	5.00	"	83.3	4.10	92	75-125			
Nickel	94.1	1.00	"	83.3	23.8	84	75-125			
Selenium	73.9	1.00	"	83.3	ND	89	75-125			
Silver	29.3	0.50	"	41.7	0.48	69	75-125			QM-05
Thallium	76.6	1.00	"	83.3	ND	92	75-125			
Vanadium	87.0	1.00	"	83.3	4.25	99	75-125			
Zinc	100	1.00	"	83.3	22.9	93	75-125			

Matrix Spike Dup (4052205-MSD1)		Source: 14E0520-01		Prepared & Analyzed: 05/22/14						
Antimony	78.7	10.0	mg/kg	90.9	6.71	79	75-125	8	20	
Arsenic	156	1.00	"	90.9	85.9	77	75-125	4	20	
Barium	153	1.00	"	90.9	132	23	75-125	1	20	QM-06
Beryllium	87.4	1.00	"	90.9	0.24	96	75-125	8	20	
Cadmium	82.4	1.00	"	90.9	ND	91	75-125	6	20	
Chromium	134	1.00	"	90.9	61.7	80	75-125	12	20	
Cobalt	83.2	1.00	"	90.9	1.78	90	75-125	7	20	
Copper	111	1.00	"	90.9	23.8	96	75-125	4	20	
Lead	87.5	1.00	"	90.9	5.69	90	75-125	6	20	
Molybdenum	87.2	5.00	"	90.9	4.10	91	75-125	8	20	
Nickel	102	1.00	"	90.9	23.8	87	75-125	9	20	
Selenium	79.5	1.00	"	90.9	ND	87	75-125	7	20	
Silver	30.6	0.50	"	45.5	0.48	66	75-125	4	20	QM-05
Thallium	83.0	1.00	"	90.9	ND	91	75-125	8	20	
Vanadium	92.2	1.00	"	90.9	4.25	97	75-125	6	20	
Zinc	102	1.00	"	90.9	22.9	87	75-125	2	20	

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Client Name: H. M. Pitt Labs, Inc.
 Project Name: 135457/Project no.6896

EMA Log #: 14E0573

Total Metals by EPA 6000/7000 Series Methods - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch 4052215										
Blank (4052215-BLK1)				Prepared & Analyzed: 05/22/14						
Mercury	ND	0.05	mg/kg							
LCS (4052215-BS1)				Prepared & Analyzed: 05/22/14						
Mercury	0.17	0.05	mg/kg	0.167		101	75-125			
LCS Dup (4052215-BSD1)				Prepared & Analyzed: 05/22/14						
Mercury	0.17	0.05	mg/kg	0.167		103	75-125	1	20	
Duplicate (4052215-DUP1)		Source: 14E0520-01		Prepared & Analyzed: 05/22/14						
Mercury	0.03	0.05	mg/kg		0.04			20	20	
Matrix Spike (4052215-MS1)		Source: 14E0520-01		Prepared & Analyzed: 05/22/14						
Mercury	0.41	0.05	mg/kg	0.385	0.04	97	75-125			
Matrix Spike Dup (4052215-MSD1)		Source: 14E0520-01		Prepared & Analyzed: 05/22/14						
Mercury	0.36	0.05	mg/kg	0.370	0.04	85	75-125	15	20	

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Notes and Definitions

- QR-04 The RPD between the sample and sample duplicate is not valid since both results are below the reporting limit for this analyte.
- QR-02 The RPD result exceeded the QC limits due to non-homogeneity of sample.
- QM-06 Due to noted non-homogeneity of the QC sample matrix, the MS/MSD did not provide reliable results for accuracy and precision. Sample results for the QC batch were accepted based on LCS/LCSD percent recoveries and RPD values.
- QM-05 The spike recovery was outside acceptance limits for the MS and/or MSD due to matrix interference. The LCS and/or LCSD were within acceptance limits showing that the laboratory is in control and the data is acceptable.
- ND Analyte NOT DETECTED at or above the reporting limit
- NR Not Reported
- dry Sample results reported on a dry weight basis
- RPD Relative Percent Difference

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1400573

EnviroMatrix Analytical, Inc.

4340 Viewridge Ave., Ste. A - San Diego, CA 92123 - Phone (858) 560-7717 - Fax (858) 560-7763

CHAIN-OF-CUSTODY RECORD

EMA LOG #: _____

Client: *H.M. Pitt Jobs, Inc.*

Attn: *John Johnson, Roger Kuss, Eric Brunner*

Samplers(s): *Wm. Brad Blaudat*

Address: *2434 Southwood Way, Ste J*
National City, Ca 91950

Phone: _____ **Fax:** _____

Email: _____

Billing Address: *same as above*

Project ID: *Project No. 6896*

Project #: *135457* **PO #:** _____

ID #	Client Sample ID	Sample Date	Sample Time	Sample Matrix	Container # / Type
01	<i>Interior debris from</i>	<i>5-21-14</i>		<i>SD</i>	<i>1-bag</i>
02	<i>Tank floor</i>				
03					
04					
05					
06					
07					
08					
09					
10					

Matrix Codes: A = Air, DW = Drinking Water, GW = Groundwater, SW = Storm Water
 WW = Wastewater, S = Soil, SED = Sediment, SD = Solid, T = Tissue, O = Oil, L = Liquid

Shipped By: Counter UFS FedEx USPS Client Drop Off Other

Turn-Around-Time: Same Day 24 hr 48 hr 3 day 4 day 5 day STD (7 day)

Reporting Requirements: Fax PDF Excel Geotracker/EDF Hard Copy EDT

Sample Disposal: By Laboratory Return to Client: P/U or Delivery Archive

Sample Integrity

Correct Containers: Yes No N/A

Custody Seals Intact: Yes No N/A

COC/Labels Agreed: Yes No N/A

Containers Properly Preserved: No N/A

Temp @ Receipt: *20*

Sampled By: *EMA Autosampler*

Requested Analysis		RELINQUISHED BY	DATE/TIME	RECEIVED BY
<input type="checkbox"/> Oil & Grease <input type="checkbox"/> 413.1 <input type="checkbox"/> 413.2 <input type="checkbox"/> 1664	<input type="checkbox"/> 8015B (TPH) <input type="checkbox"/> Gas <input type="checkbox"/> Diesel <input type="checkbox"/> Ext	Signature: <i>Mona Brunsford</i>		Signature: _____
<input type="checkbox"/> 62/4/8260 (VOC) Full BTXE MTBE Oxy Nap	<input type="checkbox"/> 625 / 8270 (SVOC) <input type="checkbox"/> PAH only	Print: <i>Mona Brunsford</i>		Print: <i>HM PIT</i>
<input type="checkbox"/> 608 / 8081 (Organochlorine Pesticides)	<input type="checkbox"/> 608 / 8082 (Polychlorinated Biphenyls)	Company: <i>H.M. Pitt Jobs</i>		Company: _____
<input type="checkbox"/> 8141 (Organophosphorus Pesticides)	<input type="checkbox"/> TBT (Organotin Compounds)	Signature: _____		Signature: _____
<input type="checkbox"/> pH <input type="checkbox"/> EC <input type="checkbox"/> TSS <input type="checkbox"/> TDS	<input type="checkbox"/> Nitrate <input type="checkbox"/> Nitrite <input type="checkbox"/> TKN <input type="checkbox"/> NH3	Print: _____		Print: _____
<input checked="" type="checkbox"/> CAC Title 22/CAM17 Metals <input checked="" type="checkbox"/> TTLC <input type="checkbox"/> STLC	<input type="checkbox"/> TCLP (RCRA) <input type="checkbox"/> Metals <input type="checkbox"/> Organics	Company: _____	<i>5/21/14</i>	Company: _____
<input type="checkbox"/> Coliform, <input type="checkbox"/> Total (MTF) <input type="checkbox"/> Fecal (MTF)	<input type="checkbox"/> Collet, T+E Coll <input type="checkbox"/> P/A <input type="checkbox"/> Enumeration	Signature: _____	<i>1530</i>	Signature: _____
<input type="checkbox"/> Enterococcus, <input type="checkbox"/> MTF <input type="checkbox"/> Enterolent	<input type="checkbox"/> Heterotrophic Plate Count (HPC)	Print: _____		Print: _____
<input type="checkbox"/> BOD <input type="checkbox"/> COD <input type="checkbox"/> Cyanide		Company: _____		Company: _____

¹ Additional costs may apply, consult a project manager for details.

² EMA reserves the right to return any samples that do not match our waste profile.

NOTE: By relinquishing samples to EMA, Inc., client agrees to pay for the services requested on this COC form and any additional analyses performed on this project. Payment for services is due within 30 days from date of invoice. Samples will be disposed of 7 days after report has been finalized unless otherwise noted. All work is subject to EMA's terms and conditions.

4.8 City of San Diego Asbestos Lead Management Program



City of San Diego Asbestos Lead Management Program

Emerald Hills Standpipe Interior XRF Report



XRF Assay Results

Reading No	Type	Duration	Mode	Location	Room	Side	Component	Color	Results	PbC	Units
1	ShutterCal	88.14								4.87	cps
2	Paint	20	K & L				CALIB. CHECK	RED	Positive	1.1	mg / cm ^2
3	Paint	20	K & L				CALIB. CHECK	RED	Positive	1.1	mg / cm ^2
4	Paint	20	K & L				CALIB. CHECK	RED	Positive	1	mg / cm ^2
6	Paint	1.31	Std.	EMERALD HILLS TANK	INT	A	WALL	NO COATING	Negative	0	mg / cm ^2
7	Paint	1.64	Std.	EMERALD HILLS TANK	INT	A	WALL	BROWN COATING	Negative	0.02	mg / cm ^2
8	Paint	1.31	Std.	EMERALD HILLS TANK	INT	C	WALL	NO COATING	Negative	0	mg / cm ^2
9	Paint	1	Std.	EMERALD HILLS TANK	INT	C	WALL	BROWN COATING	Negative	0.01	mg / cm ^2
10	Paint	1.31	Std.	EMERALD HILLS TANK	INT	D	WALL	NO COATING	Negative	0	mg / cm ^2
11	Paint	1.31	Std.	EMERALD HILLS TANK	INT	A	FLOOR	BLUE	Negative	0.04	mg / cm ^2
12	Paint	20	K & L				CALIB. CHECK	RED	Positive	1.1	mg / cm ^2
13	Paint	20	K & L				CALIB. CHECK	RED	Positive	1.1	mg / cm ^2
14	Paint	20	K & L				CALIB. CHECK	RED	Positive	1	mg / cm ^2